

# GENERAL TERMS & CONDITIONS FREELANCE

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## 1. Purpose

The company WeLoveWords (hereafter: **"YouLoveWords"**) operates an Internet site accessible at the address <https://youlovewords.com> (hereafter: the "Site") and its main activity is as follows:

- Consulting in digital communication and content strategy;;
- The production and marketing of digital content in different formats (texts, photographs, infographics, visuals, videos, animations, interactive applications, podcasts) and in different languages. These activities involve such tasks as copywriting, revision, design, correction, video production, editing, illustration, programming and translation that are carried out by experts in their fields.

It is within the framework of this activity that YouLoveWords contacts freelancers (hereafter: **"Freelancers"**), in order to carry out certain services requested by its clients (hereafter: the **"Clients"**), notably in the fields of information technology, digital marketing, communication and design (hereafter: **"Missions"**)..

The purpose of these general terms and conditions is to define the conditions under which YouLoveWords entrusts Freelancers with the Missions and provides them with the services (hereafter: **"Services"**) as defined by these presents.

The present terms and conditions constitute, together with the offer of a mission sent to the Freelancer by YouLoveWords (hereafter: **"Mission Offer"**), an indivisible contractual whole (hereafter: **"Contract"**). In the case of any contradiction, the Mission Letter shall prevail over the present general terms and conditions.

## 2. Acceptance of the general terms and conditions

The creation of an Account on the Youlovewords platform and/or the validation of the Mission Letter by the Freelancer entails their full and complete acceptance of these terms and conditions.

The acceptance of the general terms and conditions by the Freelancer can only be full and complete. Any conditional acceptance is considered null and void.

### **3. Access to the Services**

Use of the Services requires that the Freelancer be registered on the Site, by filling out the form provided for this purpose and by sending YouLoveWords all the documents requested.

The Freelancer must provide all the information marked as mandatory. Any incomplete registration will not be validated.

To finalize the creation of the Account, the Freelancer is informed and accepts that they may be contacted by YouLoveWords in order to better qualify their personal and professional experiences.

Registration entails the opening of an account in the name of the Freelancer (hereafter: "**Account**"), granting them access to a personal space (hereafter: "**Personal Space**") that allows them to manage their use of the Services in a form and according to the technical means that YouLoveWords deems most appropriate for rendering said Services.

The Freelancer guarantees that all the information they give on the registration form is accurate and up to date and is not misleading. They agree to update this information in their Personal Space in case of a modification, so that it always meets the above criteria.

The Freelancer is informed and grants that the information entered for the purpose of creating or updating his Account is proof of their identity, and renders them liable as soon as it is validated.

The Freelancer promises to use the Services personally and not to allow any third party to use them in their place or on their behalf, lest he be held fully and solely liable.

They are also responsible for maintaining the confidentiality and security of their login and password, any access to the Site using the latter being deemed as made by the Freelancer.

The latter must immediately contact YouLoveWords if they notice that their Account has been used without their knowledge. They recognize the right of YouLoveWords to take all appropriate measures in such a case.

### **4. Description of the Services**

#### **4.1. Availability of the Site**

YouLoveWords provides for the hosting of the Site, as well as the content exchanged by Freelancers, in accordance with the rules of the profession. It strives to guarantee optimal availability of the server infrastructure, subject to maintenance and update periods.

## 4.2. Technical support

Apart from malfunctions and for any question related to the use of the Site, YouLoveWords offers to the Freelancer a technical support consisting of assistance and advice, by writing to the address [contact@youlovewords.com](mailto:contact@youlovewords.com).

## 4.3. Missions

### 4.3.1. Mission Offer

YouLoveWords may send to the Freelancer at any time during the duration of their registration, a Mission Offer by email, containing the following:

- the description of the Mission;
- the desired deadline for its completion;
- a set of specifications containing the technical indications of the Client, if applicable.

Within 24 (twenty-four) working hours following the sending of the Mission Offer, the Freelancer will inform YouLoveWords of their acceptance or refusal, and in case of acceptance, will transmit a price proposal for completion of the service, the purpose of the Mission Offer.

In case of acceptance of the Freelancer's Proposal by YouLoveWords, the latter shall send them an email of acceptance (hereafter: "**Accepted Proposal**").

Until the Accepted Proposal email is sent by Youlovewords, the Mission is not guaranteed to the Freelancer.

### 4.3.2. Completion of the Mission

The Freelancer undertakes to execute the Mission with care and diligence, and in full. The Freelancer agrees to inform YouLoveWords of any difficulty encountered, if any, in the execution of the Mission.

The Freelancer undertakes to send YouLoveWords, by email, within the time limit provided in the Mission Offer, the editorial or visual or sound content, or the consultations and advice, purposes of the Offer (hereafter "**Content**").

The Freelancer shall have no direct contact with the clients of YouLoveWords, nor with the final recipient of the Content, except in the case where YouLoveWords has expressly requested it.

For the duration of the present contract, and for a period of 6 (six) months following the date of their last Mission, the Freelancer shall refrain from:

- proposing, soliciting and/or executing Missions with Clients for whom YouLoveWords has called upon them, other than through the intermediary of the former;
- asking these Clients for the payment of additional fees or an additional price for a Mission, without the prior written consent of YouLoveWords

In case of violation of the prohibitions mentioned in the above paragraph, YouLoveWords shall have the right to claim from the Freelancer within a maximum period of 3 (three) months following the date of the beginning of the litigious service or of the payment of the additional fee, an indemnity fixed at 25% of the price of the services or the additional fee.

If the Freelancer is contacted directly by the Client without Youlovewords having been informed, the Freelancer undertakes to inform Youlovewords immediately, whatever the Client's request.

The Freelancer shall carry out the Mission according to the information given in the Mission Offer, any additional instructions communicated by YouLoveWords by any useful means, and, if applicable, the specifications as established by the Client.

The delivery deadlines requested by YouLoveWords and accepted by the Freelancer are a substantial condition of the contract.

The Freelancer will be entirely responsible for any delay in delivery and will immediately pay to YouLoveWords, as a penalty and compensation for the prejudice suffered, a fixed indemnity equal to 20% of the amount excluding VAT of the price of the Services invoiced and delivered outside the deadline, without prejudice to the right of YouLoveWords to request the cancellation of the order and/or to replace itself with the Freelancer as it sees fit, and at the latter's expense.

Nor will any invoice from the Freelancer will be accepted and paid by Youlovewords for part or all of the Mission.

Finally, the Freelancer shall render all source files produced during the accepted Mission, as well as the rights to Youlovewords, and this free of charge.

## **5. Financial Conditions**

### **5.1.Price of the Mission**

As counterparty to the completion of the Mission, YouLoveWords agrees to pay the Freelancer the remuneration indicated in the Accepted Proposal.

Unless specifically mentioned in the Accepted Proposal, this remuneration is set for the entirety of the Mission. It is indicated in euros and exclusive of tax in the Accepted Proposal. It is expressly understood between the parties that the price referred to above includes the price of transfer of the economic rights of the author relating to the Content, under the conditions referred to in the article "Intellectual Property", this price being set at a flat rate in accordance with Article L.131-4 of the Intellectual Property Code.

In accordance with article L.131-6 of the same Code, the transfer of the exploitation rights relating to the supports, processes, media, networks and means of diffusion not foreseeable or not provided for in the present document, is made under the condition of a correlative participation in the operating profits, on the amount and the methods of which the parties will agree as needed.

## **5.2. Payment and invoicing**

The remuneration referred to above shall be paid by YouLoveWords to the Freelancer within 30 days from the end of month from the date of receipt of the invoice by Youlovewords, including, in addition to the following obligatory mentions:

- description and details of the Content delivered with identification of the project and volumes
- the following mention of the transfer of use rights: *"This invoice includes the transfer of the intellectual property rights relating to the content that is the subject of this invoice according to the terms and conditions set out in the Intellectual Property article of the General Terms of Use."*

## **6. Duration of the Services and Unsubscription**

The Contract shall take effect on the date specified in the Accepted Proposal and shall remain in force for the duration of the period specified in said Proposal.

The Freelancer may unsubscribe from the Services at any time, by sending a request to that effect to YouLoveWords by email at [support@youlovewords.com](mailto:support@youlovewords.com).

Unsubscription is effective within a maximum of 7 (seven) days from said request. It leads to the automatic deletion of the Freelancer's Account, it being specified that the Freelancer will remain committed to the Contract as long as an Accepted Proposal is being executed.

## **7. Obligations and Responsibilities of the Freelancer**

Without prejudice to the other obligations set forth in the Contract, the Freelancer undertakes to comply with the following obligations.

The Freelancer undertakes to execute the Missions for which they has been chosen and to respect their commitments with all the care, due diligence and skill required, and according to the rules of the art, it being recalled that said respect constitutes an essential and determining quality of YouLoveWords' agreement to the contract.

Le Freelance, qui exerce son activité en qualité d'indépendant, est libre d'accepter ou non l'Offre de Mission de YouLoveWords et le cas échéant, est seul décisionnaire des modalités de réalisation de la Mission, sous réserve du respect de l'Offre de Mission et du cahier des charges, le cas échéant.

Le Freelance s'engage à livrer des Contenus dans le respect des instructions communiquées par YouLoveWords et notamment décrites dans les Offres de Mission et éventuels cahiers des charges, et notamment :

The Freelancer, who exercises their activity as a freelancer, is free to accept or not the Mission Offer from YouLoveWords and, if applicable, is the sole decision-maker of the means for completing the Mission, subject to the respect of the Mission Offer and the specifications, as applicable.

The Freelancer undertakes to deliver Content in compliance with the instructions communicated by YouLoveWords and as described in the Mission Offers and specifications, as the case may be, as well as the following:

- respect the delivery deadlines;
- propose themes and subjects for the writing of Content;
- respect the quantity of characters requested by YouLoveWords in the Mission Offer;
- carry out the bibliographical research necessary for the writing of the Content and ensure the quality of its sources;
- establish the layout of the Content in accordance with the requests of YouLoveWords;
- integrate internal and external links, in accordance with the requests of YouLoveWords.

The Freelancer undertakes to remit to YouLoveWords all Content and deliverables produced during their Mission, it being specified that in case of early termination of the Mission, all Content produced up to and including the date of termination of the Contract shall be remitted to YouLoveWords.

The Freelancer is the sole judge of the material and human means they assign to each Mission to ensure its proper execution.

The Freelancer is therefore solely responsible for the hiring or use of any employees and/or subcontractors he decides to assign to each Mission. Such employees and subcontractors shall remain under the sole direction, authority and responsibility of the Freelancer.

YouLoveWords shall in no case be considered as the employer of the said employees and subcontractors, the Freelancer guaranteeing YouLoveWords against all complaints, claims, actions and/or demands of any kind that they could result from their participation within the framework of the Missions.

The Freelancer has the facilities, experience and expertise necessary to carry out the Missions and will provide any material/equipment necessary for the execution of this Contract.

In this respect, the Freelancer is solely responsible for the equipment they use for the performance of the Missions, and it is their responsibility to ensure that their equipment is in perfect working order prior to any Mission.

The Freelancer promises, in their completion of the Missions, to respect the laws and regulations in force, as well as all norms or rules of conduct notified by YouLoveWords, and not to infringe upon the rights of third parties or public order.

They are solely responsible for the proper completion of all administrative, fiscal and/or social formalities and for all payments of contributions, taxes or duties of any kind that may be incumbent upon them in relation to the completion of his Missions. YouLoveWords can in no way be held liable in that regard.

YouLoveWords reserves the right to request from the Freelancer during the execution of the present Contract, all documents, source files with the corresponding rights and additional information that it deems useful, notably for the purpose of verifying their identity or verifying the fulfillment of the obligations referred to in this article. The Freelancer must send YouLoveWords the requested documents and information as soon as possible.

## **8. Guarantees of the Freelancer**

The Freelancer declares that they have the capacity, the potential and the necessary means for the production of the volume of Content for which they have accepted the request or for the completion of the Missions they have accepted.

He certifies that he has no commitment whatsoever that could prejudice the rights of YouLoveWords or a third party, as stated in the Contract.

The Freelancer guarantees that the Content and documents that they create and deliver to YouLoveWords are original, unique and exclusive creations. In this regard, they guarantee YouLoveWords (i) that they hold all the rights and authorizations necessary to grant the mission as referred to in the article "Intellectual Property", and that the works resulting from the Missions and likely to be protected do not contain anything that could fall under the laws and regulations relating in particular to counterfaction/plagiarism, unfair competition, privacy, image rights, personality rights and more generally contravene the rights of third parties and (ii) that they have not granted nor will they grant to a third party any assignment or license of use involving these works likely to prevent or hinder the full possession of the rights to said creation as held by YouLoveWords.

The Freelancer guarantees YouLoveWords that they have the rights to use all the material and software that will be used during the execution of his Missions.

The Freelancer guarantees YouLoveWords against all complaints, claims, actions and/or demands of any kind that it may suffer as a result of the Freelancer's violation of any of its obligations and guarantees under the terms of the Contract, or in the case of a breach of the legislation on honor, intimacy, insult and slander, or any expression that could be considered as defamatory or obscene and undertakes to pay to YouLoveWords all costs, charges and/or damages that it may have to bear as a result.

## **9. Non-competition clause**

For the duration of the present contract, and for a period of 6 (six) months following the end of the Mission, the Freelancer is prohibited from proposing, soliciting and/or executing Missions on behalf of the Clients of YouLoveWords, other than through the intermediary of the latter.

In case of violation of the present clause, YouLoveWords shall have the right to claim from the Freelancer within a maximum period of 3 (three) months following the date of the beginning of the litigious service or the payment of the additional fee, an indemnity fixed at 15% of the price of the services or the additional fee.

## **10. Obligations and responsibility of YouLoveWords**

YouLoveWords undertakes to provide the Freelancer with all necessary documents, elements, data and information and, more generally, undertakes to actively cooperate with the Freelancer for the proper execution of the present Contract.

YouLoveWords undertakes to execute its obligations diligently and according to the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Freelancer expressly recognizes and accepts.



In particular, the Freelancer recognizes and expressly accepts that YouLoveWords does not provide any commitment or guarantee as to the number, frequency or regularity of the Missions that may be entrusted to them or to the turnover likely to be generated by these Missions.

Likewise, the Freelancer recognizes and expressly accepts that YouLoveWords has complete freedom to set the price of the Missions for its Clients.

YouLoveWords undertakes to proceed with regular inspections in order to verify the proper functioning and accessibility of its Site. In this regard, YouLoveWords reserves the right to interrupt access to the Site momentarily for maintenance reasons.

Likewise, YouLoveWords cannot be held responsible for difficulties or momentary lapses in access to its Site which may be the result of origin circumstances that are external to it, force majeure, or which may be due to interruptions of the telecommunication networks, Freelancers being aware of the complexity of the global networks and the influx, at certain times, of internet users.

The Services are provided by YouLoveWords as is and without warranty of any kind, express or implied. YouLoveWords does not guarantee to Freelancers (i) that the Services, subject to constant research to improve performance and progress, will be totally free of errors, defects or faults, (ii) that the Services, being standard and not offered for the sole intention of a given Freelancer according to their own personal constraints, will specifically meet their needs and expectations.

## **11. Intellectual Property**

This Contract does not affect the pre-existing intellectual property rights of either party. In the event that the Mission includes the realization of graphic creations, IT developments or any other works likely to be protected by copyright (hereafter: "**Works**"), the latter shall become the exclusive property of YouLoveWords. In this regard, the Freelancer agrees to transfer to YouLoveWords all intellectual property rights pertaining to the Works that may be created in the context of the execution of the present Contract by the Freelancer, worldwide, for the entire legal duration of copyright protection, and this on any medium whatsoever, including electronic or digital (on the Internet).

This transfer includes all the author's use rights, including in particular :

- the right of reproduction by any means;
- the right of representation including the right of communication to the public by any means;
- the right to translate into all languages, to adapt, modify, transform, improve, add, delete all or part of the material created;

- the right to use the material created or proposal, recommendation, strategy presented, in any form, including but not limited to, by way of license, lease, loan, disclosure or transfer, the right to market for the first time the material created, as well as any modification, adaptation and derivative works of the material created, through any marketing channel.

The Freelance agrees and undertakes, at any time during or after the expiration of the present Contract, to perform any act or document as well as to carry out any action or any thing that YouLoveWords may consider necessary or desirable in order to establish its rights.

To that end, the Freelancer undertakes to communicate each month or, if the duration of the Mission is less than 1 (one) month, at the end of the Mission, an exhaustive list of the Works completed during the period in question, in the framework of the execution of the Mission.

The present Contract does not confer upon the Freelancer any intellectual property right on the Site, which remains the entire and exclusive property of YouLoveWords. The Freelancer has only a license to use these elements, as defined herein.

Consequently, all disassembly, decompiling, decrypting, extracting, reuse, copying and more generally, all acts of reproduction, representation, distribution and use of any of its elements, in whole or in part, without the authorization of YouLoveWords, are strictly forbidden and may be subject to legal proceedings.

## **12. Personality Rights**

The execution of this Contract may give rise to photographs and other audio-visual recordings, regardless of the medium and process used (hereinafter: "**Recordings**").

The Freelancer shall have taken the necessary steps to ensure that:

- YouLoveWords is authorized to use the said Recordings in the context of the exercise of its activities, without authorization or additional fees;
- YouLoveWords has full ownership of the Recordings without this giving rise to any additional remuneration whatsoever;
- In case of potential violation of any third party right (intellectual property or personality rights), the Freelancer will cooperate with YouLoveWords in order to modify their service, without cost to YouLoveWords and in such a way as to not violate any third party right.

## **13. Personal Data**

In the context of the execution of its obligations under this Contract, the Freelancer may be required to process personal data, in the name and on behalf of YouLoveWords.

In accordance with article 34 of the modified French law on information technology and freedoms, the Freelancer undertakes to take all necessary precautions to preserve the security of the information and notably to prevent it from being distorted, damaged or communicated to unauthorized persons.

The Freelancer therefore undertakes to respect the following obligations and to have them respected by their staff:

- to not take any copy of the documents and information materials entrusted to them, except those necessary for the execution of their Missions;
- to not use the documents and information processed for purposes other than the execution of its Missions;
- to not disclose these documents or information to other persons, whether private or public, physical or legal;
- to take all measures to avoid any misuse or fraudulent use of data and computer files during execution of the Contract;
- to take all security measures, particularly physical measures, to ensure the preservation and integrity of the documents and information processed during the period of this Contract;
- at the end of the Contract, proceed with the destruction or return to YouLoveWords of all manual or computerized files storing the information entered.

#### **14. Confidentiality**

Each of the parties undertakes to keep strictly confidential all documents and information designated as confidential by the other party, of which it may have become aware during the execution or conclusion of this Contract, and to not disclose them without the prior written consent of the other party and in accordance with the data confidentiality charter below:

<https://www.youlovewords.com/charte-confidentialite-donnees.pdf>

This obligation does not extend to documents and information that were already known to the receiving party; which were already public at the time of disclosure or which would become public without breach of this Contract; which were lawfully received from a third party; and which are required to be disclosed by law enforcement authorities, pursuant to statute or regulation, or in order to establish a party's rights under this Contract.

This obligation of confidentiality extends to all employees of the parties as well as their affiliates and co-contractors, including Users. It shall remain in effect for 1 (one) year following the end of the Contract.

More specifically, the Freelancer undertakes to keep strictly confidential, to not communicate, nor to use on their own behalf or on behalf of third parties, any document, technical procedure, usage or any other information concerning the Client and its activity of which it shall have become aware in the course of executing the Mission, and to take all necessary measures to ensure the security and confidentiality of such data. The Freelancer shall not reuse all or part of this data in any form whatsoever, and shall not divert it from the purpose for which it was communicated, namely the execution of the Missions.

### **15. Insurance**

The Freelancer agrees to subscribe and maintain a civil liability insurance policy to cover the risks related to the exercise of their activity, for which they will provide any proof to YouLoveWords upon its express request.

### **16. Intuitu Personae**

The present Contract is deemed to have been concluded with the Freelancer in their name and person and, as such, the Freelancer shall not delegate or assign any of the rights under the present Contract, nor entrust to a third party the execution of all or part of their obligations, without the prior written consent of YouLoveWords.

### **17. Absence of exclusivity**

The Freelancer is informed and expressly accepts that YouLoveWords reserves the right to entrust to any other individual or legal entity, competitor or not of the Freelancer, the completion of Missions identical or similar to those described in the article "Description of Missions".

### **18. Social regulations**

The Freelancer undertakes to comply with the fiscal and social legislation in force, to be up to date with the payment of social security contributions and to be able to provide proof of compliance with the various obligations applicable in this regard, at the request of YouLoveWords. The Freelancer must provide YouLoveWords, prior to the execution of the Missions, and then systematically and regularly every six months from the conclusion of the present Contract until the end of its execution, the following documents:

- an identification card proving registration in the trade register or an excerpt of the registration in the trade and company register dated less than 3 (three) months (excerpt K or KBIS), or the equivalent for a foreign company;
- a certificate of provision of social declarations from the social protection organization responsible for collecting the social contributions and fees incumbent upon the Freelancer;

- a sworn statement by virtue of which the Freelancer certifies that they have filed with the tax authorities, on the date of the statement, all mandatory tax returns, and if they employ personnel, that the work will be carried out with employees who are employed in compliance with the Labor Code.

## **19. Cancellation**

In case of failure by one of the parties to fulfill any of its obligations under this Contract, the Contract will be terminated by law 15 (fifteen) days after receipt by the defaulting party of a formal notice, which has remained without effect, by registered letter with acknowledgement of receipt, mentioning the intention to apply this clause, without prejudice to any damages that may be claimed from the defaulting party.

The Freelancer promises to remit to YouLoveWords all the Content and deliverables that they may have produced up until the date of termination of the Contract.

## **20. Modification**

YouLoveWords reserves the right to modify at any time the present general conditions.

The registered Freelancer will be informed of these modifications by any useful means at least 30 (thirty) days before they take effect.

If they do not accept the modified general conditions, they may terminate their contract at any time and unsubscribe from the Services by contacting YouLoveWords at the following address: [contact@youlovewords.com](mailto:contact@youlovewords.com), it being specified that the Freelancer will remain committed as long as an Accepted Proposal is being executed.

Any Freelancer who uses the Services after the entry into force of the modified general conditions is deemed to have accepted these modifications.

## **21. Applicable law and jurisdiction**

This Contract shall be governed by and interpreted in accordance with French law. Any dispute that may arise in connection with its validity, interpretation or execution shall be subject to the exclusive jurisdiction of the Paris courts.