



General Terms and Conditions of Use (GTU)

Last update date: November 25, 2022

Purpose and acceptance of the general conditions of use

The purpose of these General Terms of Use (hereinafter referred to as "the GTU") is to define the conditions of use of the website accessible at www.rolling-funds.com (hereinafter referred to as the "Site") that RollingFunds (hereinafter referred to as "the Company") makes available to Internet users (hereinafter referred to as "Users"). Browsing the Site, using the contact form or registration form implies the User's acceptance of these GTUs without restriction or reservation.

Legal information

The site is published by RollingFunds, a simplified joint stock company with a capital of €2,189,665, registered in the Paris Trade and Companies Register at 844 752 717.

Registered office : 3, rue de l'Arrivée 75749 Paris Cedex 15

Intracommunity VAT: FR 79 844752717

The director of the publication of the site is Mr Arnaud SOUBIEN.

You have the possibility to contact the Company:

- By simple letter to the address indicated above.
- or by using the contact form available on the site.

The site is hosted on servers located in the Netherlands and operated by SiteGround.

All data collected is however stored on servers located in France and operated by Microsoft Azure.

For more information you can consult the following links:

- Microsoft Azure : [Microsoft Azure data centers France](#)
- SiteGround : [SiteGround data centers](#)

Technical warning

It is the User's responsibility to check with his or her access provider that the browser used allows secure access to the Site and that the hypertext pages of the Site are up to date, after having emptied its cache. The User certifies that the terminal used to browse the Site (computer or smartphone) does not contain any virus likely to affect the Site.

General warning

The information relating to the products and services communicated on the Site is intended to present to the User, in a succinct and indicative manner, the service offer proposed by the Company and its partners. It must in no way be interpreted as any kind of banking and financial canvassing within the meaning of Articles L.341-1 et seq. of the French Monetary and Financial Code, or, more generally, the marketing of banking operations. They are only intended to serve as a support for future discussions and exchanges. Registration on the Site does not in any way constitute a commitment to establish a partnership on the part of the Company and must not be interpreted as such. The purpose of registration on the Site is to allow the User to notify the Company of the interest of the company he represents in the service offer and to allow the User to share with the Company some information about his company and its needs. The possible establishment of a partnership is also subject to the signing of a partnership contract. The Company undertakes to make its best efforts to ensure the security of the Site, but cannot guarantee total computer security. Despite the procedures put in place to ensure the security of its Site, malicious third parties may fraudulently insert links to other sites, or alter or modify its content, without the Company being able to oppose this at the time. Therefore, the Company cannot assume any responsibility for the content, truthfulness, timeliness, advertising, products, services or links available on or from its Site. The User of the Site is solely responsible for the use of the information and decisions made based on such information. The use and interpretation of information relating to the services and products presented on the Site may require specific and in-depth knowledge. It is the responsibility of any interested person to verify the information provided and to make appropriate use of it. The Company declines all responsibility for the use that could be made of the information and the consequences that could result from it, in particular with regard to decisions that could be made or actions that could be taken on the basis of said information.

Commitments of the User

The User declares, guarantees and undertakes to:

- access and use the Site in a reasonable manner and in good faith and in accordance with the provisions set out in these GTUs;
- not to seek to (i) affect or attempt to affect the proper functioning of the Site and (ii) extract, alter, modify or delete all or part of the content of the Site (iii) illicitly integrate redirection links, hypertext, advertisements, images or any other content on the Site;

- not to access and/or use the Site for illicit purposes and/or with the aim of causing damage to the reputation and image of the Company and its partners or more generally to infringe the rights, in particular intellectual property rights, of the Company and its partners;
- not to reproduce or represent all or part of the Site for private or professional purposes without prior written consent from the Company
- not to limit access to and use of the Site;
- not to contravene the provisions of articles 323-1 to 323-7 of the French Penal Code repressing so-called "hacking" practices.

Intellectual property

The general structure and content of the Site, including texts, images, graphics, photographs, software and know-how are the exclusive property of the Company or of third parties who have authorized its use. The reproduction of all or part of the Site and its contents, without prior written consent from the Company, is strictly prohibited and would constitute an infringement punishable by articles L.335-2 and following of the Intellectual Property Code. In addition, the trademarks of the Company and its partners appearing on the Site are registered trademarks. In accordance with the provisions of Article L.713-2 of the Intellectual Property Code, the use or reproduction of a trademark without prior express authorization is strictly prohibited and constitutes an infringement. Similarly, any representation, reproduction and exploitation, in whole or in part, of distinctive signs (such as logos, corporate names, acronyms, trade names, signs and/or domain names) of the Company and its partners mentioned on the Site are strictly forbidden without the express prior authorization of their owner in accordance with the provisions of Book 7 of the Intellectual Property Code.

Hypertext links

The hypertext links accessible on the Site allow access to the services concerned, in the direction of other Internet sites and/or applications, some of which are not operated by the Company. The hypertext links to other sites do not engage the responsibility of the Company, in particular regarding the content of these sites. Also, all existing resources on the Internet are not the responsibility of the Company, which is therefore not responsible for hyperlinks to the Site.

Cookies

The Site uses cookies. These are small text files deposited and read on the User's terminal (computer or smartphone) when consulting the Site. They allow us to collect and analyze statistics on the use of the Website and to store certain User data in order to facilitate navigation.

For more information on the use, management and deletion of cookies, the User is invited to consult the Policy on the use of cookies.

Personal data

When consulting the Site, the Company may collect personal data concerning the User. For more information on the collection and use of such data, the User is invited to consult the Personal Data Protection Policy.

Modification of the GTU

The Company reserves the right to adapt or modify at any time its GTUs. The applicable conditions are therefore those in force and accessible on the Site on the date the User browses the Site.

Applicable law and management of disputes

The present GTU are subject to French law. In the event of a dispute relating to the application, interpretation, validity and execution of these GTUs, and in the absence of an amicable agreement between the parties, jurisdiction is expressly given to the French courts.