



# **GENERAL TERMS AND CONDITIONS OF THE SITE**

**DATE OF LAST UPDATE: 24 MAY 2021**

## **Purpose and acceptance of the General Terms and Conditions**

The purpose of these General Terms and Conditions ( hereinafter referred to as the " GTC ") is to define the conditions of use of the Internet site accessible at the address [www.rolling-funds.com](http://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 the "Users").

Browsing the Site, using the contact or registration form implies acceptance without restrictions or reservations of these GTC by the User.

## **Legal notices**

The User is informed that the Site is published by the company:

RollingFunds  
Société par Actions Simplifiée with a capital of €1,298,000  
Registered office: 3, rue de l'Arrivée 75749 Paris Cedex 15  
RCS Paris 844 752 717  
Intracommunity VAT: FR 79 844752717

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

The User may 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 the User can consult the following links:

- Microsoft Azure: [Microsoft azure datacenters France](#)
- SiteGround: [SiteGround Data Centers](#)

## **Technical warning**

It is the User's responsibility to check with his/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 briefly and indicatively present to the User the services offered by the Company and its partners. Under no circumstances should it be interpreted as any act 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 transactions. They are only intended to serve as a support for future discussions and exchanges.

Registration on the Site does not constitute a commitment to establish a partnership on the part of the Company and should 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 it represents in the service offered and to allow the User to share with the Company some information about its company and its needs. The potential establishment of a partnership is also subject to the signing of a partnership contract.

The Company undertakes to use 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, 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 this 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 may be made of the information and for the consequences that may arise, particularly with regard to decisions that may be made or actions that may be taken based on the said information.

### **User's commitments**

The User hereby declares, guarantees and undertakes to:

- access and use the Site reasonably and in good faith and in accordance with the provisions set forth in these Terms of Use;
- 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 the prior written consent of 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 authorised its use.

The reproduction of all or part of the Site and its content, without the prior written consent of the Company, is strictly prohibited and would constitute an infringement punishable by articles L.335-2 et seq. of the Intellectual Property Code.

Furthermore, 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 authorisation 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 authorisation 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, particularly with regard to the content of these sites.

Also, all existing resources on the Internet do not engage the responsibility of the The Company is therefore not responsible for hyperlinks to the Site.

## **Connection 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 are used to collect and analyse Website usage statistics and to store certain User data to facilitate navigation.

For more information on the use, management and deletion of cookies, the user is invited to consult the [Cookie Usage Policy](#).

## **Personal Data**

When consulting the Site, the Company may collect personal data about the User. For more information on the collection and use of this data, the user is invited to consult the [Personal Data Protection Policy](#).

## **Modification of the Terms and Conditions of Use**

The Company reserves the right to adapt or modify its Terms and Conditions at any time.

The applicable conditions are therefore those in force and accessible on the Site at the date on which the User is browsing the Site.

### **Applicable law and management of disputes**

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