

**GENERAL TERMS AND CONDITIONS GOVERNING
THE USE OF
CLIPSO TOOLS**

Version 4/10/2018

1. Scope

- 1.1. The present General Terms and Conditions of Use (“GTCU”) seek to set out the terms and conditions under which CLIPSO (“the Service Provider”) supplies any of the content defined in Clause 2 (the “Tools”) to any professional Users (“the User”) who request them either via the website of the Service Provider, by direct contact or on paper.
- 1.2. The GTCU apply to all the Tools offered by the Service Provider to Users, unless otherwise expressly agreed by the Parties.
- 1.3. These GTCU are expressly approved and accepted by the User, who states and acknowledges that he has read and understood them, and thereby waives the right to invoke any other document to the contrary and, in particular, his own general terms of purchase, which shall not be binding on the Service Provider, even if he was aware of them.
- 1.4. Any information featured on all the sites of the Service Provider, its catalogues, prospectuses and rates are illustrative and may be reviewed at any time. The Service Provider is entitled to make any corresponding changes that it sees fit.

2. Definitions

- 2.1. The term “Tool” refers to any information, content, data, image, video, text or software, whether or not they are protected by intellectual property rights and irrespective of their form and nature, made available free of charge by CLIPSO on its Extranet, for the purposes of developing commercial relations with the Service Provider.
- 2.2. The term “User” refers to any person, including CLIPSO-approved installation technicians and/or distributors, who, after validating the present GTCU, accesses the Extranet to use the Tool in the context set out in the preamble. Anyone who accepts the present GTCU with a view to using the Tools of the Extranet is deemed to be duly authorised to act in this regard.
- 2.3. The term “Extranet” refers to the computerised space on which the Tools are available. The Extranet is accessible via the websites of CLIPSO ([http:// www.clipso.com](http://www.clipso.com)). The Tools are downloaded by means of a username and password which are issued by CLIPSO to the User during the registration process.

3. Uses of the Extranet and Tools

- 3.1. The Service Provider exclusively coordinates the preparation, maintenance and supply of the Tools and their updates.
- 3.2. The Tools may be used free of charge by Users, unless otherwise agreed by the Service Provider and the User (hereinafter referred to as “the Parties”).

- 3.3. The Service Provider reserves the right to stipulate that the use of one or more Tool(s) is subject to the acceptance of the special terms and conditions of use, the provisions of which shall prevail over those of this document. This may be the case if the Service Provider does not hold the entirety of the intellectual property rights relating to a Tool
- 3.4. In order to use the Extranet, the User reveals his contact details. The User guarantees that these data are accurate and up-to-date. In the event that the submitted information is clearly false, incorrect or fanciful, the Service Provider is free to suspend or close the account of the User at any time and without notice. The Service Provider reserves the right at any time to ask the User for any additional documents that can be used for identification purposes.
- 3.5. The login and password used to access the Extranet are confidential and must not be disclosed to third parties. As a result, unless proven otherwise, whenever these items are used to log in, they shall be deemed to have been used exclusively by the User, who accepts full responsibility in this regard.
- 3.6. Any use of the Tools not covered by the scope of these GTCU shall be expressly and previously authorised by the Service Provider.
- 3.7. If one or more of the Tools are modified by the Service Provider, the User or his representatives shall be informed by the Service Provider by any means. The User shall stop using the previous version of the Tool within 30 days of the date on which the information about the modification is received.

4. Guarantee

- 4.1. The Service Provider exclusively guarantees the material existence of the Tools and states that he is the holder or licensee of the intellectual property rights associated with these Tools.
- 4.2. In the event that any faults or malfunctions are observed during the use of the Tools, the User may contact the Service Provider who shall make every effort to remedy the situation, to the exclusion of any other guarantee.
- 4.3. The Service Provider does not guarantee the User against any faults or malfunctions arising from the use of the Tools or software incompatibilities following the download of said Tools.
- 4.4. The Service Provider does not guarantee that the Tools are suitable for the specific needs of the User.
- 4.5. The User acknowledges that internet features and constraints are such that the security, availability of integrity of data transfers during their communication over the network cannot be guaranteed.

5. Responsibility of the Service Provider

- 5.1. Except for any public policy provision, in view of the fact that the Service Provider makes the Tools available to the User free of charge, the Service Provider does not accept responsibility and cannot be held liable for damages of any kind, including technical, financial, commercial (and in particular loss of turnover), damage to image or reputation, or any other, of a direct or indirect nature that may occur in connection with the use of the Tools.
- 5.2. In relation to the distribution of content to third parties by the User, the Service Provider does not proceed with any prior moderation or control in advance of publication by the User. As a result, the Service Provider cannot be held responsible for the publication of any content which falls within the exclusive responsibility of the User. In this capacity, the Service Provider is not subject to any obligation to control the content distributed by the User, or any obligation to store or preserve the content, or any obligation of advice or identification of facts or circumstances which reveal the unlawful nature of the content produced by the User.
- 5.3. Subject to any public policy provisions, the Service Provider may not be held responsible in the event:
 - that the Tools are used in any way not established in the user documentation or in a way not expressly authorised by the present GTCU;
 - that all or part of the Tools are concerned by a modification not carried out by the Service Provider;

- that all or part of the Tools are used when the Service Provider, following a difficulty or for any reason whatsoever, had recommended that their use be suspended;
- that the Tools are used in an environment or according to a configuration which fails to comply with the technical prerequisites of the Service Provider;
- that the User's content is lost, when the latter has not taken the precaution to back up his data independently of his own content by which the Tools are concerned;
- that any damage occurs as a result of a fault or negligence on the part of the user, or any that could have been avoided by seeking the advice of the Service Provider;
- that any programmes not supplied or endorsed by the Supplier, and which may affect the User's IT system, are used in relation to the Tools.
- of any malfunction affecting the internet, transfers and/or receipt of any data and/or information via the internet.

5.4. The Service Provider does not accept responsibility for any offers and content that he does not control. By accessing the Tools, the User may encounter information about and links to third-party sites and content. The Users are fully responsible for any access to the same.

5.5. Our tools comply with applicable regulations in France and the EU. The Service Provider may not be held responsible for any failure to comply with the legislation of the country to which the Tools are supplied and the User, who is exclusively responsible for checking these matters, is liable in this regard.

6. Responsibility of the User

6.1. The User operates the Tools by his own initiative and under his exclusive and entire responsibility. The user is solely liable for any damages and faults that he causes to third parties and to himself in the use of the Tools.

6.2. The user undertakes to adhere to the rules set out herein. If he does not respect them, the Service Provider is authorised to refuse access to all or part of the Tools, without prejudice to the suspension and/or termination of the present GTCU in the context of Clause 9. The user may not claim any compensation whatsoever or any refund in this case.

7. Intellectual property rights

7.1. The Service Provider is and continues to be the owner of all intellectual property rights (including copyright, trademark rights, database rights, etc.) in relation to the Tools, content, photos, videos, banners, articles, studies, drawings, models, prototypes, brand, etc., produced (even at the request of the User) with a view to supplying the Tools to the User. Subject to the present GTCU, the User therefore undertakes not to proceed with any reproduction or exploitation of the Tools, without the express, written and prior authorisation of the Service Provider who may condition such consent on the payment of financial consideration.

7.2. The User is hereby authorised to reproduce and publish the Tools in order to guarantee his own advertising and external and internal communication, by any means on paper, audio-visual and/or electronic media (including internet), exclusively within the context of the commercial relations with the Service Provider, worldwide and for the period of protection of the intellectual property right in question within the meaning of French law.

7.3. Provided that the entirety of the present GTCU are respected, the rights are granted by the Service Provider free of charge and on a non-exclusive basis. They may be freely revoked at any time by the Service Provider.

7.4. The Tools are exclusively intended for the strictly personal use of Users and may not be covered by any transfer, licence, exploitation or user agreement with third parties to the present GTCU, even without consideration. However, the User is authorised to disclose and arrange for the Tools to be reproduced by his subcontractors, not least his own IT or advertising service providers, for the sole use and in the sole interest of the User, exclusively within the context of the present agreement. Under no circumstances is the subcontractor authorised to reproduce or disclose the Tools for any other use, exploitation, reproduction or

publication, with or without consideration, either for the sole benefit of the subcontractor or for the benefit of third parties. If this clause is breached, the User guarantees the Service Provider and shall be fully responsible for the actions of his subcontractor.

- 7.5. The User is not authorised to modify or arrange for the modification of the Tools, unless he is performing dimensioning operations according to his needs, strictly within the limits of what is necessary for his publication. No other modification or adaptation is authorised.
- 7.6. The credits (indication of the name of the author(s) and other holders of rights) associated with the Tools shall, in all cases, be featured on or next to the Tools, when they appear on the Tools.
- 7.7. Under no circumstances shall the use or modification of the Tools by the User infringe upon and/or be detrimental to the image and/or the reputation of the Service Provider, his teams, his assignments or his partners and/or his public or private partners.
- 7.8. If the terms and conditions of use are not respected, the Service Provider may bring legal action against the User for unlawful use.

8. Personal data of natural person Users

- 8.1. In accordance with EU Regulation (EU) No 216/679 of 27 April 2016 (GDPR), when the personal data of Users are processed by the Service Provider, the User benefits from a right of access, opposition, rectification, portability or erasure or even restriction of processing by contacting the Service Provider at contact@clipso.com.
- 8.2. If the User makes contact by e-mail or letter, his surname, forename, e-mail address and postal address should be indicated and the reason for his request and/or the right that he wishes to exercise should also be mentioned.
- 8.3. This request to exercise his rights shall be accompanied by a photocopy of an ID document bearing the signature of the user to ensure that his ID can be checked and shall specify the address to which he wishes the response to be sent. A response shall then be sent within a period of 1 month of the receipt of the request.
- 8.4. For any further information about the personal data of users and cookies, please see out personal data charter at the following address: contact@clipso.com.

9. Term, suspension and termination of the GTCU

- 9.1. The present GTCU are concluded for an indefinite period. As a result, each party may freely terminate the present GTCU subject to a notice period of 1 month issued by any means and, in particular, by e-mail.
- 9.2. In any event, the Owner reserves the right to immediately close the User account, immediately terminate the present GTCU and/or suspend access to all or part of the Tools, in relation to all or part of their sets, at any time, if he takes the view that the circumstances require such action and prevent the normal performance of the services and/or if any malfunctions take place, in any form and howsoever caused, including in the event of fraud or attempted fraud, or non-compliance with French law, and/or the present GTCU and/or an infringement of third-party rights. Users are informed of any such measures at the earliest possible time. The user may not claim any compensation whatsoever or any refund in this case.
- 9.3. In the event that the present GTCU are terminated, the User undertakes to erase any use, reproduction and public disclosure of all or part of the Tools from all his electronic media, including his website. In general, he undertakes not to proceed with any further publication or distribution involving the Tools, irrespective of the medium used (paper, audio-visual, digital, etc.).
- 9.4. In the event that the present GTCU are terminated, the User may not reprint or reproduce all or part of the Tools on any tangible medium, including any paper or digital medium.
- 9.5. The Service Provider may immediately close the account of a User without notice and at his discretion if the User's account has not been active during a period of 2 (two) years.

- 9.6. When the present GTCU are no longer valid, irrespective of the reason in question, the Parties shall be discharged from all the commitments arising from the same, provided that any confidential information that may have been exchanged in execution of the present GTCU is not disclosed and subject to any dispute settlement clauses.

10. General Clauses

- 10.1. The data registered in the servers of the Service Provider shall be used as proof of all the relations with the User, until such time as proof to the contrary is established.
- 10.2. The User undertakes not to transfer, for any reason and in any form whatsoever, with or without consideration, the GTCU or any of his rights and obligations to a third party without the express consent of the Service Provider.
- 10.3. Titles merely have a value of convenience. In the event of a contradiction between the title and body of a clause, it is specified that the body of the clause shall prevail.
- 10.4. It is formally agreed that any tolerance or waiver by either Party, in application of all or part of the commitments established in the present Agreement, irrespective of their frequency and duration, may not be regarded as an amendment to the present agreement or generate any right whatsoever.
- 10.5. The invalidation of one or more clauses of the present agreement may not affect its other clauses which shall continue to be fully valid and effective, provided that the general economy of the convention is able to be retained.
- 10.6. The Parties undertake not to disclose to any person, either directly or indirectly, all or part of any kind of information, be it of a commercial, industrial, technical, financial or nominative nature, which has been revealed by the other party or of which he becomes aware in the performance of the present agreement. Each party acknowledges that any disclosure would be detrimental to the interests of the other party and would incur his liability. Within the meaning of Article 1204 of the French Civil Code, each party ensures that his officials, agents or duly authorised subcontractors comply with the non-disclosure undertaking established above.

11. Disputes, Language of the Agreement, Applicable Law

- 11.1. In accordance with the provisions of Article 122 of the French Code of Civil Procedure, the Parties undertake not to bring any legal action against the other, failing which they shall face a dismissal. During the conciliation process, the limitation period is suspended; therefore, after 30 days, the attempted conciliation shall be deemed to be finished. On the other hand, by virtue of Article 1531 of the French Code of Civil Procedure, the conciliator is bound by a non-disclosure obligation. Any expenses, disbursements, fees and costs of conciliation shall be divided equally between the Parties.
- 11.2. The Parties expressly agree that the present GTCU and the consequent relations are governed by French law. If they are translated into one or more languages, the French text shall prevail in the event of a dispute.
- 11.3. In the absence of an amicable resolution, and subject to any applicable public policy provisions, the dispute shall be settled through litigation before **any competent court of Strasbourg (France)**, notwithstanding any interlocutory proceedings, third party action, multiple defendants or precautionary or ex parte proceedings.