

## GENERAL CONDITIONS OF USE NATEOSANTE

### 1- Purpose

1.1 - The purpose of the **GCU**, including the Glossary and the Preamble, is to determine the conditions under which NatéoSanté offers the following services to the User via the Application and in particular:

- to be able to follow the evolution of the air quality of the room in which the Product is located
- to visualise air quality historical
- to be informed of the operational status of their fleet of Products and receive email alerts in the event of defects
- to download reports
- to view the outdoor air quality in the vicinity of its establishment (in Europe only)

1.2 - **The User is expressly reminded that the Data accessible via the Application constitutes a decision-making aid and does not replace the know-how of a skilled person or that of the User in making decisions to improve the quality of the air.**

1.2 - All Personal Data related to the creation and use of the User Account is managed in compliance with the RGPD, as described in the personal data protection policy.

### 2 – Initiation and implementation of the User Account

#### 2.1 - Creation of the User Account

##### 2.1.1 - Individual User

Once the Purchase Order form is signed by the Parties, NatéoSanté creates the User Account. Via the link sent by NatéoSanté, the User-individual creates their password and should then verify their details [title, surname, first name, email address, mobile phone number, home address]. Any utilisation of the User Account implies validation of the Data by the User and compliance of the Application.

The User undertakes to keep the above listed contact details up-to-date.

##### 2.1.2 - Professional User

Once the Order Form is signed by the Parties, NatéoSanté creates the User Account via the link sent by NatéoSanté, the professional User next creates his password and should then verify their details [the company name, the sector of activity, the address, their title, surname, first name, email address, mobile phone number].

All utilisation of the User Account constitutes validation of the Data by the User and compliance of the Application. The User undertakes to keep the above-listed contact details up-to-date.

2.1.3 - The User ID is strictly personal and must be kept confidential. The User knowingly acknowledges that the successive entry of their email address and password is equivalent to identification on their part. **This obligation is essential to the User and relevant to their obligation to secure their User Account and, more generally, not to cause a security breach.**

2.2 - Once the User Account has been opened in the Application, the User must manually connect the Product to the Wi-Fi to make the Data flow between the Product and the Application work.

2.3 - The User Account is reserved exclusively for the User and NatéoSanté and its subcontractors and distributors.

#### 2.4 - Availability of the Application

NatéoSanté will do its best to ensure the availability of the Service 24 hours a day and 7/7 days a week, except during maintenance periods and in cases of Force Majeure as described in the article "Force majeure" below, events beyond the control of NatéoSanté, notably those linked to actions of the Application's editor, possible breakdowns and interventions that are necessary for the proper functioning/operation of the Service.

### 3 - User licence and ownership of Data

3.1 – To allow creation and utilisation of the User Account, NatéoSanté grants the User a personal, non-exclusive, and non-transferable licence for the services accessible via the Application. The present licence does not give the User any other intellectual property rights on the Application, its content and its development, or the Enriched Data.

In particular, the User is strictly forbidden, without prior written consent from NatéoSanté:

- to make any form of reproduction or representation of the Enriched Data, the Application, or its documentation, or to alter or mask in any way whatsoever, the trademarks, distinctive signs, or mentions of authorship affixed to the Enhanced Data and the Application;
- to correct or have corrected by a third party any errors and/or anomalies in the Enriched Data and/or the Application, corrective and evolutionary maintenance are assured by the Service Provider;
- modify or seek to circumvent any protection device for the Enriched Data or the Enriched Data or the Application
- distribute or market the Enhanced Data or the Application, whether paid or free of charge, or to use it to train third Parties
- translate, adapt, arrange, modify the Enhanced Data or the Application and with a particular view of the creation of any new or derived functionalities of a new and derived software
- to carry out research of the Enhanced Data or the Application for the purpose of creation of a derivative or competing work.

3.2 - With the exception of personal Data, which are managed in accordance with the personal Data protection policy accessible on the NatéoSanté website ([nateosante.com](http://nateosante.com)), the totality of any Data resulting from the use of the Application and the Product by the User belongs to NatéoSanté. NatéoSanté is therefore free to use it as it sees fit.

### 4- Assistance – Support

NatéoSanté undertakes to provide the necessary means to address the User's requests: availability and competence of the personnel in charge of the calls, their analysis and finding solutions, and to intervene in the shortest possible delay.

The support service is available from 9:00 am to 12:00 pm and from 2:00 pm to 5:00 pm from Monday to Friday, excluding French public holidays, on the telephone number specified on the website [nateosante.com](http://nateosante.com).

### 5- User Obligations

5.1 – Prior to use, the User certifies that they have checked that all their hardware, software and Internet are sufficiently sized and compatible to enable them to use the Application correctly and throughout the whole technical development of the Application. The User is responsible for the maintenance and updates of his software and hardware.

NatéoSanté cannot be held responsible in the case of non-respect of this obligation by the User.

The User acknowledges that they subscribe to the Application with full knowledge of its content and performance. Except in the case of malfunctions preventing access to the Data, the User therefore accepts the provision of the service as it stands, with its possible imperfections, which do not constitute a sufficient reason to terminate the contract.

5.2 - It is the responsibility of the User to ensure that the services of the Application are suited to their own needs, notably concerning the information provided in the documentation and on the Natéosante website.

If the User has not contacted NatéoSanté to ask for further information, then the User acknowledges that they have been sufficiently informed.

5.3 - The User undertakes to utilise the Application in accordance with these **GCU**. The User shall refrain from any type of unauthorized use by these **GCU**, and in particular:

- to grant sub-licences to any third party, including its subsidiaries
- to lend or give access to the Application by any means whatsoever
- to use the Application in accordance with its intended purpose

## 6 - Obligations of NatéoSanté

6.1 - NatéoSanté's obligations under the **GCU** are expressly acknowledged by the User as being obligations of means. Thus, NatéoSanté shall use its best-known and reasonable means in accordance with the rules of the trade, in accordance with the laws and regulations in force, and in accordance with the ethics of its profession to execute the contracted services, notably with regard to the fight against intrusions and other malicious acts.

NatéoSanté undertakes to use the best known means in the profession, reasonably applicable to guarantee the availability of the Application; availability is defined as accessibility to all the functionalities of the Application. However, NatéoSanté cannot be held responsible for any disruptions, interruptions/anomalies that are not of its making and that affect transmissions via the Internet network and on a more general basis, via the communication network, regardless of the extent and duration.

6.2 - NatéoSanté reserves the right to shut down access to the Application in order to maintain the hardware and software

that is necessary for hosting. Whenever possible, NatéoSanté will inform the User in advance of any interruption of access to the server, due to its own being or of which it may be aware.

## 7 – Responsibility

The responsibility of NatéoSanté can only be engaged if it can be shown that the fault is attributable to it. It cannot be held liable in the event of force majeure as described below.

It is expressly agreed between the Parties that the responsibility of NatéoSanté, if its fault is recognized, does not cover indirect damage, such as operating losses, loss of profit, commercial or financial prejudice, and/or increase in general expenses, possibly incurred by the User.

NatéoSanté cannot be held responsible in case of any non-conforming use of the Application and/or the Product by the User or if the **User** has not fully assessed the capacity of their technical and computer environment (software, Internet flow, etc.) nor have they effectively carried out the maintenance and maintenance and updates of the Application, the Product, or its IT infrastructure.

It is expressly agreed that, if NatéoSanté's responsibility were to be recognized in the execution of the present contract, the User may not claim any other compensation and/or damages other than the reimbursement of the value of the Product at the date of the damaging event.

## 8 – Duration

The **GCU** come into force from the date of purchase of the Product and for a period of 3 years.

They will be extended by tacit agreement for identical periods unless either Party decides to terminate the contract by sending a registered letter with proof of delivery, 90 days before the anniversary date.

## 9 – Termination

9.1 - In the event of a breach by one of the Parties of any of its obligations under the **GCU**, the other Party may give formal notice in order to find a solution to the breach. Under the **GCU**, the other Party may give formal notice to remedy this breach within a maximum period of thirty (30) from the date of the termination notification. Notably, non-payment of an invoice by the User or the non-performance of any of the obligations listed in the articles "Obligations of NatéoSanté" and "Obligations of the User".

If, at the end of this period of thirty (30) calendar days, the breach has not been or will not be remedied, in whole or in part, the other Party may automatically terminate, by registered letter with proof of receipt, the **GCU** without prejudice to any damages and interest to which it may be entitled under the **GCU**.

9.2 - The **GCU** shall be automatically terminated in the event of the disappearance, for any reason whatsoever, of the operating licence granted by the publisher of the Application to NateoSanté. NatéoSanté undertakes to inform the User by the appearance of a message on the User Account, at least 30 days before the termination takes effect.

## 10 - User Account Closure and Effects of the Closure of the User Account

10.1 - The User may delete his User Account at any time.

10.2 - At the expiry of the term or in all cases of termination, the Identifiers will be disconnected, and the User will no longer have access to the Application or the Data.

From the moment the licence, which notably concerns the Enriched Data is terminated or comes to a term the user will no longer have access.

The Raw Data collected up to the date of the end of the subscription or the effective date of the termination may be given to the User at the User's first request, in a format as is customary for exploitation.

After a period of three months from the effective date of termination or the end of the term, the Raw Data may be delivered as part of a special service. This delivery may be subject to a quote, to be accepted in advance by the User. After the period of 2 years from the effective date of the termination or the end of the term, the Data will no longer be transferable.

## 11 - Financial conditions

11.1 - The annual price of the subscription is established on the Purchase Order form.  
All payments of NatéoSanté invoices are made exclusively by direct debit.

11.2 - The subscription price does not include the cost of telecommunications including access to the Internet allowing the use of the Application, which remains the responsibility of the User, nor the cost of travel, which will be invoiced separately.

Unless otherwise indicated, all prices are in Euros excluding tax (€ excluding TAX) to which are added applicable taxes (TVA -VAT).

Unless otherwise agreed between NatéoSanté and the User, an annual increase of 3% may be applied by NatéoSanté.

NatéoSanté informs the User who must agree, that it will also pass on any possible increase in prices from its suppliers or subcontractors - hosts or editors - publishers -. The increase will take place every year on the anniversary date of the subscription. NatéoSanté will supply the user, upon their first request, the elements demonstrating the said structural increases that have been applied.

11.3 - NatéoSanté reserves the right to index, by right and without prior notice, the annual price at each renewal, within the limit of the variation of the Syntec index, which the User accepts in advance, in accordance with the following formula:  $P = P_0 \times S / S_0$  ( $P$  = new price -  $P_0$  = price agreed at the signing of the present NatéoSanté service subscription -  $S$  = value of the Syntec index on the revision date -  $S_0$  = value of the Syntec index on the date the **GCU** takes effect]. In the event of the deletion of this index for any reason whatsoever, it shall automatically be replaced by a similar index in relation to the activity of NatéoSanté.

The User can only contest this new index during the month following the date of the letter notifying him of the revised prices. In case of dispute, the replacement index will be determined by an expert appointed by mutual agreement between the Parties or, failing this, by the President of the Nantes Commercial Court of Nantes at the request of the most diligent party. The costs shall be shared 50/50 between the Parties.

11.4 - In the event of a change in its rates that are greater than the increase resulting from the Application of articles 11.2 and 11.3, NatéoSanté will inform the User at least 30 days before the date of Application. The user will then be free to terminate the **CGU** under the conditions of article 9.

## 11.5 - Late payment

Unless postponed specifically by NatéoSanté, any delay in payment of all or part of a sum on its due date, will carry conventional interest rates to their benefit, at the legal interest rate increased by 3 points. The Parties agree that this rate is calculated pro rata temporis per period of one calendar month and each month that has begun is required to be paid in full and counted as a whole month.

11.5 - In addition, in the event of late payment, the User shall automatically be liable to pay a fixed indemnity for collection costs of €40.

These costs may be invoiced in real terms upon presentation of supporting documents (e.g., bailiff's fees, lawyers' fees, etc.).

Likewise, NatéoSanté may suspend all current services by right, regardless of their nature and level of development. However, this suspension cannot be considered as a termination of the subscription by NatéoSanté, nor shall it give the User any right to compensation.

## 12 - GCU Modifications

The **GCU** can be modified by NatéoSanté at any time to integrate, on the one hand, any applicable legislative and jurisprudential developments to the Internet and on the other hand, any technical or technological evolution that improves the Application.

For all other reasons, NatéoSanté reserves the right to modify at any time the provisions of the **GCU** including the financial conditions. The modifications will be brought to the attention of the User by email sent to the address indicated on the User Account and will come into effect 30 days after reception by the User.

In the event of disagreement on the part of the User, the latter may evoke his right to cancel. This being the reason, the termination will take effect 30 days on the User Account from the date the modifications are effective.

## 13 - Force majeure

- In addition to the events usually accepted by French case law as cases of force majeure, the obligations of the Parties shall be automatically suspended in hypotheses of events independent of their express will, preventing the normal execution of the present **GCU**, such as earthquakes, armed conflicts, epidemics or pandemics, fire or flooding of the business operating premises of either Party and of the Data backup center, storm, blockage of means of transport for any reason whatsoever or partial strikes outside the company, total or partial regional, national or international blockage of telecommunications and blockage of the total or partial regional, national or international computer networks. Force majeure also includes technical breakdowns caused by malicious acts (e.g., hacker attacks, denial of service, etc.).

- The Party that observes the event shall immediately inform the other Party of its inability to perform its service and shall justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-execution of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

However, as soon as the cause of the suspension of the mutual obligations disappears, the Parties shall make every effort to resume normal execution of their contractual obligations as soon as possible.

## 14 - Miscellaneous provisions

If any of the provisions of these **GCU** are null and void, they shall be deemed to be unwritten, but this shall not render all of the contractual provisions null and void.

The fact that either Party does not avail itself of a breach by the other Party of any of its obligations hereunder shall not

be construed as a waiver of the likelihood of claiming the enforcement of the obligation in question.

The Parties accept and recognise, any email exchange between them, as valid evidence that can be produced in court.

In the event of translation of the **GCU** into a foreign language, only the French version of the text will be deemed authentic.

## **15 - Settlement of disputes**

These **GCU** are subject to French law.

Except in the case of summary proceedings or in an emergency, any dispute relating to the GTU, resulting from its signature, its execution, interpretation, termination, or validity, must be the object of an attempt at an amicable settlement by the Parties.

To this end, the Parties agree to meet within 15 (fifteen) days of receipt (date of the first presentation of a letter by postal services), from one of the Parties, of the notification of the said dispute, and this by registered letter with proof of delivery sent to the other Party.

In the absence of an amicable solution to the dispute within 15 (fifteen) days of the meeting of the Parties in the conditions referred to in the above paragraph, the dispute shall then be submitted to the competent court according to the terms and conditions defined below.

In the absence of an amicable agreement, the Parties shall submit all disagreements, even in the event of warranty claims or multiple defendants, to which these **GCU** could give rise, and this for their validity, interpretation, execution, or termination, to the competent Court of NatéoSanté' head office.

## **16 – Electronic Signature**

The present **GCU** can be signed electronically, which each of the Parties knowingly accepts, by means of the service made available by NatéoSanté, in accordance with the provisions of articles 1366 and 1367 of the Civil Code. The electronic signature is then considered proof in accordance with article 1368 of the Civil Code.

Each of the Parties acknowledges and irrevocably accepts that this electronic signature will have the same legal value as a handwritten signature, and it can be validly enforced. The present electronically signed contract constitutes the original of the contract.

The Parties, therefore, undertake not to contest the admissibility, enforceability, or evidential value of this contract signed in electronic form.