

GENERAL CONDITIONS OF USE
VERSION 1.8 – 10/09/2022

TRANSFERNOW

TransferNow is an online platform, accessible at the address www.transfernow.net (the "**Website**") operated by Highsense, a simplified joint stock company with a capital of 2,500 euros, whose registered office is located at 9, rue des Victoires in Boulogne-Billancourt (92100), registered at the Nanterre Trade and Companies Register under the number 833 205 669 and with the intra-community VAT number FR60833205669 (the "**Company**"). Said platform offers various online file transfer services.

The purpose of these General Conditions of Use (the "**Conditions**" or taken as a whole, the "**Contract**") is to define the terms and conditions governing the relationship between Users of the Website and the Company. These Conditions constitute a contractual agreement for an indefinite period from the acceptance by the User of this Contract.

The User undertakes during each of his visits to the Website to comply with all of these Conditions without any reservation. Consequently, the User acknowledges having read the Conditions and agrees to be bound by these provisions. If the User accesses the Website on behalf of a company or any other legal entity, he is nevertheless personally bound by this Contract.

PRELIMINARY ARTICLE – DEFINITIONS AND RULES OF INTERPRETATION

0.1. Definitions

Unless defined in other sections of this Contract, terms and expressions beginning with a capital letter hereinafter used have the following meanings:

- "**Subscription**" has the meaning assigned to it in Article 2.1;
- "**Subscriber**" refers to any User who has subscribed to a Subscription;
- "**Condition(s)**" has the meaning assigned to it in the preliminary description;
- "**Contract**" has the meaning assigned to it in the preliminary description;
- "**File(s)**" refers to any file that can be processed via the Services;
- "**Page**" has the meaning assigned to it in Article 3.1;
- "**Service(s)**" refers to the service or services offered by the Company on the Website as referred to in Articles 2 and 3;
- "**Website**" has the meaning assigned to it in the preliminary description;
- "**Company**" has the meaning assigned to it in the preliminary description; and
- "**User**" refers to any natural or legal person using the Website.

0.2. Rules of interpretation

The rules set out below apply to the interpretation of this Contract:

- (a) the titles of the articles and annexes are included for convenience and in no way affect the interpretation of any of the provisions of this Contract;

- (b) the use of the expressions "including", "in particular", or "notably" implies that the list which follows them is not limitative nor exhaustive;
- (c) the term "or" is not exclusive;
- (d) the definition given to a singular term also applies to that term when used in the plural and vice versa. The same is true of the use of the masculine or feminine gender;
- (e) time limits expressed in days, months or years must be counted in accordance with the provisions of Articles 640 to 642 of the French Code of Civil Procedure;
- (f) any reference to a party includes a reference to its heirs, successors and assigns; and
- (g) any reference to a document means such document as it could be modified or replaced (other than in violation of the provisions of this Contract).

ARTICLE 1 – ELIGIBILITY FOR THE SERVICES – CREATION OF AN ACCOUNT

1.1. Eligibility for the Services

To be eligible for the Services, the User must be a natural person who has reached the age of 18 and has full legal capacity or a legal person duly registered as such in the trade and companies register under its jurisdiction.

The creation of a member account is not required for the use of the Services except in the case of a Subscription.

1.2. Creation of an account

The creation of a member account on the Website is a mandatory prerequisite for a Subscription. It involves completing the registration form, available on the Website, by providing accurate, up-to-date and complete information. This information must subsequently be regularly updated by the User in order to maintain their accuracy.

The User must choose a username consisting of a valid email and a password. User account access codes are strictly confidential. In the event of unauthorised use of his account or any breach of the confidentiality and security of his means of identification, the User must, without delay, inform the Company.

Each User agrees to create only one account corresponding to his profile.

ARTICLE 2 - OPERATION OF THE SERVICES

2.1. Designation of the Services

The Website provides access to the File transfer service, including, amongst other things, securing the transfer or protecting access to the File through a password (the "**Service(s)**").

Some of the Services offered are only accessible as part of the subscription by the User (the "**Subscription**"), the terms of which are specified in Article 3. In any event, this Article 2 governs also the terms of use of the Services accessible via a Subscription unless otherwise and expressly stipulated in Article 3.

2.2. User licence

The Company grants the User of the Services a personal, non-exclusive, non-assignable and non-transferable right to use said Services for the duration of the provision of the Services by the Company to said User.

The temporary provision of the Services cannot be analysed as the transfer of any intellectual property right to the User.

The User agrees to use the Services only in accordance with his needs. This licence is granted only for the sole purpose of allowing the User to use the Services in accordance with their destinations and to the exclusion of any other purpose.

The User may not under any circumstances make the Services available to a third party and must strictly refrain from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive. It is also prohibited, without prejudice to the provisions of Article 4.2 below, to reproduce any element of the Website or any documentation concerning it, by any means, in any form and on any medium whatsoever.

2.3. Availability of the Services

The Company provides the User with the Services accessible on the Website via the Internet 24 hours a day, 7 days a week, with the exception of maintenance periods. The Services linked to the Subscription are, however, accessible only for the duration of the Subscription taken out, subject to full compliance with these general conditions by the Subscriber.

The Company reserves the right to update and make functional changes to the Services at any time. These updates and functional changes to the Services may temporarily make access to said Services unavailable.

The User is warned of technical hazards and access interruptions that may occur. Consequently, the Company cannot be held responsible for the unavailability or slowdown of the Services.

The User agrees not to expose the Services to any risk of hacking and attempted attack on the vulnerability of the Website and its security system. Consequently, the User must put in place all the appropriate measures to prevent the aforementioned risks or any other risk likely to affect the Website and its host.

2.4. Duration of the Services

The Services are provided to Users by the Company for an indefinite period. The Company may terminate the Services at any time without compensation for the Users.

As an exception, the Subscriber has access to the Subscribed Services for the duration of his Subscription under the conditions of Article 3.

2.5. Nature of the Files processed

The User agrees not to enter a File, the content of which would be likely to infringe public order or good morals, provoke objections from third parties, or even contravene the legal provisions in force.

Consequently, it is expressly agreed that in the event that the Company is questioned, for any reason whatsoever, in any country whatsoever, by a third party on the basis in particular of an industrial and/or intellectual property right relating to an element provided by a User, this User undertakes to fully guarantee the Company of the direct and/or indirect economic and financial consequences (including the costs of proceedings and defence) which would result from these claims.

It is reminded that the Files submitted by Users and the information shared by them can be collected and used by third parties, in particular via the link referred to in Article 2.7. In this sense, the Company does not guarantee compliance with the ownership of this data; it is the responsibility of the User to take all the necessary measures to preserve ownership of his data.

The User is informed that the protection of access to Files by password is not absolute and requires the taking of all measures by the latter in order to keep confidential the password generated on the Website. Consequently, the Company cannot be held responsible for the storage or sharing conditions for any password generated on the Website.

The User must ensure that the Files, more generally data, are sent to the Website, and cannot blame the Company on any basis and for any reason whatsoever for the non-receipt or loss of the data transmitted. The User will thus care to keep a backup of the data transmitted.

2.6. Quality of the transferred Files

With regard to the free services, it is expressly agreed that the Company in no way guarantees the effectiveness of the Services and consequently the quality of the Files transferred as part of the use of the Services.

Consequently, the User is solely responsible for the Files that he transfers and cannot blame the Company, in particular for any malfunction of the Services.

As an exception, as part of the Subscription, the Company undertakes, by an obligation of means and not of result, to preserve the integrity of the Files transferred via the Service. The Company cannot, however, ensure perfect receipt of the Files from the recipient of the transfer. The recipient is required, alone, to have all the IT tools required for receiving Files.

In any event, the Subscriber is recommended to keep a backup of the Files transmitted. Hence, in the event of loss or alteration of Files, the Company cannot be held liable.

2.7. Conservation of the generated Files

During each use of the Services, the Website automatically generates an unindexed internet link protected by a unique and personal access key from which the User has the possibility of finding all the Files that he will have generated during said use of the Services.

The Files generated are kept by the Company for a period of 7 calendar days, calculated hour to hour.

The User is expressly informed that the Company does not guarantee such retention. It undertakes only by an obligation of means to provide its best efforts in the aim of such conservation. For Non-Subscriber Users, in the event that such retention would generate a financial burden that is difficult for the Company to bear, the Company reserves the right to delete said Files without prior information to the User.

The User is solely responsible for the use of the generated link. This use cannot, however, risk causing the vulnerability and proper functioning of the Website and its host.

2.8. Data ownership

2.8.1. Principle

The User of the Services remains the owner of all the data he communicates in the context of the use of the Services.

2.8.2. Object, nature and purpose of processing personal data

As part of the use of the Services, the Company may need to process personal data contained in User Files.

These data are processed only for the provision of the Services.

2.8.3. Role of the Company

The Company only assumes, within the meaning of EU Regulation 2016/679 of April 27th, 2016, the role of a subcontractor of the User in the context of the processing of personal data.

Consequently, the Company does not determine the purposes and means of processing personal data. Personal data is only processed by the Company on the instruction of the User entered on the Website as part of the use of the Services, including with regard to transfers of personal data to a third country or to an international organisation, unless the Company is required to do so under European Union or national law; in this case, the Company informs the User of this legal obligation before processing, unless the law concerned prohibits information for important reasons of public interest.

If the Company considers that an instruction constitutes a violation of EU Regulation 2016/679 of April 27th, 2016 or any other provisions of European Union or national law relating to the protection of personal data, it will immediately inform the User.

2.8.4. Confidentiality, security and collaboration

The Company undertakes to ensure compliance with the following obligations, with regard to personal data, through its staff or the service providers it resorts to for the execution of the present Contract:

- not to take any copy of the documents and information media entrusted to it, with the exception of those necessary for the execution of the present Contract or with the prior consent of the User and more generally to guarantee the confidentiality of personal data; and
- to take all the security measures required by article 32 of EU Regulation 2016/679 of April 27th, 2016. These measures are taken taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of processing as well as risks, the degree of probability of which varies, for the rights and freedoms of the persons concerned by the processing of their personal data.

In addition, the Company undertakes, throughout the entire duration of the Services, to:

- help, as far as possible, the User to fulfil all of his obligations relating to the requests submitted to him by the data subjects in order to exercise their rights provided for in chapter III of EU Regulation 2016/679 of April 27th, 2016, including in particular requests for the right of access, rectification, erasure (right to be forgotten), limitation of processing, opposition or portability; and
- notify the User, by email to the following address "privacy(at)transfarnow(dot)net", of any personal data breach after becoming aware of it. This notification is accompanied by any useful documentation to allow the User, if necessary, to notify this violation to the competent supervisory authority.

2.8.5. Subcontractors

The User authorises the Company to use any subcontractor of its choice for the execution of the present Contract. The Company informs the User of any planned changes concerning the addition or replacement of other subcontractors, thus giving the User the possibility of raising objections against said changes. This information will include the subcontracted processing activities, the identity and contact details of the subcontractor and the dates of the subcontract. The User has fifteen (15) calendar days from the date of receipt of this information to present his objections. This subcontracting can only be carried out if the User has not raised any objections within the aforementioned period.

The Company undertakes for the said subcontractor(s) to be subject to the same data protection obligations to which it is subject hereunder, it being specified that when this subcontractor does not fulfil its obligations in terms of data protection, the Company remains fully responsible to the User for the performance by said subcontractor of its obligations.

Under these conditions, the Company informs that it will, for the moment, resort to the following subcontractors:

For the storage part of files passing through the Service:

- Scaleway SAS, with its registered office located at 8 rue de la Villa de l'Evêque, Paris 75008, FR.
- DigitalOcean LLC, with its registered office located at 101 6th Avenue, New York, NY 10013, USA.
- Cloudflare Inc., with its registered office located at 101 Townsend St., San Francisco, CA 94107, USA. with its registered office located at 101 Townsend St in San Francisco, CA 94107, USA.

For the software and application part:

- Google Cloud France SARL, with its registered office located at 8 rue de Londres, 75009 Paris, FR.
- Amazon Web Services EMEA SARL, with its registered office located at 31 Place des Corolles, Tour Carpe Diem, 92400 Courbevoie, FR.
- Cloudflare Inc., with its registered office located at 101 Townsend St., San Francisco, CA 94107, USA. with its registered office located at 101 Townsend St in San Francisco, CA 94107, USA.
- Elasticsearch B.V., with its registered office at Keizersgracht 281, 1016 ED Amsterdam, NL.

2.8.6. Retention period

Personal data is kept for the entire period referred to in Article 2.4. At the end of the period stipulated in the aforementioned article and unless otherwise stipulated in Article 3, all data will be destroyed by the Company without prior information to the User.

ARTICLE 3 – SUBSCRIPTION

3.1. Object of the Subscription

The Company offers a Subscription on the Website allowing access to additional services.

Depending on the Subscription offer subscribed, the Subscriber benefits in particular from:

- an increased retention period for the Files depending on the offer subscribed;
- a possibility of integrating the File Transfer Service on its own web page (the "**Page**"); or
- storage space;
- a manager for transfers sent and/or received;
- an address book;
- a manager for contact list.

This Subscription is personal. Consequently, the Subscriber may not assign or make available, including free of charge, all or part of the rights and obligations applicable to the Subscription taken out without the prior written consent of the Company.

The Subscriber is informed that any Subscription in trial version automatically entails, in the absence of termination of his trial subscription according to the terms provided on the Website and before the end of the trial period, the subscription to the Subscription concerned for the duration of the commitment selected by the Subscriber on the Website (30 days or 1 year). The Subscriber will then be invoiced under the conditions provided herein.

3.2. Terms of use of the Subscription

3.2.1. Administrator Access

Administrator Access is carried out on the Website by means of the Subscriber's member account. It provides access to the administration and management settings of the Services giving the possibility in particular, in the event of a subscription to a "Team Offer" or an "Enterprise Offer", to add, edit or remove collaborators (*users*).

3.2.2. Subscriber Access

The Subscriber has the possibility via his Administrator Access, in the event of a subscription to a "Team Offer" or an "Enterprise Offer", to add or remove collaborators. Once added, login details will then be provided to said collaborators, which are strictly confidential.

Each collaborator agrees to strictly comply with these General Conditions.

The use of the Services by the collaborator assumes compliance with this Contract, for which the Subscriber vouches to the Company. The Subscriber then agrees to ensure proper compliance with these General Conditions by collaborators.

The Company reserves the right to take legal action against the Subscriber, on any basis and directly, in the event of damage of any kind caused by collaborators, in particular so that the Subscriber can repair all the harmful consequences caused by these third parties.

3.2.3. Integration of the File Transfer Service to the Page

The Subscriber has the possibility, throughout the duration of his Subscription, to integrate the File Transfer Service on any Page of his choice, provided that:

- this Page as well as the website of which this Page is part be fully owned and legally operated by the Subscriber;

- the purpose of the Page and of the website of which this Page is part are not likely to infringe public order or good morals, provoke protests from third parties, or even contravene the legal provisions in force;
- it be mentioned in a visible manner on the Page that the Service is operated by TransferNow.net by including a hypertext link;
- the Service be offered only in order to allow the Subscriber, operator of the Page, to receive Files; and
- the Subscriber carries out, alone and at his own expense, all the due diligence for the integration of the Service on the Page.

In any event and in accordance with the provisions of Article 2.5, the Subscriber must make sure alone that no user of the Page downloads and/or transfers a File whose content would be likely to infringe public order or good morals, to provoke protests from third parties, or to contravene the legal provisions in force.

Consequently, in the event that the Company is questioned, for any reason whatsoever, in any country whatsoever, by a third party on the basis in particular of an industrial and/or intellectual property right relating to an element provided by a user of the Page, the Subscriber undertakes to fully guarantee the Company of the direct and/or indirect economic and financial consequences (including the costs of proceedings and defence) which would result from these claims.

3.3. Duration of the Subscription

The Subscriber does not commit, by subscribing to the Subscription, over the duration of his subscription. He has the right to terminate the Subscription at any time and at his discretion, subject to notifying the Company of his intention to terminate the Subscription at least thirty calendar days before the next term. The Subscription must be carried out in accordance with the procedure provided for on the Website.

As an exception, the Subscriber may commit to a subscription period of one (1) year which can be tacitly renewed, without particular limitation for the same period. In the event that one of the parties does not wish to see the Subscription tacitly renewed, this party must notify its intention by registered letter with acknowledgment of receipt to the other party at least one (1) month before the initial term of the Subscription, the postmark being taken as proof.

The subscription will only be considered final after sending the Subscriber confirmation of acceptance of his subscription by the Company by email.

3.4. Prices

The Subscription is offered at the current rate appearing on the Website at the time of subscription. The prices are expressed in euros or in US dollars and do not include taxes.

The prices take into account any discounts that may be granted by the Company on the Website. They are firm and non-revisable during their period of validity as indicated on the Website, the Company reserving the right, outside this period of validity, to modify the prices at its discretion at any time.

3.5. Payment terms

The monthly amount of the Subscription must be paid by the Subscriber on the monthly anniversary date of his Subscription according to the payment terms mentioned on the Website. The first monthly payment will be paid and debited immediately upon subscription.

For any annual Subscription, the annual amount must be paid on the day of subscription.

Payments made by the Subscriber will not be considered final until the Company has actually received the amounts due.

An invoice is established by the Company and accessible from the Subscriber's member area.

Without prejudice to any damages and interest, the failure of the Subscriber to pay a single invoice on its due date automatically entails the application of late payment interest equal to two (2)% of the unpaid amount, per day of delay, up to a limit of one hundred and fifty (150)% of the unpaid amount and from the first day of delay to which are added the additional banking and management costs of 40 euros. The Subscriber will also cease to access the Subscription services.

3.6. Guarantees

The Subscriber is informed that, in application of article 15 of law 2004-575 of June 21st, 2004, the Company is fully responsible towards him for the proper performance of the obligations resulting from this Contract, whether these obligations are to be performed by it or by other service providers, without prejudice to its right of recourse against them.

However, the Company may exonerate itself from all or part of its liability by providing proof that the non-performance or improper performance of these presents is attributable either to the Subscriber or to the unforeseeable and insurmountable action of a third party to the provision of the services provided for herein, or to a case of force majeure.

3.7. Right of withdrawal

In accordance with the legal provisions in force, the Subscriber has a withdrawal period of 14 days from its Subscription.

However, by accepting these Conditions, the Subscriber may expressly request from the Company the immediate execution of the provisions provided for herein before the expiry of the withdrawal period and he may waive his right of withdrawal. Consequently, in application of Article L. 221-28 of the French Consumer Code, subsections 1 and 13, the Subscriber may not retract his commitment made on the Website.

3.8. Pre-contractual information - Subscriber acceptance

The Subscriber acknowledges having had communication, prior to subscription, in a readable and understandable manner, of these Conditions and all the information referred to in Articles L111-1 to L111-8 of the French Consumer Code, and in particular :

- the essential characteristics of the Subscription taken out, taking into account the communication medium used and the services concerned;
- the price of the Subscription and related costs;
- information relating to the identity of the Company, its postal, telephone and electronic contact details, and its activities, if they are not apparent from the context;
- information relating to legal and contractual guarantees and their implementation methods;
- the features of the digital content and, where appropriate, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to the right of withdrawal.

The fact of subscribing on the Website implies full adhesion and acceptance of these Conditions, which is expressly acknowledged by the Subscriber, who waives, in particular, the possibility to avail himself of any contradictory document, which would be unenforceable against the Company.

ARTICLE 4 – USE OF THE WEBSITE

4.1 Right of access to the Website

The Company, according to these Conditions, grants Users a revocable, non-exclusive, non-transferable limited right of access to the Services and the Website on a strictly personal basis. Any use of the Website contrary to its purpose is strictly prohibited and constitutes a breach of these provisions.

Use of the Website requires a connection and an internet browser. In order to guarantee the proper functioning of the Website, it is specified that the Website is optimised for:

- a screen resolution of 1200x768px;
- the latest versions of Chrome, Firefox, Edge, Safari and Opera browsers.

All hardware and software necessary to access the Website and use of the Services remain the sole responsibility of the User.

The Company reserves the right to suspend, modify, replace, refuse access or delete User accounts at its discretion.

4.2 User obligations

Users refrain from:

1. the transmission, publication, distribution, recording or destroying of any material, in particular the contents of the Website, in violation of the laws or regulations in force concerning the collection, processing or transfer of personal information;
2. creating fictitious profiles if the Website provides for the creation of profiles;
3. providing inaccurate information in any of the forms offered on the Website or not updating it regularly;
4. disseminating data, information, or content of a defamatory, abusive, obscene, offensive, violent or inciting to violence, or of a political, racist or xenophobic nature and in general any content which would be contrary to the laws and regulations in vigour or morality;
5. referencing or creating links to any content or information available from the Company's websites, except with the express, prior written consent of the Company;
6. obtaining passwords or personal identification data from other Users if the Website generates any;
7. using information, content or any data present on the Website in order to offer a service considered, at the sole discretion of the Company, as competitive with that of the Company;
8. selling, exchanging or monetising information, content or any data present on the Website or service offered by the Website, without the express written consent of the Company;
9. practicing reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to obtain the source code in relation to any underlying intellectual property used to provide all or part of the Services;
10. using software or manual devices or automatons, coding robots or other means to access, explore, extract or index any page of the Website;
11. endangering or attempting to endanger the security of a Company website. This includes attempts to monitor, scan or test for the vulnerability of a system or network or to violate security or authentication measures without express prior authorisation;
12. counterfeiting or using the products, logos, brands or any other element protected by the intellectual property rights of the Company;
13. simulating the appearance or operation of the Website, for example by performing a mirror effect;
14. disrupting or disturbing, directly or indirectly, the Company or the Services, or imposing a disproportionate load on the infrastructure of the Website or attempting to transmit or activate computer viruses via or on the Website.

System or network security breaches can lead to civil and criminal prosecution. The Company verifies the absence of such violation and may appeal to the legal authorities to prosecute, if necessary, Users who have participated in such violations.

Users undertake to use the Website fairly, in accordance with its purpose and with the legal and regulatory provisions, with these General Conditions and the practices in force.

ARTICLE 5 – INTELLECTUAL PROPERTY

All Website content, platforms and software made available, including designs, texts, graphics, images, videos, information, logos, button icons, software, audio files and others belong to the Company or its partners.

Any representation and/or reproduction and/or partial or total exploitation of the contents and services offered by the Company, by any means whatsoever, without the prior written authorisation of the Company, are strictly prohibited and could give rise to lawsuits.

When the Subscriber is a professional within the meaning of French consumer law, the latter authorises the reproduction and use of his logo or brand on the Website or any commercial medium for commercial reference purposes, for the duration of the Subscription and a period of two (2) years from the termination of the Subscription for any reason whatsoever.

ARTICLE 6 - PERSONAL DATA

6.1 Data collected

In order to allow any User to take full advantage of the Services and features of the Website, the Company collects various data. It is recalled that by registering on the Website, the User expressly accepts for this data to be collected, regardless of the country from which he connects.

These data are collected at different times and by various methods:

- When creating a member account: first name, last name, email address, password, company (optional), VAT number (optional), postal address, zip code, city, country;
- When transferring Files: e-mail address, sender name (optional), possible e-mail address of recipients, subject (optional), message (optional);
- When adding or removing a collaborator: first name, last name, email address, password;
- Log files and internet protocol (IP) address: the Company receives, with each connection to the Website, the link of the website from which the User has arrived and the one to which he goes when leaving the Website. The Company also receives the internet protocol (IP) address of the User or certain information relating to the operating system of his computer or his internet browser;
- Cookies: the Company uses cookie files which can be defined as text files that can be saved in a terminal when consulting an online service with browser software. A cookie file allows its issuer, during its validity period not exceeding 13 months, to recognise the terminal concerned each time this terminal accesses digital content containing cookies from the same issuer. However, it is possible to deactivate the use of cookies by modifying the User's preferences in their internet browser. In this case, certain features of the Website may no longer function.

6.2. Retention of collected data

Personal data is stored by the Company on its servers for processing as part of the use of the Services. They are retained, unless otherwise provided in these General Conditions, for a period of 36 months.

The User always remains the owner of the information that he transmits to the Company concerning him. He has, in accordance with Law No. 78-17 of January 6th, 1978, a right to access, rectify and delete personal data concerning him, as well as the right to oppose the communication of these data to third parties for valid reasons.

The User may exercise his rights by writing to the following email address: "privacy(at)transferrnow(dot)net" or to the following postal address: Highsense - 9, rue des Victoires - Boulogne-Billancourt (92100).

A response to the User's request will be sent to him within 30 days.

6.3. Purposes of data collection

Personal data is collected from Users in order (i) to allow the User to take full advantage of the Services and functions offered by the Website, (ii) to prevent any fraud and (iii) for statistical purposes.

This data may be communicated by the Company to any third party responsible for the execution, processing and management of the Services.

However, in different cases, the Company may disclose or share the personal data of a User to any other third parties, including:

- with the consent of the User;
- in order to comply with the law, the regulations in force, any legal proceedings, court decisions or any other case of mandatory disclosure; or
- to protect the rights, property or safety of the Website, its members or the public.

ARTICLE 7 – LIABILITY

7.1. Use of the Website

The role of the Company is limited to the technical provision of Services to Users.

The User is solely responsible for the consequences of using the Website.

The User is required to ensure that his use of the Website complies with legal and regulatory provisions as well as these General Conditions. The Company gives no guarantee to the User as to the compliance of the use of the Website, which he makes or plans to make, with national or international legal and regulatory provisions.

The Company has no general obligation to monitor data and content imported by Users, nor any obligation to remove content that does not appear to be manifestly illegal, notwithstanding its flagging.

It is reminded that the User is warned of technical hazards and access interruptions that may occur on the Website. Consequently, the Company cannot be held responsible for the unavailability or slowdown of the Services.

All the information, advice and guides and any other data displayed on the Website are not intended to constitute advice on the basis of which a decision could be taken by the User.

Consequently, the User must in no case take for granted the said information and data of the Website, but must independently verify all this information and data for himself. The Company cannot therefore be held responsible for the consequences of the use of the data and information displayed on the Website.

7.2. General provisions

In any event, the Company cannot under any circumstances be held liable for indirect or unforeseeable losses or damages of Users or third parties, which includes in particular any missed profit, inaccuracy or corruption of files or data or loss of opportunity related, in any capacity and on any basis whatsoever, to this Contract.

With regard to the free services, the Company assumes no responsibility for the use of the Services by Users. The use of the Services is then undertaken at the risk and peril of their Users.

The Company cannot be held responsible for the delay or non-performance of this Contract justified by a case of force majeure, as defined by the case law of French courts and tribunals.

ARTICLE 8 – RESTRICTION

The Company reserves the right to restrict, suspend or remove, without notice or compensation, the access of any User to the Website who uses the Services in an abusive or inappropriate manner. The assessment of the behaviour of the User is reserved to the sole discretion of the Company.

ARTICLE 9 – CONVENTION ON PROOF

The computer systems and files are taken as proof in the relationship between the Company and the User.

Thus, the Company may validly produce as part of any procedure, for the purposes of proof, data, files, programs, recordings or other elements, received, issued or stored by means of the computer systems operated by the Company, on any digital or analogue media, and rely on it unless there is an obvious error.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1. Entire Contract

The fact that any provision of the Contract is or becomes illegal or unenforceable will in no way affect the validity or enforceability of the other provisions of the Contract.

10.2. Modification of the Contract

The Company reserves the right to modify, supplement or replace these General Conditions. If the User refuses the new provisions, it is reminded that the User may terminate this Contract at any time by going onto the Website and following the procedure provided for this purpose.

As an exception, in the event that the User subscribes to a paid Subscription under the conditions of Article 3, the parties will be committed, under the agreed conditions and throughout the duration of the Subscription, the latter ending under the conditions of Article 3.3.

ARTICLE 11 – DISPUTE SETTLEMENT

The conclusion, interpretation and validity of this Contract are governed by French law, regardless of the User's country of origin or the country from which the User accesses the Website and notwithstanding the principles of conflicts of law.

The parties will endeavour, in the event of a dispute, to deal with it amicably.

In the event that a dispute relating to the validity, performance or interpretation of this Contract would be brought before civil courts, it will be subject to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly attributed, even in the event of summary proceedings or multiple defendants.

The Customer is informed that he can in any case resort to conventional mediation or any alternative dispute resolution method (conciliation for example) in the event of a dispute.

Pursuant to article 14.1 of Regulation (EU) n ° 524/2013 of the European Parliament and of the Council of May 21st, 2013, the Customer is informed that he can consult the following page for more information on his procedures in the event of a dispute: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>.

FEVAD's e-commerce mediator service (Federation of e-commerce and distance selling) whose contact details are as follows: 60 Rue La Boétie - 75008 Paris - <http://www.mediateurfevad.fr>. After consumers have taken a prior written step towards Highsense, the Mediator's Service can be submitted to any consumer dispute that has not yet been resolved. To find out how to refer to the Mediator, follow this link: <http://www.mediateurfevad.fr/index.php/espace-consommateur/>

LEGAL NOTICE

HIGHSENSE

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Single-member limited liability company with capital of 1 000 000,00 euros
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