GENERAL TERMS AND CONDITIONS OF USE AND SALE

1st January 2020

Between the publisher of the Simitless platform and owner of the Simitless brand, and the person using the platform or purchasing products or services provided by the brand publisher.

This English translation of the "Conditions générales d'utilisation et de vente" is meant to inform the user of the standard practices of Simitless. Simitless being a French project, the French version of these terms and conditions is considered the only binding agreement applicable.

The following has been stated and agreed upon:

Article 1 Definitions and Table of Contents

1-1 Definitions

In this document, we define:
- "publisher": the person, legal or physical, responsible for the publishing and creation of the platform and its content.
- "platform": the Simitless platform and all of its domains, sub-domains, sites and pages.
- "services": all the services that can be purchased or subscribed to on the platform.
- "user": The person, legal or physical (or the legal representative of the automated system), using the platform or one of its services.
- "application": a logical set of data processing created by users using the services.
- "workspace": a group of users who create collaborative applications, and can correspond to an organization, or a company, an association or a single user. One or more users can administer a workspace.

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Article 2 Purpose of the platform

These general conditions determine the rights and obligations of the parties in connection with the online sale of products or services offered by the publisher.

The Simitless software platform (https://simitless.com) is an automated technical service enabling the creation of simple information systems (software for gathering knowledge and computer data) for consumers, self-employed professionals and small businesses in all industries by creating procedures for automatic data and information processing.

Simitless is a registered trademark owned and operated by M. François Fournier, residing [8 Les Parodelles, 03250 Le Mayet de Montagne, France], reachable via contact@simitless.com or via https://contact.simitless.com/, and with its activity governed by the provisions of CAPE (Contrat d'Appui au Projet d'Entreprise - "Business Project Support Contract") French law n°2003-721 from August 1, 2003, from October 1 2019 to September 30 2020, in the COAGIR associative incubator [COAGIR, 18 rue François Taravant, 63100 Clermont-Ferrand, France], phone number 04 73 35 15 60, non-profit (association loi 1901), N° SIRET 335 075 321 00059 - APE 7022Z, n° European VAT number FR37335075321.

Simitless provides, in general, a technical software platform allowing users to input, organize, view, analyze, export and exploit various data. The service is carried out through applications custom-created by users or a reseller, all services are accessible on the platform via a recent web browser.

Article 3 Service offer, prices and renewal

3-1 Operation of the service offer

Users are invited to create free workspaces that serve as a container for one or more applications. The resources used or planned to be used by these workspaces, as measured by the internal system of the platform, serve as the basis for the establishment of an automated estimate, which forms the origin of an order. Once a subscription order has been confirmed by a payment, the usage quotas defined in the subscription are released and become available to the applications of the workspace.

The free workspace offers limited basic quotas for testing the platform's offer. These are provided free of charge by the publisher without any obligation on its part and may be changed at any point. The user is encouraged to subscribe to a higher level of service to ensure the sustainability of their work tools defined on the platform.

Workspaces that exceed the quotas set in the subscription will be limited until the quotas are met or until a higher subscription is purchased. Users trying to connect to an application in a workspace that exceeds the authorized processing capacity will see a waiting message and will be allowed to connect to the application only when a session space becomes available.

Workspace hosting is billed based on the use of key resources, the use of which is considered an indicator of the added value of the workspace applications. This allows the publisher to automatically adjust billing for most scenarios. However, the hosting provided is also characterized by hardware resources (in particular the consumed disk space, memory space, computing power, bandwidth, etc.) on which the publisher does not impose any limit. If the publisher finds an impact on services (in particular the quality of services to other users) due to abnormal use of resources,

the user will be notified of the abuse and may, if necessary, subscribe to an additional service adapted to consumption.

3-2 Pricing

The platform prices are published on the pricing page (https://pricing.simitless.com/) and are subject to change depending on the evolution of the publisher's offer. The publisher reserves the right to modify its prices at any time, while guaranteeing the application of the price indicated at the time of the order for existing customers. The prices appearing in the platform are prices in Euros excluding taxes (before VAT or other taxes), US Dollars or British Pound (GB), the applicable VAT or sales tax rate being that of the country of the purchasing user (in accordance with implementing regulation 1042 / 2013 of the European Council of October 7, 2013). The prices are also mentioned in euros all taxes included (VAT + other possible taxes) on the order finalization page, and excluding specific shipping costs, if applicable. For all products shipped or supplied dematerialized outside the European Union and / or French overseas departments and territories, the price is calculated net of tax automatically on the invoice. In the case where the payment manager offers the possibility of paying in a currency different from the currencies supported by the platform, the reference price remains the price chosen by the user and displayed on the platform, in EUR, USD or GBP . The subscription amount will then be adjusted directly by the payment manager or by the user's bank to honor the subscription. When one of the currencies has been selected by the user for a workspace, it is technically very difficult to change, due to the functioning of the payment management systems. The publisher does not offer this possibility at the moment.

The essential characteristics, their prices and the mode of use of the services are made available to the user on the platform created by the publisher. In accordance with article L112-1 of the Consumer Code, the user is informed, by any appropriate process, of the prices and specific conditions of the sale and the performance of the services before any conclusion of the sales contract. (Order page, Pricing page and Terms & Conditions, both in French and English) In all cases, the total amount due by the user is indicated on the order confirmation page. The sale price of the services is that in force indicated on the day of the order, it does not include the shipping costs and taxes possibly invoiced in addition. These possible costs are indicated to the user during the sales process, and in any event at the time of confirmation of the order.

The publisher reserves the right to pass on any change in the VAT rate to the price of the services.

The publisher also reserves the right to modify its prices at any time. However, the price displayed on the day of the order will be the only one applicable to the user for the duration of their subscription.

Companies subject to intra-community VAT (EU VAT Law, article 4, 2.1.2) and managing subscriptions on the platform are solely responsible for the reverse charge of their VAT to the tax authorities of their country.

The user certifies having received a detail of the fees, taxes as well as the terms of payment, delivery and execution of the contract, as well as detailed information relating to the identity of the publisher, their address, telephone and and its activities in the context of this sale. The publisher takes responsibility to fulfill the user's order within the limits of the resources available for the provision of the services only. Otherwise, the publisher informs the user as soon as possible, if the order has been placed, and failing agreement with the user on a new delivery date, the publisher

reimburses the user. A delivery typically involves only the provision of functionality on the platform. The handling, configuration and training of people using the applications, among others, remains the responsibility of the user or of their reseller if a specific contract mentions it.

3-3 Billing and Payment

All subscriptions are made by bank card (credit or debit) or by SEPA direct debit (if activated by the payment manager according to their internal rules). The publisher uses the services of the Stripe payment manager (https://stripe.com/en/terms) to provide a secure online payment and billing service in accordance with European banking rules. Cards issued by banks domiciled outside France must be international bank cards (Mastercard or Visa).

The information provided is encrypted according to the current state of the art and cannot be read during transport over the network. Once the payment has been initiated by the user, the transaction is immediately debited after verification of the information. In accordance with the provisions of the Monetary and Financial Code, the commitment to pay given by card is irrevocable. By providing their bank information during the sale, the user authorizes the publisher to debit their card for the amount relating to the price indicated and any future amount as agreed in the sales page of the workspace. The user confirms that s/he is the legal holder of the debit card and that s/he is legally entitled to use it. In the event of an error, or if it is impossible to debit the card, the sale is immediately automatically resolved and the order canceled.

Since transmissions are made directly via Stripe in an encrypted way, the publisher has no access to the confidential information necessary for payment.

If the user wishes to market access to their applications, Stripe will also handle transactions directly between them and other users. The publisher is in no way the handler of financial flows.

Automatic registration systems are considered as proof of the nature, content and date of the order. Stripe confirms, to the user, the acceptance of their order by sending a confirmation message to the e-mail address that they will have communicated when opening their verified account. It is up to the user to ensure the validity of the e-mail address communicated. Each invoice is available automatically in the user area.

The publisher reserves the right to refuse or cancel any order from a user and to interrupt the service, in particular in the event of the insolvency of the user, in the event of a default in the payment of the order concerned within the deadlines defined by the payment manager (5 to 15 days depending on the specific case), in the case of a refusal to pay for renewal, or in the case of a dispute relating to the payment of a previous order.

In accordance with the French commercial law articles L441-6 and D441-5, any delay in payment automatically entails, in addition to the late payment penalties, an obligation for the debtor to pay a lump sum indemnity of € 40 for collection costs. Additional compensation may be claimed, on supporting documents, when the recovery costs incurred exceed the amount of the lump sum compensation.

The user is alone responsible for the information they input while placing an order. Neither the publisher nor the payment manager can be held responsible for errors made by the user in the

details of the recipient of the order (billing address in particular) and limited access to the services that these errors could cause.

3-4 Subscription renewal

For more flexibility towards users, the publisher offers on the platform several types of subscriptions (data, files, users, etc.) as well as several renewal frequency (one month, three months, six months or one year).

The choice of each offer is left to the free will of the user creating their workspace and applications, according to their budgetary constraints, needs, and wishes of subscription period.

Any period started is invoiced and charged in full. The renewal of the contract is tacit and automatic, unless terminated by the user in compliance with the provisions indicated in these general conditions. Upon renewal, the duration of the engagement is extended for a period equivalent to the billing period chosen by the user.

There is no obligation to renew or a minimum subscription period other than the frequency chosen by the user when ordering. As long as the renewal has not been made, the user is free to change the offer, by requesting and validating a new automatic quote on the platform. The user can also at any time change their mind after ordering and contract an offer at a lower cost. The publisher never reimburses the sums collected, but the platform allows the creation of credit notes in an amount equivalent to the proportion of time not used on the previous subscription. These credits will be automatically applied to any subscription contracted on the same workspace. These credits are not transferable to other users or other workspaces.

Payments received by the publisher are not refundable and no refunds or credits will be given for periods of partial use.

3-5 Products and applications made available between users

In some cases, users can create applications on the platform and make them available in some extent to other users for a fee or for free. In this case, the platform acts as a marketplace.

By agreement from the publisher and the users, Stripe is the payment manager as well in this case and the publisher is in no way responsible for the breakdowns of cash flows. Users designate the platform as application access manager. Stripe takes a commission from the price set by the user offering the application to get paid for their service, then takes a commission which is paid to the publisher to pay them for the platform's services. The prices are defined on the pricing page (https://pricing.simitless.com/). Depending on the Users and their location, additional costs may be invoiced: VAT, national taxes, various external costs, etc.

3-5-1 Obligations of the user offering access to their applications

The user offering access to their applications remains solely responsible for the provision of their service. They guarantees access to their applications under the conditions set on the access management page and the terms and conditions of sale and use when the user subscribing, buying, or obtaining access joint the application initially.

Part of the interest of applications created using the services of the platform comes from the fact that these work in real time and all modifications, additions and deletions are done instantly.

The user offering access therefore guarantees not to significantly modify the value of the application whose access they sell at a certain price while customers already subscribed. The publisher of the platform does not have the technical possibility of ensuring that this value is maintained.

As a seller of access to their application, the offering user must provide the publisher and other users with correct credentials to contact them. The publisher will not be held responsible for the consequences that breaches of this obligation would have.

The user offering access to their applications is aware that the price they set for other users to access their applications will be the price actually paid by them (excluding taxes), but that they will only receive the corresponding amount minus the publisher's commission and possibly the costs arising from the particular situation of the user.

The user offering access to their applications remains solely responsible for the publication of their own legal notices (a field is available in each application and in each workspace allowing a link to be displayed to the accessing users). It is the responsibility of the user providing access to check all information, invoices, invoiced amounts, etc. so that all the items produced meet local tax and legal requirements.

3-5-2 Obligation of users obtaining access to applications and products supplied by a user offering access to its applications

The accessing user agrees to comply with the access levels granted to them by the offering user, and in particular with regard to the limits of use that may exist with regard to data, analysis or visualization. Thus, it will not seek to exploit a possible defect in the services to improperly access certain portions of applications which were not provided by the user offering it.

The accessing user will particularly respect the status of the data to which they have access, and will not use it in a manner that is not in accordance with the license under which the offering user has chosen to distribute it.

He also takes responsibility to make strictly personal or internal use of the applications to which they accesse, and not to distribute the content of the applications if this possibility has not been expressly granted by the user offering accesses or the owner of the data.

Any breach of these obligations may result in a total and immediate interruption of access to the platform without consideration of any current subscription, as well as termination of the offending user account. The user offering access will also have the possibility of bringing an action for damages.

3-5-3 Data

The domain of what data is included in the applications and is accessible to other users remains the full responsibility of the user offering, who inputs the data. It is up to them alone to verify their rights to the various data, whatever their form, and to ensure that the laws applicable to them are respected. This is particularly the case for personal data and works protected by copyright.

The user offering access has the possibility of defining a general status of the data for the whole of their application according to their source: thus, they will have the choice between distributing it with a simple authorization of consultation if they are the owner, distribute them under a free license or indicate that they belong to the public domain. The platform offers a selection of licenses to frame the status of such data. It will however have the possibility of defining a derogatory status for each data in order to allow it greater flexibility and the use of data from various sources.

In the case of a collaborative application, that is to say in which the accessing users have the possibility of including their own data, these make a free and non-exclusive assignment to the user offering the application, who cannot use them outside this same application or export them without the consent of the accessing user.

3-5-4 Termination and interruption

The accessing user can terminate their subscription freely, either by unsubscribing or by not renewing their subscription. The termination will not be subject to any refund of the sums already paid.

The offering user also has the option of removing the availability of access to an application that they offer. To do this, they will have to follow the procedure set up on the platform. The latter consists of a blocking of subscriptions to the applications' access, that is to say an impossibility for new users accessing to register and / or buy access; as well as a dereferencing of the marketplace page application. Accessing existing users will receive an automatic notification by e-mail warning them of the future interruption of their access, and will not be able to renew their subscription or registration when it comes to an end. Once the application no longer has any active accessing users, its effective deletion by the offering user becomes possible.

3-6 Transfer of contract, CAPE contract and subscription

The publisher practicing their activity under a CAPE contract, hosted by the COAGIR business incubator, the duration of the contract may in no case exceed the duration of the CAPE contract mentioned in article 2 of these general conditions. However, not wishing to deprive users of advantageous commercial conditions, the possibility of taking out a subscription of the duration chosen by the user remains open. The hardware (servers), the address of the platform (internet address), all the data, as well as the actors (the founder of the publisher and possibly their employees) will remain the same, either when the CAPE contract is renewed, or when creating an independent platform operating company thereafter. The new company becoming the new publisher of the platform will be required to honor the contract concluded with the user by these general conditions, thereby releasing the COAGIR incubator from any obligation when the time comes.

Each time the publisher's accommodation is changed by the incubator and at the end of the accommodation, these general conditions will be updated and presented to the user, in accordance with the procedures defined in Article 4. The user remains free at any time to terminate the services and delete their account, in accordance with Article 10.

In the event of the publisher stopping their activity, the note describing this case in article 5 will apply and thereby release all obligation of the COAGIR incubator with regard to the provision of the service.

Article 4 Applicable law, acceptance, modifications and mediation

4-1 Acceptation

All the services provided are provided on the express condition that these general conditions are accepted without reservations. Any access to services, even without creating a user account, therefore necessarily and instantaneously implies acceptance of the general conditions. The publisher ensures that their acceptance is clear and without reservation by setting up a clear notice on all the home screens, which remains in view until the user validation action (button checked) or following user navigation on more than 5 addresses (URLs) on the platform, thus demonstrating a clear desire to use the platform. All that constitutes the free offers can be modified and terminated at any time by the publisher without this being able to constitute a prejudice for the users. When subscribing to a paid offer, in accordance with the provisions of article 1127-1 of the Civil Code, the publisher again checks the acceptance of the general conditions by a series of stages (one or more stages of which may be performed by an external provider - for example, payment provider -) to conclude the contract electronically to be able to place an order:

- Information on the essential characteristics of the service;
- Choice of services and options, if necessary, creation of an estimate, automated or not;
- Acceptance of these terms and conditions;
- Verification of the elements of the order and, if necessary, correction of errors. Before confirming, the user can check the details of their order, its price, and correct any errors, or cancel their order. The confirmation of the order will confirm the acceptance of this contract;
- Indication of the user's essential contact details (identification, e-mail, address, SIRET, etc.), in particular to ensure the applicable VAT rates;
- New verification of the elements of the order (double action formality) on the payment management system, as well as the applicable tax conditions determined by the additional information provided by the user;
- Then follow the instructions for payment, payment for the products, and delivery of the order. The user will receive confirmation by email of payment for the order, as well as an acknowledgment of receipt of the order confirmation. They will receive a link to download a copy of these general conditions of sale which they is encouraged to keep for future reference.

The user thus declares to have read all of these general conditions and to accept them without restriction or reservation.

The archiving of communications, of the order, of the details of the order, as well as of the invoices is carried out on a reliable and durable medium so as to constitute a faithful and durable copy in accordance with the provisions of article 1360 of the civil code. This information can be produced as proof of the contract.

The general conditions can be supplemented and modified at any time by the platform publisher, in particular depending on the evolution of its services and the platform, by the publication of a new version on the dedicated page (https://legal.simitless.com/). Any modification of these general conditions will be notified to the user by updating the page (https://legal.simitless.com/) when they come into force. It is the responsibility of the user to read the general conditions carefully when they are updated and to be fully aware of the modifications.

The fact that the user continues to use the services of the platform after the update of the general conditions implies acceptance without reservation on their part of the modifications made to the general conditions. In the event of disagreement with the modifications to the general conditions, the user has the option of terminating the services and deleting their account, in accordance with article 10.

Any new version of the general conditions will be immediately applicable to new users when the dedicated page is updated (https://legal.simitless.com/). The new general conditions will apply to previously registered users within one month of notification to the e-mail address indicated in their account, in accordance with article L.121-84 of the French Consumer Code.

The user acknowledges that they have received the necessary advice and information to ensure that services meet their needs.

The user declares to be able to contract legally under French law or validly represent the natural or legal person for which they take responsibility of this agreement.

Except for specific conditions, the rights granted under these general conditions are only granted to the signatory natural person (or the person holding the e-mail address communicated) or to the legally represented legal person.

4-2 Applicable law

These terms and conditions of sale and use of the platform are governed by French law, in their version in French, and subject to the jurisdiction of the Courts of Clermont-Ferrand (France), subject to an allocation of specific jurisdiction arising from a text of specific law or regulation.

Except in the matters of public policy, all disputes that may arise in connection with the execution of these general conditions may, before any legal action, be submitted to the publisher of the platform for settlement. Requests for settlement do not suspend the time limits for bringing legal actions. Unless otherwise provided for, in the public interest, any legal action relating to the execution of this contract must be submitted to the jurisdiction of the appeal courts in charge.

4-3 Dispute resolution

In the event of a dispute, the publisher encourages the user, before any other legal or extrajudicial procedure, to contact them directly in writing (by e-mail support@simitless.com) in order to try to resolve this dispute amicably.

In the event of failure, the user is informed that they can choose to have recourse to free mediation and can submit any complaints on the dispute resolution platform posted by the European Commission at the following address: http://ec.europa.eu/consumers/odr/.

Any dispute or litigation relating to training, interpretation, execution, termination or in relation to these general conditions, which could not be resolved amicably, will be submitted to the competent courts of Clermont-Ferrand (France) at unless the publisher prefers to enter any other competent jurisdiction.

4-4 Consumer Mediation

In accordance with the provisions of art. L. 611-1 to L. 616-3 of the French Consumer Code, it is reminded that "any consumer has the right to have free recourse to a consumer mediator with a view to an amicable resolution of the dispute between them and a professional. To this end, the professional guarantees the consumer the effective use of a consumer mediation system".

As such, the publisher offers its consumer users, in the context of disputes that have not been resolved amicably, the mediation of a consumer mediator: Federation E-commerce Et Vente À Distance, 60 rue la Boétie, 75008 Paris, http://www.mediateurfevad.fr/.

Users are reminded here that mediation is not compulsory but only offered in order to resolve disputes by avoiding recourse to lengthy justice processes.

4-5 Inaccuracies

It may be possible that, throughout the platform and the services offered, and to a limited extent, inaccuracies or errors, or information is presented that is in disagreement with the general conditions, legal notices or personal data policy. In addition, it is possible that unauthorized modifications are made by third parties on the platform or on related services (social networks, independent or subcontracted systems, etc.). We are making every effort to ensure that this type of deviation is corrected as soon as possible. In the event that such a situation escapes us, please contact us by e-mail (support@simitless.com or in cases of manifest abuse abuse@simitless.com) or on the contact form (https://contact.simitless.com/) with, if possible, a description of the error and the location (web addresses, URLs), as well as sufficient information to enable us to contact you.

4-6 Contract integrity

If certain provisions of these general conditions were to be canceled by a legal process or by a change in the applicable law and standards, the other provisions would not become void.

These general conditions describe the entire agreement between the user and the publisher. They replace all previous or existing written or oral agreements.

Any contractual exception is only valid after a written and signed agreement of the parties.

4-7 Sale and Transfer

The publisher may decide to assign or transfer the rights or obligations conferred on them by these general conditions provided that the user benefits from the same obligations as the publisher and, under the same conditions.

4-8 Exceptional circumstances

The execution of the publisher's obligations at the end of these general conditions is suspended in the event of a fortuitous event or force majeure which would prevent its execution. The publisher will notify the user of the occurrence of such an event as soon as possible.

Article 5 Obligations and responsibility of the publisher

In the event of impossibility to access the platform, due to technical problems or a problem of any kind, the user will not be able to claim damage and will not be able to claim any compensation. The unavailability, even prolonged and without any limiting duration, of one or more services, cannot constitute a prejudice for the users and can in no way give any right to the award of damages on the part of the platform or its publisher.

The visuals of the services presented on the commercial documents have no contractual nature, the platform being expected to evolve constantly, the responsibility of the publisher of the platform cannot therefore be engaged if the characteristics of the services differ from the commercial visuals or if these latter are incorrect or incomplete.

The hypertext links present on the platform can refer to external websites and the responsibility of the publisher of the platform cannot be engaged if the content of these websites contravenes current legislation. Similarly, the publisher of the platform cannot be held responsible if the user's visit to one of these websites causes them harm.

The publisher does not guarantee against anomalies, errors or bugs in the information, products, services, software provided on the platform, platform interruptions or failures, the compatibility of the platform with a particular hardware or configuration. The publisher is nevertheless subject to an obligation of means, and must make every effort to ensure that none of the preceding situations can exist.

The user is informed that the publisher does not control technical developments in Internet browsers and technologies. In the event of incompatibility of the platform with one of the recommended browsers, linked to an evolution of this one, the publisher has a period of 30 days to make the platform evolve accordingly. In the event of technical impossibility, the publisher will be able to modify the prerequisites of the platform to allow the users affected to benefit from the services as quickly as possible.

In no case may the publisher's liability be incurred for indirect and / or immaterial, foreseeable or unforeseeable damage (including loss of profits) arising from the supply and / or from the use or total impossibility or partial to use of the services; when such damage is caused by the providers of the platform, and in particular those providing the hosting of services.

The publisher cannot be held liable in the event of force majeure (unforeseeable and insurmountable event) and in particular in the event of a total or partial strike by external services or disasters caused by floods or fires.

The publisher reserves the right to unilaterally and immediately terminate a user account if it does not comply with these general conditions, without prejudice to any damages that it may claim in compensation for the default.

The publisher cannot be held responsible for improper use of the services which would lead to data loss.

Due to the use of an external service provider and the automation of the systems, the publisher cannot be held liable in the event of payment errors or the insolvency of third-party users. Only Stripe, the payment manager, has access to billing data, the publisher directly including their software within the platform.

As a technical service provider, the publisher cannot be held responsible for infringements committed by users against the rights of third parties as to the nature of the data they choose to include and share; no breaches of national laws to which users are subjected; especially in terms of protection of personal data. However, the platform offers its users information documents and systems to limit these risks.

In the event of ending the exploitation of the platform, except in cases of force majeure creating technical impossibility, the publisher takes responsibility to provide software in open code, or another replacement solution, which will allow the users to continue their use of applications already created and configured. The installation of the necessary servers, maintenance and installation of the replacement software recommended or provided by the publisher will nevertheless remain the responsibility of the user.

The publisher takes responsibility to maintain and regularly consult standardized alert e-mail addresses to allow the user to quickly notify them of malfunctions, errors or abuse: alert@simitless.com, abuse@simitless.com, contact@simitless.com. The publisher will be able to remedy the problems reported as soon as possible, depending on the situation and without this being an obligation on their part.

Article 6 Obligations and liability of the user

The platform and services offered by the publisher do not require the use of software other than a recent internet browser. These are, with some exceptions, the last two versions of Google Chrome and Mozilla Firefox as well as any equivalent browser.

The publisher grants the user, by its free offer and its subscriptions, a personal, non-exclusive and temporary right to use the platform, to the exclusion of all other rights. The user can only use the application services and applications in accordance with their needs and their documentation. In particular, the license relating to applications is only granted for the sole purpose of allowing the user to use the services, to the exclusion of any other purpose. The right of use means the right to model and implement application services in accordance with their destination, in SaaS mode (Software as a Service) via a connection to a communications network. The user may in no case make the applications available to a third party, and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, beautification, without this list being exhaustive.

Interactions may be made possible with third-party software and services, in which case the users agree to respect the specific conditions of use of each software and services.

The user is solely responsible for their use (and by delegation, of that of their users) of the services of the platform and the publisher, of the content of the data it includes, of the information transmitted, disseminated or collected, of their operation and their updating.

The user agrees in particular:
- to verify the accuracy of the information transmitted
- to refrain from making any alteration, reproduction, correction, arrangement, modification or copy of the service;
- to verify the compliance of their data with the legislation applicable to them according to their nationality and the rights of possible third parties, to obtain all the necessary authorizations alone, and guarantees the publisher against any recourse by a third party.

The user takes responsibility in particular to respect the rights of third parties, the rights of personality, intellectual property rights such as copyright, patent or trademark rights. Consequently, the publisher cannot be held responsible for the content of the data transmitted, disseminated or collected, for their exploitation and updating, as well as for any files, and this for any reason whatsoever.

The user is prohibited from using the service to make available to the public any content of which they do not hold the rights and which would thus violate provisions relating to copyright or intellectual property law. The publisher can only warn the user about the legal consequences which could arise from illegal activities on the service, and release any joint and several liability on the use of the data made available to the public by the user. The user is prohibited from using the service for illicit or illegal purposes such as: spamming, intrusion or attempted intrusion (not exhaustive: port scanning, sniffing, spoofing, etc.) from the service or any associated computer system.

In all cases where the user does not respect these various commitments, the publisher reserves the right to block or / and immediately and automatically terminate the user's account, without prejudice to the right to compensation for damage direct or indirect interests suffered by the publisher.

The user alone will bear the consequences of the malfunction of the service following any use, by users of their staff or by any person to whom the user has provided their means of access (passwords, encryption key, token, etc ...). Likewise, the user alone bears the consequences of the loss of the aforementioned means of access.

While preserving data confidentiality as much as possible, the publisher reserves the right to exercise checks on the compliance of the use of the service by the user with these provisions, in particular in the event of a request from a competent authority.

In the event that the user encounters malfunctions, errors or abuses in the use of the platform, they are invited to inform the publisher thereof by one of the standardized alert e-mail addresses: alert@simitless.com, abuse@simitless.com, contact@simitless.com. The publisher can thus remedy the problems encountered as soon as possible.

Article 7 Intellectual property rights, personal data, commercial reference, data ownership, protection of personal data

7-1 Intellectual property rights

All the elements of the platform belong to the publisher, or are used by the publisher on the platform with the authorization of their owner. Any copying of logos, textual, pictographic or video content, without this list being exhaustive, is strictly prohibited and is akin to counterfeiting. Any user who is guilty of counterfeiting would be likely to have their account deleted without notice or compensation and without this deletion being constitutive of damage, without reservation of any subsequent legal proceedings against them, on the initiative of the platform publisher.

The platform uses elements (images, photographs, content) whose credits are given to their respective owners and rights holders. These are listed after the legal notices (https://legal.simitless.fr/#privacycopyright).

The brands and logos contained in the platform are registered by the publisher, or possibly by one of its partners. Anyone performing their representations, reproductions, nestings, diffusions and reruns incurs the sanctions provided for in articles L.713-2 and following of the French Intellectual Property Code.

7-2 User-supplied content

In application of the various provisions of the French Intellectual Property Code, the user is the holder of all the rights relating to the works which they could be brought to include in the platform if they are the author, and they are free to choose how to access them. The user must check whether they have the necessary authorizations to include in the platform works of which they are not the author.

The publisher, as a technical service provider, cannot be held responsible for infringements by users of third party rights, and in particular for possible counterfeits.

All information documents and contractual documents present on the platform are the exclusive property of their author, and in any case their reproduction, modification or distribution are strictly prohibited without written authorization from their author.

The publisher agrees to ask any user for express authorization before accessing the details of the data contained in the applications for reasons other than the provision of services. The platform is created to guarantee, to the maximum of the skill of the publisher, the confidentiality of the hosted data.

7-3 Database structure and metadata

Under French law, several statutes exist to protect databases. If the structures of the applications are original, they become works that are protected by copyright; and if their creation required a sufficient investment they can be protected by the sui generis right of databases.

In all cases, the user authorizes the platform and the publisher to access without restriction and free of charge to the structure of its applications and databases, to analyze, to copy and use it in order to develop the capacities of its services.

7-4 Personal data

Operating under French law, the publisher is subject to national laws on the processing of personal data, details of which are given in the legal notices of the platform.

Users are solely responsible for the processing they carry out and are encouraged to inform themselves about the legislation in force in their jurisdiction. This typically includes at least a respect for the practices dictated by the GDPR and, depending on the user's jurisdiction the CCPA.

7-5 Commercial representation

The user agrees to appear on the publisher's customer and user reference list (company name and corresponding logos) as a commercial reference.

The publisher takes responsibility to request the user's authorization electronically before using this information for promotional purposes.

7-6 Data ownership

The user remains the owner of all the data that they include in their applications and workspaces. The publisher does not request any ownership rights over them, with the exception of the limited rights necessary to perform the services.

The publisher is prohibited from using, reproducing, adapting, modifying, publishing or distributing user data, for any purpose whatsoever, unless expressly authorized by the user.

7-7 Protection of personal data - GDPR

In accordance with Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of this data, the publisher sets up a processing system of personal data which has for the purpose of selling and delivering products and services defined in this contract.

The user is informed of the following:
- the identity and contact details of the controller: the publisher, as indicated in article 2;
- the legal basis of the processing: contractual performance;
- the recipients or categories of recipients of personal data, if they exist: the data controller, its departments in charge of marketing, the departments in charge of IT security, the

department in charge of sales and delivery and of the order, the subcontractors involved in the delivery and sale operations as well as any authority legally authorized to access the personal data in question;
- no transfers outside the EU are planned;
- the duration of data storage: the time of the commercial prescription for billing data, the periods of storage of account data and customer data are mentioned in article 10-3;
- the data subject has the right to ask the data controller for access to personal data, rectification or deletion thereof, or a limitation of the processing relating to the data subject, or the right to object the processing and the right to data portability;
- the data subject has the right to lodge a complaint with a supervisory authority;
- the information requested during the order is necessary for the establishment of the invoice (legal obligation) and the delivery of the goods ordered, otherwise the order may not be placed. No automated decision or profiling is implemented through the order process.

Article 8 Access, maintenance and service level, backup, compliance

8-1 Maintenance, temporary interruption of service

The responsibility of the platform publisher cannot be engaged due to a technical unavailability of the connection, whether due in particular to a case of force majeure, to maintenance, to an update, to a modification of the platform, to an intervention by the host, to an internal or external strike, to a network failure, to a power cut, or even to a bad configuration or use of the user's computer.

The operation of the services and the platform may be temporarily interrupted to carry out maintenance, updating or in the event of a case of force majeure.

The publisher will endeavor to provide advance notice before any interruption of more than 2 hours, via the Twitter account dedicated to communication on the status of services (https://twitter.com/simitlessStatus). In case of urgent necessity, however, it may be exempt from this notice.

In addition to the usual technical measures, the publisher maintains a disaster recovery plan that allows functional restoration of the systems at least within 72 hours in the worst case. However, most blocking problems are resolved within 24 hours, without this representing a contractual commitment.

8-2 Availability

The publisher takes responsibility to maintain a high availability of 99% minimum over the year and informs its users by means of an automatic monitoring system (https://status.simitless.com/) in addition to the dedicated Twitter account communication on the state of services (https://twitter.com/simitlessStatus).

If the unavailability measures listed opposite are exceeded, the user will be entitled to claim reimbursement by the publisher, in the form of a credit usable in the relevant workspace only, equivalent to the price paid by the user, in proportion to the downtime.

8-3 Data Backups

The publisher maintains an incremental and complete backup system of the servers, files and data carried out. These backups are then automatically tested on the primary hosting site and then on a secondary secure site. All backup communications are carried out securely (SSH with authentication by 2048 bit key and IPv6 address lock). The publisher makes a backup every 4 hours (6 versions kept), daily (7 versions kept), weekly (4 versions kept) and monthly (6 versions kept). The publisher takes responsibility to restore a backup, either free of charge in the event of a technical problem attributable to the publisher, or as an additional service invoiced on an estimate for any other reason (in the event of manipulation error, malicious use, etc.). As part of the free restore of a backup, the publisher will only restore the entire most recent functional backup and cannot respond to requests for partial data restore.

For additional security reasons, and given the collaborative aspect of the platform, in the case of files imported by the user into the platform, the latter is responsible and will do their personal business of keeping the original files on an independent computer system.

8-4 Complaints

In the very unlikely event (automated service) of not making an order or part of an order available, the user has a maximum of 6 months (from the date of the order confirmation message) to manifest at the platform's help email address (support@simitless.com) or by the contact form (https://contact.simitless.fr/). Beyond this period, no claim will be accepted.

Any other complaints related to the use of the platform, its services or any other related service, the pages of the platform on possible social networks or the general conditions, legal notices or personal data policy must be filed within 6 months following the day of origin of the problem causing the complaint, regardless of any law or rule of law to the contrary. In the event that such a claim has not been filed within the time limit, such a claim will forever be inapplicable.

8-5 Conformity

In accordance with article L.411-1 of the French Consumer Code, the services offered for sale through these general conditions meet the requirements in force relating to the safety and health of persons, the fairness of commercial transactions and consumer protection. Regardless of any commercial guarantee, the publisher remains liable for conformity defects and hidden defects in the product.

8-6 Limits of use, allowable usage

For reasons of insurance cover and because of limitations passed on from our service providers and subcontractors, certain uses of the platform are not authorized without prior written agreement negotiated on a case-by-case basis:

- no hosting of data and files from the automotive, aeronautical, space and nuclear industries;
- no hosting of data and files directly linked to the security of people or property;
- no link with software related to security or navigation of transport devices;
- no hosting of data related to games with winnings;
- no hosting of data linked to monetary and financial flows and / or linked to financial wealth management;
- no data hosting linked to logical security (antivirus, antispyware, etc.);
- no hosting of medical, genetic, biometric data, diagnostic support and therapeutic care data;
- no applications of data mining and artificial intelligence;
- no behavioral segmentation practice without setting up specific information for the persons concerned (GDPR/CCPA compliance), in particular in the event of data processing linked to (non-exhaustive list) age, sex, level of education, place of residence, centers interest, lifestyles, beliefs, values, racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs, sexual orientation, sex life, union membership, etc. Processing must comply with the principle of data collection "adequate, relevant and limited to what is necessary with regard to the purposes for which it is processed (minimization of data)".

The responsibility for the publisher of the platform cannot be engaged if the content of the user's applications and workspaces contravenes the laws in force. Any obvious abuse can be reported to the publisher using the standard reporting address: abuse@simitless.com.

Article 9 Account creation and services features

9-1 Registration

Registration for services is done by creating a free user account on the platform created automatically upon access to services.

Any person of full age and fully capable of contracting is authorized to create a user account. Minors are allowed to register for a number of the services offered on the platform, on the express condition that they have previously obtained authorization from the person exercising parental authority to do so and to provide the information and addresses to which all communication can be forwarded to them. The fact that they register means that they have obtained this prior authorization. The publisher reserves the right to request written justification at any time, and to carry out any verifications, as well as to delete any personal account whose minor holder would not submit said justification within 5 days from the request, or within any other time limit.

Accounts that are not validated with a connection method (login address, password, etc...) are automatically deleted, as well as all their content after a period of a few days, in accordance with article 10.

The creation of connection method is done via an online form, which the user takes responsibility to complete in a reliable and precise manner. When enabled and depending on the availability from service providers, it is possible to connect using an email address and password or using a social network account such as Facebook, Google, Linkedin, Microsoft or Twitter. In this case, the platform will only have access to basic information provided automatically by each of these

providers and will use it to complete the user profile on the publisher's platform. Users choosing to use such accounts must comply with their respective terms of use. Subsequently, the user account can be supplemented with additional information intended to facilitate collaboration with other users (name, user name, profile picture, additional contact details, etc.). No information is provided to the service providers by the platform without the agreement from the user.

If this information changes, the user agrees to modify their account and update it; the publisher cannot be held responsible for incorrect information provided by users.

9-2 Access

Access to the user account is then done by going to the platform and entering their login address and password in the corresponding fields or by using the social network connection again. The user has the possibility, in case of forgetting their password, to reset their password on simple automated request, if the e-mail address has been previously validated by clicking on a link received during registration in the case of an address not pre-validated by a social network. The publisher uses a strong encryption system to protect the user's password and has no way of being able to access the user's password.

The login address / password combination is strictly personal, and the user must not make them available to a third party, whether voluntarily, against payment or by negligence. In this case, the publisher cannot be responsible for any fraudulent access to user accounts and to the data contained in applications and workspaces. The user is encouraged to use complex passwords, in particular by using at least a lowercase letter, a capital letter and a number. The addition of a special character is recommended and the platform does not restrict the length of passwords or the use of "password managers".

Once an account is setup, workspaces can be created to allow multiple users to share resources, applications, and information.

9-3 Conditions of Access

The publisher reserves the right to prosecute and claim damages against any person who has tried to cheat, deceive, fraudulently use the services or the platform, or generate fraudulent, disloyal or unfair advantages.

If the data and information contained in the user space were to disappear following a technical failure or a case of force majeure, the responsibility of the platform and its publisher could not be engaged, this data and information is considered as having no intrinsic value but being only informative.

In the event of a data breach or an attack on systems (among other emergencies), it is common practice to invalidate all passwords and lock all user accounts. In this case, users will be informed without delay and will be invited to renew their password. This is only possible with an email address verified in the system. It is up to the user to ensure the validity of the e-mail address provided.

The pages relating to user accounts are freely printable by the account holder but do not constitute proof, they are only for information intended to ensure efficient management of subscriptions and possible contributions from the user.

Article 10 Account closure and data restitution

10-1 Data restitution

The recovery of its data by the user is only possible before the deletion of the account, the data being deleted beforehand, by the user, during the procedure for deleting the account. To recover their data, the user is invited to download an export of each type of object in standard format (CSV format) or an export of the entire content of the application (available to application administrator only, JSON format), readable by most software and computer systems.

10-2 Termination

In accordance with article L.221-28 of the French Consumer Code, the provision of the service (delivery) being instantaneous, it is fully executed before the end of the withdrawal period. The user gives their prior agreement and waives their right of withdrawal.

The user is free to terminate their contract and therefore future payments at any time, by removing their access to the services, using the account deletion procedure available in the account management area (https://simitless.com/en/user/security/delete).

In order to finalize the account deletion procedure, the user must delete each of their workspaces containing the applications. This deletion is only possible if all the services offered by the user through the platform are finalized with the other users of the platform. In the event of termination other than as a result of the direct decision of the user, the publisher may replace the user in the execution of the deletion of the workspaces from the account and any associated data.

Access to the account will be impossible once the termination procedure has been completed, and the publisher will erase the data from its active servers within a maximum period of 30 days from the date of the end of the procedure. of termination. Due to the very secure backup policy, extracts or a full copy of the data may be kept for up to 1 year after the deletion, in additional backup systems, without this data being directly accessible by anyone during normal platform and systems operation.

10-3 Automatic deletion of accounts

Verified user accounts (by validation of the e-mail address or pending validation) which are not responsible for a subscription to a paid hosting offer for workspaces will be marked as deletable by the platform after 10 months without access and then deleted automatically after 12 months without access (therefore allowing 2 months notice). It is up to the user to ensure the validity of the e-mail address communicated.

Unverified user accounts (created automatically when the platform is accessed by a person with an internet browser), as well as all the contents of the workspaces and applications associated with

the account, will be automatically deleted by the platform after at least 48 hours without activity, but with a maximum of 3 days.

In addition, the publisher reserves the right to terminate any user account and block access to the platform to anyone, manually or automatically, in the event of a threat to the security of services, of other users, and more generally in the event of non-compliance with these general conditions.

A user whose account is being deleted may be subject to the removal of all of their other existing and future accounts on the platform.

The deletion will not constitute any damage for the excluded user who will not be able to claim any compensation. This exclusion is not exclusive of the possibility for the publisher to take legal action against the user, when the facts justify it.

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