

# GENERAL CONDITIONS OF USE FOR THE SNAPVUE MOBILE APPLICATION

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Last update : August 1st, 2024 (added reference to the privacy policy)

## PREAMBLE

ARC INFORMATIQUE is a publisher of software solutions designed for monitoring and control of automation systems in various industries such as buildings, infrastructure, energies, transportation.

The product portfolio of ARC INFORMATIQUE includes software, namely PcVue and its derivatives, capable of collecting, processing, analyzing, displaying and transmitting data. It enables users to access information about the process, assets, and operations of an entity, which is generally the licensee of the said software packages.

ARC INFORMATIQUE grants the right to use PcVue or its derivatives to companies or entities in accordance with an end-user license agreement that allows for a variety of features and deployment scenarios, including server components, desktop applications and web & mobile applications.

In any case, the use of such software solutions requires the signing of a contractual agreement between ARC INFORMATIQUE or any company belonging to ARC GROUP, and the beneficiary entity (the licensee) or any other person acting in the name of and/or on behalf of the said entity, whose terms and conditions shall be respected.

Subject to the provisions of the said contractual agreement, mobile applications can then be made available to its users by the licensee of the server components who installs, configures, deploys and operates the server infrastructure and software under its own responsibility.

SnapVue is one of these mobile applications. It offers users features associated with PcVue or one of its derivatives for internal use, for professional purposes to the benefit of the entity who operates the server software and in compliance with the terms in the contractual agreement.

The present General Conditions of Use described here after, detail the rules applicable to the use of the SnapVue mobile application. The use of SnapVue is subject to prior acceptance and respect of these GCU, and prior acknowledgement of the Legal Notices and the Privacy Policy.

**Please be sure to read the terms in the present General Conditions of Use carefully, print them and keep a copy.**

## ARTICLE 1: DEFINITIONS

**Mobile Application:** refers to the software and all the services provided to Users by means of the SnapVue mobile application described in Article 7 'SERVICES OFFERED BY THE MOBILE APPLICATION' in the present General Conditions of Use.

**Licensee:** refers to any person who has signed a Contract with ARC INFORMATIQUE authorizing him/her to deploy and/or use the Software Package acting as server for the Mobile Application, and to have the User benefiting from the use of the Mobile Application, under the conditions set out in the Contract and in the present GCU. As appropriate, the Licensee may be either (i) the User's employer or (ii) a customer of a Service Provider of which the User is the employee.

**General Conditions of Use or GCU:** refers to the present document and any other document to which it

refers, notably the Contract, which governs the relations between ARC INFORMATIQUE and the Users with regard to the use of the Mobile Application, to the exclusion of any other document.

**Contract:** refers to the contractual agreement signed between the Licensee or one of his/her representative on the one hand, and ARC INFORMATIQUE or one of its resellers on the other, and including as a minimum the End User License Agreement for the use of the Software Package which constitutes an electronically signed Contract. The said contractual agreement may additionally include the general and special conditions of sale and use of the Software Package, and any other associated services (maintenance, etc.).

**Authentication Data:** refers to the username and associated password, or any other supported form of authentication credentials supplied by the Licensee to the User by means of which the latter authenticate himself/herself in order to access the Mobile Application and the services it proposed.

**Installation(s):** equipment(s) (including hardware and software) and application(s) of a Licensee installed on his/her site(s), and for which information is entered and processed by the Licensee or his/her Service Provider via the Software Package.

**Legal Notices:** refers to the Legal Notices available on the Mobile Application.

**Software package:** refers to any software solution developed or published by ARC INFORMATIQUE, installed and operated under the responsibility of the Licensee, and acting as a server for the Mobile Application.

**The Company or ARC INFORMATIQUE:** refers to ARC INFORMATIQUE, a simplified joint-stock company, registered on the RCS Nanterre under number 320 695 356, with its registered office at 2, avenue de la Cristallerie, 92310 Sèvres – France. It is the company publishing the Software Package and the Mobile Application, and holder of the associated intellectual property rights.

**Medium:** refers to any hardware, including the operating system allowing the Mobile Application to be run (smartphone, mobile telephone with screen, tablet, hybrid PC or any other device allowing the user to access part or all of the Mobile Application).

**Service Provider:** refers to any authorized third-party service provider to which one or more Licensee have entrusted development, maintenance or running operations/services for the Installations in accordance with the terms and limits in the Contract.

**User:** refers, unless otherwise stated, to any person who is an employee of the Licensee or employee of a Service Provider benefiting from access to the Mobile Application under the terms in the Contract and more generally any person who has downloaded and installed the Mobile Application, who expressly accepts the terms in the present General Conditions of Use and has acknowledged the Legal Notices.

## ARTICLE 2: PURPOSE OF THE GCU

The present General Conditions of Use detail the rules applicable to access to, and use of, the Mobile Application. Use of the Mobile Application is subject to prior acceptance of, and compliance with, the present General Conditions of Use.

## ARTICLE 3: PROTECTION OF THE MOBILE APPLICATION

Any deterioration, representation, reproduction, modification, translation, or commercial use, whether in part or in full, of the various elements in the Mobile Application without the prior written authorization of ARC INFORMATIQUE is prohibited and will open up the perpetrator/s to legal action, including judicial proceedings.

## **ARTICLE 4: SUBMISSION OF THE GENERAL CONDITIONS OF USE TO THE CONTRACT SIGNED WITH THE LICENSEE**

The present General Conditions of Use govern the relations between ARC INFORMATIQUE and the Users with regard to the use of the Mobile Application, such use being authorized as per a Contract signed by ARC INFORMATIQUE and/or its resellers with the Licensee concerned.

Accordingly, the terms in the Contract form an integral part of the General Conditions of Use, it being stipulated that it is the Licensee's responsibility to communicate to the User, including via his/her Service Provider as appropriate, the terms of the license for the use of the Mobile Application as agreed in the Contract.

## **ARTICLE 5: ACCEPTANCE/DURATION OF THE GENERAL CONDITIONS OF USE**

The present GCU govern the entire relations between ARC INFORMATIQUE and the Users with regard to the use of the Mobile Application.

The present General Conditions of Use must be read and accepted without reservation before the User may access the Mobile Application.

Before accessing the functionalities in the Mobile Application, the User acknowledges the General Conditions of Use (aside from the Legal Notices), and declares that he/she accepts the terms, by selecting the accept button provided for the purpose at the end of the pull-down menu in the window displaying the said GCU.

By the said acceptance the User acknowledges having taken cognizance of the present General Conditions of Use, aside from the Legal Notices, and expressly agrees to their application in the context of the use of the Mobile Application.

The General Conditions of Use may evolve. Any evolution in the General Conditions of Use shall be the subject of a fresh request for acceptance by the User of the relevant version, by selecting the accept button provided for the purpose at the end of the pull-down menu in the window displaying the new version of the General Conditions of Use.

The present GCU are concluded, following their acceptance, for the entire duration of the User's use of the Mobile Application, unless provided otherwise in the present GCU or the Contract.

ARC INFORMATIQUE allows the User to copy the present General Conditions of Use in order to be able to conserve them on a permanent storage medium.

## **ARTICLE 6: CONDITIONS OF ACCESS TO THE MOBILE APPLICATION**

### **6.1 General**

The Mobile Application is accessible only to Users (i) authorized by the Licensee concerned who has signed a Contract and (ii) having unequivocally accepted the present General Conditions of Use.

The availability and accessibility of the Mobile Application shall likewise be subject, as appropriate, to the sole discretion of the mobile application stores and/or publishers/managers of the Medium and/or the Licensee.

The User is informed that the Licensee may, at any time and for any reason whatsoever, use any means to

terminate a User's use of the Mobile Application or of any of its services, without notice.

The User is likewise informed that ARC INFORMATIQUE may decide, at any time and without notice, to change the functionalities offered by the Mobile Application and to cease offering the Mobile Application on mobile application stores.

## **6.2 Technical prerequisites**

It is the User's responsibility (i) to be sure to have a Medium that meets the minimum technical specifications for the use of the Mobile Application as set out in the description of the Mobile Application on the download platform and in the Contract supplied to the Licensee, (ii) to ensure the maintenance of that Medium, (iii) to ensure the security of that Medium, (iv) to have signed up to an internet access contract with any internet service provider of his/her choice or of the Licensee's choice, and (v) not to engage in any behavior in contravention of the laws and rules liable to lead to the termination or suspension of his/her internet access, as appropriate.

The Media allowing access to the Mobile Application are the exclusive responsibility of the User, in the same way as the costs incurred by their use.

ARC INFORMATIQUE, which takes part in neither the installation nor the operation of the Mobile Application, shall not carry any liability for the correct performance of such actions, which shall remain entirely the responsibility of the Licensee and the User, in accordance with the stipulations in the Contract and the own relationships defined between the Licensee and the User.

## **6.3 Authentication/entry of the URL of the server used by the Licensee concerned**

In order to ensure the confidentiality of the Mobile Application and its use by a limited number of authorized Users for the benefit of a certain Licensee or certain Licensees in accordance with the Contract applicable, access to the latter shall be possible only after:

- Entry of the URL of the server on which the Software Package is deployed and run by the Licensee pursuant to the Contract.
- Prior authentication of the User by means of the Authentication Data;

The Authentication Data required to access the Mobile Application is communicated by the Licensee, including via a Service Provider, as applicable.

The rules governing the security and management of the Authentication Data are administered by the Licensee, with the User being responsible for referring to the Licensee in the event of any difficulty.

The URL of the server concerned is communicated by the Licensee to the User either directly, or via his/her Service Provider, as applicable, under his/her own full and exclusive responsibility.

The User is entirely and exclusively liable for the use of his/her Authentication Data, including in the event of their use by a third party not authorized by the Contract and/or the Licensee. ARC INFORMATIQUE may under no circumstances be held liable for unauthorized access by third parties to the User's data or data related to the Installations. It is for the User alone to bear the consequences of any such access.

In the event of loss or theft of the Authentication Data, the User shall without delay notify his/her employer, or the Licensee or the Service Provider, which shall make it its business to inform the Licensee accordingly.

## ARTICLE 7: SERVICES OFFERED BY THE MOBILE APPLICATION

The Mobile Application allows the User to enjoy access to certain data processed by the Software Package and certain functionalities thereof, made available to the Licensee and as described in the Contract.

In general, the Mobile Application consists of a geolocation-based application for the purposes of maintenance of the Licensee's Installations, on the basis of the data processed via the Software Package and transmitted to the Mobile Application.

The User may access part or all of these data and services depending on:

- The characteristics of the license deployed for the Software Package run by the Licensee;
- The configuration of the Software Package, in particular the rights which have been granted to the User by the Licensee;
- His/her geographic position and proximity to monitored assets.

The main functionalities of the Mobile Application are designed to allow monitoring of the Installations in real time and differed time, and include:

1. The dispatch of notifications to the User if an alarm or an event affecting a nearby Installation is triggered;
  - The purpose of such notifications is to alert the User so that he/she can respond, for example by acknowledging an alarm or modifying a set-point etc.,
  - The User benefits from this service depending on the trigger parameters of the notifications as configured in the Software Package by the Licensee, and his/her position;
2. Access to the information from a nearby Installation, including information recorded relating to the said Installation, as well as the record of its operation and the actions by any user conducted upon it;
  - The purpose of this service is so that the User can access all the information he/she needs to be able to evaluate and understand the situation and the operating conditions of the Installation;
3. The dispatch of commands or set-points, and actions on alarms;
  - The purpose of this service is to enable the User to operate the said Installations.
4. Chatting;
  - The purpose of this service is to enable the User to have group chatting with other users of the system, including sending and receiving text messages, photos and files.
5. Tracking;
  - The purpose of this service is for the Licensee to track the Medium's geographical position.

In every case, it is understood that the Mobile Application absolutely does not give any instruction, order or advice, directly or indirectly, for carrying such actions out, but merely relays data to the PcVue Software Package via Google Firebase or Apple CloudKit servers in accordance with the criteria set by the User and/or the Licensee, in line with the configuration elements entered by the Licensee on the Software Package and the instructions issued to the User by his/her employer, whether it be the Licensee or a Service Provider. The User remains solely responsible for the performance of such actions or the issue of instructions via the Mobile Application, this being on his/her own responsibility and as well as the Licensee's own responsibility.

The User may have access to some or all of these services depending on the rights granted to him/her by the Licensee.

Access to the various parts of the Mobile Application and the information regarding the content of the Mobile Application is explained with more details in the documentation supplied to the Licensee.

## **ARTICLE 8: OBLIGATIONS/RESPONSIBILITY OF THE USER**

In addition to the obligations falling to him/her elsewhere pursuant to the General Conditions of Use, the User undertakes to abide by the clauses in the present article.

The User undertakes to indemnify ARC INFORMATIQUE in the event of a complaint, legal action, proceedings, or a conviction against the latter resulting from non-compliance by the User with the General Conditions of Use.

### **8.1 General**

The User undertakes to abide by the present General Conditions of Use throughout the duration of the use of the Mobile Application and, where applicable, beyond that time in specific cases listed in the present General Conditions of Use and/or in the Contract or the applicable law.

The User is solely liable for any damage that might result from improper use of the Mobile Application.

Furthermore, by using the Mobile Application, the User notably agrees not to:

- Disturb or interrupt the access to or operation of the Mobile Application or the servers or networks connected to the Mobile Application, or infringe the requirements, procedures, rules or regulations of the networks connected to the Mobile Application;
- Attempt to damage any user, host or network, this being deemed to include – without being restricted to – voluntarily or by negligence exposing the Mobile Application to a virus, creating congestion or flooding a server;
- Attempt to access data not intended for the User or to enter a server or account to which the User is not authorized to have access to;
- Steal the identity of another person;
- Attempt to sound out, scrutinize or test the vulnerability of a system or a network, or to infringe the security or authentication measures without having been duly authorized to do so;
- Carry out any activity, or incite a third party to carry out any illegal activity or any other activity which might harm the rights of ARC INFORMATIQUE, its subsidiaries, its resellers, its partners, its investors, its customers or any other User;
- Transmit or transfer, by any means whatsoever, information or software derived from the Mobile Application, specifically to any person not authorized expressly or otherwise by the General Conditions of Use or the Contract and/or in breach of an applicable national or international law or regulation.

The User shall be solely liable for the proper operation of his/her Medium.

The User shall make it his/her personal business to have in place the computer and telecommunications arrangements to allow access to the Mobile Application and the knowledge required for the use of the internet/the networks and access to the Mobile Application.

The User undertakes to apply any means or procedure to ensure the security of the hardware and the software

allowing him/her to use the Mobile Application, under the Licensee.

The User shall be liable to pay the connection and equipment charges associated with access to the internet/any network and the use of the Mobile Application.

The User declares that he/she is familiar with the characteristics and limits of the internet/network access means, in particular the technical performances, the response times for consulting or sending data and the risks associated with the security of communications.

## **8.2 Specific points associated with the use of the Mobile Application**

The User acknowledges and accepts that the use of the Mobile Application is strictly limited to internal use for professional purposes to the benefit of the Licensee.

The User is responsible for the confidentiality of his/her Authentication Data and the URL of the Licensee's server. He/She undertakes to take the measures required to ensure the said confidentiality, notably agreeing not to communicate them to anyone or to enter them on any document not authorized.

The User agrees not to provoke any interaction, via the Mobile Application, between the Licensees' different systems/servers.

The User shall, under his/her sole responsibility, supply the information and settings demanded as part of the Mobile Application and required for access to/use of certain services.

In general, the User is solely liable for the quality, legality, relevance and update of the data, declarations and content that he/she transmits/performs for the purposes of and within the context of the use of the Mobile Application. The User guarantees ARC INFORMATIQUE against any demand/claim from third parties in that connection.

The User recognizes and accepts that the content/results accessible/obtained via the Mobile Application depend upon the data entered/processed and the settings put in place, on the one hand by the Licensee as part of the use of the Software Package and on the other by the User, notably by selecting certain settings or choosing to connect to certain of Licensees' servers, without any monitoring, action or control by ARC INFORMATIQUE in that connection.

In that regard, the User is notably informed that the Mobile Application and the services offered are not decision-making tools and do not meet any standard or any other rule of conformity, habits or practices in the sector under consideration. In particular, the Mobile Application has not been checked for conformity for the monitoring/maintenance of the Licensee's Installations and cannot replace a complete human and technical verification on site. The documents, information, data or elements resulting from the Mobile Application are purely indicative, with no guarantee of any kind other than that given by ARC INFORMATIQUE as part of the General Conditions of Use or the Contract, which the User recognizes.

The User shall be solely liable for the use of the Mobile Application and all the activities conducted with his/her Authentication Data. He/She shall be solely liable for the interpretation, analysis and use of the results/data/content obtained directly or indirectly by means of the Mobile Application, any decision taken and any action undertaken (including triggering an inspection, a control) or inaction based on information contained or obtained by means of the Mobile Application and any damage that might result therefrom.

The User undertakes to abide by the instructions, recommendations, and other conventional rules, specifically those issued by the Licensee or which might apply to him/her as part of the verification of the Installations, including by means of the Mobile Application.

In all cases, the User shall remain notably solely liable for any use he/she makes of the Mobile Application in

contravention of the General Conditions of Use, the laws and regulations in force, any other agreement binding upon him/her with third parties, or as an illegal method of proof.

## **ARTICLE 9: INTELLECTUAL PROPERTY**

### **9.1. The Mobile Application and its content**

The Mobile Application is the exclusive property of ARC INFORMATIQUE or of the third party holding the corresponding rights.

Any deterioration, representation, reproduction, modification, translation, or commercial use, whether in part or in full, of the various elements in the Mobile Application without the prior written authorization of ARC INFORMATIQUE is prohibited and will open up the perpetrator/s to legal action, including criminal proceedings.

That being so, the User notably agrees not to:

- Modify or convert into another programming language, decompile or disassemble the Mobile Application for any purpose whatsoever;
- Replace the Mobile Application's protection system by any other equivalent system;
- Reproduce the Mobile Application and its documentation, in part or in full, other than for the purposes of conducting the essential backup operations permitted under the Contract.

In general, ARC INFORMATIQUE grants the User a free, personal, non-exclusive and non-transferable right to access and use the Mobile Application, subject to the prior acceptance of and compliance with the present General Conditions of Use by the User and of the Contract by the Licensee, in particular, the payment of the charges associated with the Software Package and the Mobile Application by the Licensee. Any other right is expressly excluded without the prior written consent of ARC INFORMATIQUE.

The entire content included or accessible on and/or via the Mobile Application, notably all graphics, images, photos, designs, maps, logos, names, brands, matrices, tables, curves, texts and other types of documentation, databases, and any other hardware or software/software package is the exclusive property of ARC INFORMATIQUE or any third party having authorized the latter to use them or display them as part of services offered by the Mobile Application. Such elements are protected by intellectual property law and subject to the laws and regulations applicable in the field. Any reproduction, distribution, modification, retransmission or publication of these various elements, in part or in full, is strictly prohibited, other than in any cases that may be expressly authorized by ARC INFORMATIQUE or by the third parties Concerned and other than certain cases of use for private purposes, in accordance with the French Intellectual Property Code.

### **9.2. Hypertext links/data coming from third-party servers or sources**

The Mobile Application may include links to internet sites or other internet sources/networks if the Licensee decides so, as well as data/information coming from third-party servers, including the Licensee's server/s on which the Software Package is installed.

To the extent that ARC INFORMATIQUE cannot verify such third-party servers, internet sites and external sources/networks, it cannot be held liable for such third-party servers, internet sites, external sources or networks being made available, and its liability can under no circumstances be invoked by virtue of the content, advertising, products, services or any other information or data available on or from such third-party servers, external sources or internet sites.

Moreover, ARC INFORMATIQUE cannot be held liable for any damage or proven or claimed losses following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

Any creation of links to the Mobile Application and, in general, any use of an element forming part of the said Mobile Application is subject to the prior express authorization of ARC INFORMATIQUE, which may be revoked at any time at its sole discretion. ARC INFORMATIQUE reserves the right (i) to demand the removal of any link to the Mobile Application that has not been, or is no longer, authorized, and (ii) to demand compensation for the damage suffered as a result.

## **ARTICLE 10: PERSONAL DATA - COOKIES**

### **10.1 Personal data**

The Privacy Policy describes how the Mobile Application process the User's personal data and the role ARC INFORMATIQUE plays to ensure data privacy. It explains what personal information the Mobile Application uses and collects, why it collects them and how they may be shared. It is also a guide to help the User exercises his/her rights and controls over personal data.

The User is informed that the arrangements for the provision and use of the Mobile Application are determined by the Licensee.

In particular, the Mobile Application transmits geolocation and other collected 3rd party data, via Google Firebase or Apple CloudKit servers, for processing by the PcVue Software Package. All data is transmitted, collected, managed and stored on the Google Firebase and/or Apple CloudKit servers. User recognizes that ARC INFORMATIQUE undertakes processing of the data collected by the Mobile Application but does not, without exception, undertake to manage the security of such data transmitted, collected, managed and stored on the Google Firebase and/or Apple CloudKit servers. ARC INFORMATIQUE makes no warranty or accepts no liability with regard to the security of such data transmitted, collected, managed and stored on the Google Firebase and/or Apple CloudKit servers.

The User is invited to refer to the Licensee, as appropriate via the Service Provider, to obtain all the information required with regard to the regulations and legislation applicable to the processing of personal data that the Licensee might carry out in his/her capacity as data controller, and, as appropriate, to subcontract to ARC INFORMATIQUE in the framework of the Contract.

### **10.2 Cookies**

The Mobile Application includes a 'cookies' function to manage the User session and enable the User's connection to the Mobile Application to be maintained without having to systematically enter his/her Authentication Data every time he/she uses the Mobile Application.

The management and benefit of these cookies fall exclusively under the responsibility of the Licensee.

The User is thus invited to contact the Licensee for all information required, in particular regarding his/her policy on cookie management.

## **ARTICLE 11: RESPONSIBILITY**

The User declares that he/she is familiar with the characteristics and limits of the internet/networks, and in particular, the technical performances, response times for consulting and sending data, and the risks associated with the interruption and security of the communications.

ARC INFORMATIQUE cannot be held liable for damage resulting from difficulties in accessing the Mobile Application because of a disturbance to the network operators, disruption within the Google Firebase or Apple CloudKit servers or the internet access providers, stress on the networks or a failing in the Licensee's and User's computer systems and installations, it being recalled that the User has sole choice of the operator providing internet access service for access to and use of the Mobile Application, whereas the Licensee has the sole choice of the networks/servers to which the Mobile Application may connect.

In particular, ARC INFORMATIQUE draws the User's attention on the importance of the choice of the internet access provider and the backup options that the technical service provider chosen by the User can and cannot guarantee.

Unless otherwise specified in writing in the description of the Mobile Application on the download platform and in the Contract, ARC INFORMATIQUE does not guarantee that the Mobile Application will be free from anomalies, errors or bugs, or that the latter will be able to be corrected, or that the Mobile Application will run without interruptions or breakdowns, or that any malfunctions attributable to third-party software, whether or not they are incorporated into the Mobile Application, or supplied with it, will not occur, or that it is compatible with a particular hardware, configuration or Medium.

The User may not bring any claim and/or action against ARC INFORMATIQUE on these grounds, the latter not being liable for the functioning and/or conformity of the application to a reference standard other than within the limits of the Contract, and even then only vis-à-vis the Licensee.

In addition, the User acknowledges using the Mobile Application, which is licensed to the Licensee to the benefit of the User, under the conditions set out in the Contract and for which payment must be made by the Licensee alone. ARC INFORMATIQUE can therefore not be held liable for any damage that any User may suffer following such use.

In general, ARC INFORMATIQUE informs the User that the Licensee has vouched for the User's respect for the conditions in the Contract and the present General Conditions of Use.

Moreover, the Mobile Application contains information supplied by the Licensee and third parties by means of, as applicable, the Software Package. ARC INFORMATIQUE has no control over such information. Accordingly, ARC INFORMATIQUE accepts no liability for errors or omissions in such information, but also in the event of damage resulting from the use, access to or inability to use such Licensee and/or third-party information.

In addition, ARC INFORMATIQUE accepts no liability in the event of non-conformity of data and/or content with the laws and regulations, public order, or the particular needs of the User.

ARC INFORMATIQUE does not intervene in the Licensee's good practices, notably in the management of the Authentication Data, and it equally has no control over actual access and the rights of use granted or not to the User by the Licensee.

ARC INFORMATIQUE guarantees only that the data coming from the Software Package are faithfully transcribed in the Mobile Application, subject to the User's rights of access defined by the Licensee, the settings entered by the Licensee and the User, and their actions to update the Mobile Application and the Software Package for that purpose.

The results of the processing operations appearing in the Mobile Application are only the result of the analysis of the data entered/processed in the Software Package and accessible/chosen/validated by the User in the Mobile Application, not verified or crosschecked with other elements that might be useful or necessary.

With that reservation, ARC INFORMATIQUE cannot be held liable for any poor quality or existence of the content of the Mobile Application, because they rely on data/indicators entered and/or chosen by the User or coming from third-party databases, essentially those of the Licensee, over which ARC INFORMATIQUE has no

control.

Neither is ARC INFORMATIQUE liable for the conditions and follow-up of the assessment of the data/results accessible from the Mobile Application.

Given the nature of the Mobile Application services and their results – in particular because of the fact that they result from processing operations limited as a function of the elements/information/data supplied/demanded by the User or the Licensee and in line with their wishes, ARC INFORMATIQUE cannot be held liable for adverse consequences which might result for the User, or for third parties, notably the Service Provider, the Licensee, the agents of the Licensee concerned, or his/her partners/suppliers, from the use, analysis, interpretation or processing of the content coming from the Mobile Application by the User or by a third party.

ARC INFORMATIQUE does not intervene at all in the decision-making or action/inaction by the User following the viewing of data/results including the notifications generated by the Mobile Application. The User acts completely independently and autonomously in this connection.

ARC INFORMATIQUE reserves the possibility to modify and/or delete the content of the Mobile Application and to suspend or cancel part or all of the services offered by means of the Mobile Application at any time and without prior notification to the Users within the limits of the terms in the present General Conditions of Use and the Contract.

## **ARTICLE 12: PRICING**

It is agreed that ARC INFORMATIQUE does not cover the costs or expenses associated with downloading, including the costs billed by the telecommunication operator for the use of the internet network and the data sharing, and does not make any charge to the User for the use of the Mobile Application.

However, while the Mobile Application is made available to the Users free of charge, the latter may access and use the Mobile Application only on condition that the Licensee signs up to a Contract and pays in full for the charges levied in respect of the Software Package.

## **ARTICLE 13: FORCE MAJEURE**

ARC INFORMATIQUE accepts no liability for any failing in any of its contractual obligations in the event of force majeure as defined by Article 1218 of the Civil Code and the associated case law.

## **ARTICLE 14: TRANSFER OF THE CONTRACT**

ARC INFORMATIQUE reserves the right to transfer to any company of its choice part or all of the rights and obligations arising between the User and ARC INFORMATIQUE in respect of the present General Conditions of Use.

## **ARTICLE 15: SEVERABILITY**

Should any of the clauses in the General Conditions of Use become void or be declared inapplicable for any reason whatsoever, the remaining clauses would nevertheless continue to be applicable.

## **ARTICLE 16: APPLICABLE LAW AND COMPETENT JURISDICTIONS**

The Mobile Application and the present General Conditions of Use shall be subject to French law.

Failing an amicable agreement, and subject to any imperative laws to the contrary, any dispute relating to the present General Conditions of Use shall fall within the exclusive competence of the competent courts of Nanterre, FRANCE.