

GENERAL CONDITIONS OF SALE AND USE OF "APIMOVE" SERVICES FOR PROFESSIONALS

1. INTRODUCTION

APIMOVE is a Société par Actions Simplifiée (simplified joint stock company), registered in the Lyon Trade and Companies Register under number 899 529 671, with its registered office at 66, Boulevard Niels BOHR- 69100 Villeurbanne (FRANCE), represented by COMPAGNIE DES BIZ in his capacity as Chairman, itself represented by Éric DUPLANIL in his capacity as Manager, duly authorized for the purposes hereof (hereinafter the "Company" or "APIMOVE").

The term "**APIMOVE**" hereinafter used refers to the Company as well as to any affiliated company, subsidiary and/or branch, French and/or foreign, as well as their successors and/or any company taking over their rights with respect to the present.

APIMOVE is the publisher of the website <http://www.apimove.com> (hereinafter the "**APIMOVE** Site").

APIMOVE is the creator and publisher of an innovative technological solution entitled "TYREMOTION" by APIMOVE, which uses a photograph of a vehicle wheel to obtain various vehicle characteristics (including make, model and version) and the associated tire fitment (including dimensions, pressures and technical specifications) (hereinafter referred to as the "Diagnostic"). To do this, the **APIMOVE** Service uses various data sets (including vehicle and tire data, by car make and model, and by market) combined with a vehicle image recognition algorithm (vehicle wheel and body). This data is collected in a database, systematized and made available to the customer in a variety of ways. The information returned will be accompanied by a percentage confidence index measuring the reliability of this data (hereinafter "the **APIMOVE** Solution" or "Solution").

This Solution is marketed by **APIMOVE** to professionals only. For the purposes hereof, "PROFESSIONAL" means any legal entity legally constituted and registered, under private or public law, including legal entities and commercial companies registered with the RCS, any self-employed professional registered in the SIREN register, any self-employed professional and/or self-employed entrepreneur declaring himself as such and acting for purposes within the scope of his commercial, industrial, artisanal, self-employed or agricultural activity, including when acting in the name of or on behalf of another professional (hereinafter "the Customer").

The **APIMOVE** Solution is marketed in the form of a web application accessible either via a connection API, or via a personalized web interface known as "Scan & Contact" (hereinafter "**APIMOVE** Services").

API Access enables the Customer to enter its own customer requests and information into APIMOVE Services in order to obtain the Diagnostic provided by the **APIMOVE** Solution (hereinafter "the API").

Scan & Contact Access enables the Customer to offer its own customers a QR code directing them to the Customer's dedicated interface, where they can enter the information required for the Diagnostic themselves. This personalized Customer interface also enables the Customer to access the information their own customers have entered on the interface (hereinafter referred to as "Scan & Contact").

APIMOVE Services are marketed in various forms of subscription, including a license to use the APIMOVE Solution for professional use (hereinafter the "License") and, depending on the subscription chosen, either a connection API key (codes) or a personalized web interface (hereinafter collectively referred to as the "Access Modes").

APIMOVE offers an After-Sales Service available by e-mail at: contact@apimove.com, from 8am to 6pm Monday to Friday (hereinafter "the After-Sales Service").

These General Conditions of Sales and Use (hereinafter "GCSU") define the conditions of sale by **APIMOVE** of **APIMOVE** Services to its Customers as well as their respective rights and obligations in this context.

The GCSU apply to any sale of APIMOVE Service(s) to any Customer and to any use of APIMOVE Service(s) by any Customer.

They prevail over any other document relating to such sales and use of APIMOVE Services.

The GCSU are accessible and printable at any time from the APIMOVE Site and may also be requested by contacting Customer Service.

2. DEFINITIONS OF TERMS

Capitalized terms shall have the meanings set forth in the Introduction hereto and otherwise as follows:

"Login Codes": means the identifier and password used by the Customer to access its **Customer Account**, consisting of an email address and a password chosen in accordance with the security requirements indicated by **APIMOVE**.

"Order" or **"Purchase Order"**: means (i) in principle the purchase order via the dedicated web page or (ii) by exception in the case where the Customer has signed a contract with **APIMOVE** providing for this, the purchase order sent by the Customer to **APIMOVE**; in both cases for the subscription of one or more Subscription(s).

"Customer Account" or **"Account"**: refers to the Customer's own personal **APIMOVE** online account associated with his/her **Login Codes**.

"Personal Data": means any information relating to an identified or identifiable natural person; an 'identifiable natural person' is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.

"IP Elements": means all intellectual and/or industrial property rights held by **APIMOVE** as set forth herein.

"License": means the rights to use the **APIMOVE** Services granted to the Customer as part of a Subscription as described herein.

"Party(ies)": means **APIMOVE** and/or the Customer together or separately.

"Prices" means the selling prices of **APIMOVE** Services.

"Data Protection Policy": means **APIMOVE**'s current personal data protection policy.

"Applicable Regulations": refers to the legal provisions applicable to the protection of Personal Data and in particular the French Data Protection Act (Loi Informatique et Libertés n°78-17 du 6 janvier 1978) in its current version and the EU Regulation 2016/679 known as 'RGPD'.

"Data Controller": means the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of the processing; where the purposes and means of such processing are determined by European Union law or the law of a Member State, the Data Controller may be designated or the specific criteria applicable to its designation may be provided for by European Union law or the law of a Member State.

"Data Processing" means any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

3. DEFINITION OF SUBSCRIPTIONS

APIMOVE offers different types of Subscriptions depending on the **APIMOVE** Services desired by the Customer. **Prices**, payment methods and price packages depend on the type of Subscription chosen at the time of **Order**.

Each Subscription includes a **License** for professional use of the **APIMOVE** Service covered by the Subscription and a Connection Mode.

When the Customer chooses the API Access Mode, **APIMOVE** provides the following items:

- API technical documentation,
- an API key.

When the Customer chooses the Scan & Contact Access Mode, **APIMOVE** proposes an Internet interface model whose appearance the Customer can customize from among the options and choices proposed by **APIMOVE**. It is understood that this customization is limited to the aesthetic options proposed by **APIMOVE** and may not give rise to any additional development.

The initial commitment period may vary according to the Subscription chosen. It is fixed at the time of **Order**. The Subscription start date is the date on which the **APIMOVE** Service covered by the Subscription is activated, as indicated in the subscription confirmation e-mail sent to the customer by **APIMOVE**.

All Subscriptions are tacitly renewed for the same term as the initial term set out in the **Order**, unless the Customer requests **APIMOVE** to terminate the Subscription in writing at least (ONE) month prior to the expiration of the current Subscription period.

4. PURCHASING TERMS, PRICES AND PAYMENTS

4.1. SUBSCRIPTION

Subscriptions are taken out via the dedicated web page or in accordance with the terms agreed in a separate contract between **APIMOVE** and the Customer.

Prior to the **Order**, **APIMOVE** submits to the Customer all information relating to the Service(s) offered, their initial duration, their **Prices** and their payment terms, together with a copy of the GCSU.

All Orders imply full acceptance of the GCSU in force on the date of the **Order** and commit the Customer to full payment of the **Price**.

Upon receipt of the Order, **APIMOVE** will send an **Order** confirmation to the Customer by e-mail.

The Customer is hereby informed that any **Order** may be cancelled if the conditions under which it was placed do not comply with the GCSU.

4.2. SUBSCRIPTION PRICE

The Subscription **Price** is that which appears on the **Purchasing Order** at the time of purchase of the Subscription by the Customer.

Prices are indicated in Euros, inclusive of all taxes. They include any reductions/discounts applicable at the time, as well as VAT at the applicable rate, unless the Customer qualifies for a VAT exemption. They also include any new taxes or contributions, notably environmental, that may be applicable. They do not include any third-party charges that may apply (special payment method, exchange rate depending on the currency used, etc.), which will be borne by the Customer.

Any **Price** may be freely modified by **APIMOVE** prior to the **Order**. After the **Order**, the Customer will be notified of any **Price** modification at least TWO (2) months prior to the application of the new Price. The Customer will then be free to maintain its Subscription and accept the new **Price** or to terminate its Subscription by written notification to **APIMOVE** before the end of the 2-month period mentioned above.

The payment methods available are indicated at the time of the **Order**. They are subject to change, notably due to practices and rules applicable in certain countries. **APIMOVE** cannot be held responsible for the unavailability of any payment method requested by the Customer.

In the event that **APIMOVE** offers third-party payment services, the Customer is solely responsible for verifying the conditions of use and rates of such services. **APIMOVE** assumes no liability whatsoever with respect to such third-party services.

The Subscription **Price** will be invoiced by **APIMOVE** to the Customer on the payment dates specified in the **Order**. A total or partial deposit payable with the **Order** may be required. All invoices are payable no later than THIRTY (30) days after the date of issue, unless another deadline is expressly indicated in the **Order**.

4.3. LATE PAYMENT AND UNPAID BILLS

Any delay in payment will automatically result in the application of a late payment penalty equal to three times the legal interest rate in force, plus a fixed recovery indemnity of 40 euros and any additional compensation upon justification, in addition to the legal late payment interest at the rate in force.

All sums due by the Customer shall be paid in full, without compensation or condition, and without any deduction whatsoever in respect of any dispute.

In the event of non-payment of any **Order** due within THIRTY (30) days of **APIMOVE**'s written formal notice, **APIMOVE** reserves the right to terminate **APIMOVE** Services and close the **Customer Account** without further notice, in addition to taking legal action.

4.4. TERMINATION

Any Subscription covered by an **Order** is active until its term stipulated in the **Order** and cannot be terminated before its term. To stop the automatic renewal of a Subscription, the Customer must send **APIMOVE** a written request no later than (ONE) month before the date of its automatic renewal. Any Subscription initiated must be paid in full, and any request to cancel the Subscription will only take effect at the end of the Subscription period initiated.

At the end of the non-renewed Subscription, the Customer will no longer have access to **APIMOVE** Services, nor to the data contained therein.

APIMOVE reserves the right to terminate any Subscription with immediate effect in the event of breach of the GCSU, without any form of compensation being due to the defaulting Customer.

5. CONDITIONS OF ACCESS TO APIMOVE SERVICES

5.1. ACCEPTANCE OF GCSU

Any use of **APIMOVE** Services is subject to the prior acknowledgement and acceptance of the GCSU.

By placing an **Order** in writing or by ticking the acceptance box provided by **APIMOVE**, the Customer expressly declares that it accepts all the provisions of the GCSU, which are enforceable against it from that moment.

In any event, any use of **APIMOVE** Services implies unreserved acceptance of the GCSU in force at the time of such use.

5.2. TECHNICAL PREREQUISITES

To access **APIMOVE** Services, the Customer must have a functioning Internet access service and digital reading device(s) enabling access to the Internet network.

This equipment is the sole responsibility of the Customer, as are the costs incurred by its use. **APIMOVE** assumes no responsibility for such equipment.

5.3. CREATION OF A CUSTOMER ACCOUNT

Certain Offers require the Customer to create a personal **Customer Account** on the **APIMOVE** Site and/or on any other **APIMOVE** digital media and, where applicable, to enter payment information via the proposed outsourced third-party payment system.

The email address entered by the Customer to create his **Customer Account** will constitute his identifier. The Customer will then choose a password in accordance with the security instructions provided by **APIMOVE**. Together, these codes will constitute the Customer's **Login Codes**.

The Customer may change his/her password at any time (particularly in the event of loss) by following the instructions on his/her **Customer Account**.

The **Customer Account** is personal to the Customer only. Access may not be shared with any third party.

The Customer's **Login Codes** are strictly personal and may under no circumstances be communicated to any third party. The Customer undertakes to ensure the strict confidentiality of its **Login Codes** at all times, both by itself and by any third party acting on its behalf.

Furthermore, the Customer agrees to immediately notify **APIMOVE** of any unauthorized or fraudulent use of **APIMOVE** Services and/or its **Customer Account** and/or its **Login Codes** as soon as it becomes aware of such use. You will then be invited to change your password. **APIMOVE** may delete the Customer Account without notice.

The Customer is solely responsible for all information and data provided to create and maintain his/her **Customer Account** and/or provided to use **APIMOVE** Services. The Customer expressly agrees that at all times such information is complete and accurate, does not infringe any law or regulation, and does not infringe the rights of any third party.

The **Customer Account** will be active until the end of the Customer's Subscription. Any **Account** closure is irreversible. All data concerning the **Account** will be deleted within 5 (FIVE) years with the exception of data that **APIMOVE** is authorized to retain in accordance with its Privacy Policy.

Your **Customer Account** will be automatically deleted if you do not use the Services for a continuous period of (FIVE) 5 years.

6. USE OF APIMOVE SERVICES

In return for full payment of the Subscription **Price** by the Customer and for the entire duration of the Subscription, **APIMOVE** authorizes the Customer on a non-exclusive and non-transferable basis, to use the **APIMOVE** Services included in its Subscription worldwide, in strict and full compliance with the GCSU and in particular with the following conditions:

- in the context of its professional activity only, and to provide its own services to its own customers only;
- in the forms and formats included in the **APIMOVE** Services only and without modification;

- in compliance with all applicable legal and/or regulatory requirements and in full respect of all third-party rights.

Under this **License** only, the Customer is authorized to authorize its own customers only, to use the **APIMOVE** Solution(s) and **APIMOVE** Services included in its Subscription only and within the framework of the Customer's own services, within the limits and conditions of its Subscription and in accordance with the GCSU, and this free of charge or for a fee.

Apart from this, the Customer is expressly forbidden to grant any benefit whatsoever from the **License** and/or its Subscription, or to grant any sublicense whatsoever to any other third party in any form whatsoever and for any reason whatsoever.

The Customer shall at all times comply with any instructions for use of **APIMOVE** Services given by **APIMOVE** and in particular shall carry out any updates requested by **APIMOVE**.

No Subscription or **Order** shall be deemed to operate a transfer of ownership of any kind in favor of the Customer. The Customer hereby refrains from assigning, transferring, lending, sublicensing, delegating or granting to a third party, even free of charge, directly or indirectly, any right of use granted hereunder to any person without the prior written consent of **APIMOVE**.

Any use of **APIMOVE** Service(s) not permitted hereunder, illegal or otherwise not in compliance with the GCSU shall result in the immediate termination of all access to **APIMOVE** Services without compensation, in addition to possible legal action.

7. SERVICE AVAILABILITY AND MAINTENANCE

APIMOVE Services are accessible on the **APIMOVE** Site and/or via the API 24 hours a day, 7 days a week, except in the event of force majeure or an event beyond **APIMOVE**'s control, or in the event of breakdowns and/or interventions necessary for the proper functioning of **APIMOVE** Services. **APIMOVE** is only bound by an obligation of means in this respect.

APIMOVE may not be held liable for any disruptions, interruptions and/or anomalies beyond its control that may affect transmissions via the Internet and more generally via the communications network, regardless of their extent or duration.

APIMOVE may temporarily interrupt access to its Services or suspend access to these elements for maintenance, updates or repairs.

In addition, **APIMOVE** does not warrant that its Services will be free from defects, viruses or errors, or that its operation will be uninterrupted. As such, no warranty whatsoever is made as to the availability, accuracy, reliability, information or content of the Services.

APIMOVE will provide operational and corrective maintenance of its Services to ensure continuity of use by the Customer.

APIMOVE may make updates necessary to maintain the conformity of its Services throughout the term of the GCSU between **APIMOVE** and the Customer. **APIMOVE** undertakes to inform the Customer and to specify for each necessary update, the availability of the update, how it is to be installed and the consequences in the event of failure by the Customer to install it. **APIMOVE** may not be held liable for defects caused by the Customer's failure to install or incorrect installation of the update, unless such failure to install results from **APIMOVE**'s failure to provide the above information or from shortcomings in the installation instructions.

APIMOVE may also make updates not necessary to maintain the conformity of the Services, such as technical evolutions and/or improvements, at no additional cost to the Customer. **APIMOVE** will inform the Customer of such updates and their date of entry, in a clear and comprehensible manner, reasonably in advance and by e-mail (or any other durable medium).

8. PROTECTION OF PERSONAL DATA

APIMOVE manages **Personal Data** in compliance with **Applicable Regulations** and with its Data Protection Policy. APIMOVE's **Personal Data** Protection Officer can be contacted at 66, Boulevard Niels BOHR- 69100 Villeurbanne (FRANCE).

APIMOVE and the Customer each undertake to comply fully with the **Applicable Regulations** at all times and shall ensure that their permanent or temporary staff, subordinates and partners comply with the same terms. Each **Party** guarantees the other in this respect.

The respective roles of APIMOVE and the Customer are defined as follows:

- APIMOVE is responsible for processing the **Personal Data**, or **Data Controller**, of its own Customers in accordance with its Data Protection Policy;
- The Customer is responsible for processing **Personal Data**, or **Data Controller**, of its own customers or any third parties collected and processed in the context of its own services, including via APIMOVE Services;
- When APIMOVE is made the recipient of the **Personal Data** of its Customers' customers, APIMOVE assumes the status of the Customer's Subcontractor within the meaning of the **Applicable Regulations**. In this case, the subcontracting terms agreed between APIMOVE, and the Customer are as follows:

Permitted use of Customer **Personal Data** by APIMOVE

The Customer authorizes APIMOVE to use the **Personal Data** of its Customers under the following conditions only:

- **Data Controller** responsible for processing **Personal Data**: the Customer
- Subcontractor : APIMOVE
- **Personal Data** subject to subcontracting: surname, first name, email address and telephone number of the Customer's customers entered in the APIMOVE Services
- Persons concerned: Customer's customers
- Duration: for the entire duration of the GCSU between the Customer and APIMOVE
- Purpose of authorized **Data Processing**: to provide wheel diagnostics concerning the Customer's own customers as derived from the APIMOVE Services which are the object of the Customer's Subscription.
- Authorized transfers: only after prior written authorization from the Customer and to the only persons strictly necessary for the achievement of the aforementioned purpose under contract complying with the requirements of the GDPR with APIMOVE
- Any other use: with the Customer's prior consent and on the Customer's express, documented instruction.

Customer's obligations and warranties

The Customer also declares that its **Data Processing** of **Personal Data** subject to the present subcontracting is in full compliance with **Applicable Regulations** and fully and exclusively guarantees APIMOVE in this respect.

APIMOVE's obligations

APIMOVE undertakes:

- not to do any **Data Processing** of **Personal Data** other than as expressly authorized herein or in accordance with the Customer's documented instructions;
- ensure that persons authorized by APIMOVE to process the **Personal Data** covered by the present subcontracting undertake to respect confidentiality and the same obligations as those of APIMOVE;
- implement appropriate technical and operational measures in order to guarantee the **Personal Data** subject to the present subcontracting a level of security appropriate to the risk in accordance with Article 32 of the GDPR;

- assist, as far as possible, the Customer in fulfilling its obligation to respond to individuals' requests to exercise their rights and in complying with its security, alert and breach notification obligations defined in Articles 32 to 36 of the GDPR. In this context **APIMOVE** undertakes in particular to notify the Customer of any proven or suspected breach of **Personal Data** that is the subject of this subcontracting as soon as possible after becoming aware of it. This notification will be accompanied by any useful documentation to enable the Customer, if necessary, to notify this breach to the competent supervisory authority and/or to the individual concerned, where applicable. This notification will include:
 - a description of the breach including, if possible, the categories and approximate number of persons affected by the breach,
 - the name of the person to contact for further information,
 - a description of the likely consequences of the breach,
 - a description of the measures taken to remedy the breach, including, where appropriate, measures to mitigate any negative consequences.
- Where data subjects make any request to **APIMOVE** to exercise their rights, **APIMOVE** must send such requests within 5 working days by e-mail to the Customer;
- keep a written record of all categories of **Data Processing** activities carried out on behalf of the Customer, in accordance with Article 30 of the GDPR ;
- make available to the Customer the documentation necessary to demonstrate compliance with all its obligations and to enable audits to be carried out where necessary;
- at the end of the application of the GCSU between the Customer and **APIMOVE**, to destroy all existing copies in **APIMOVE**'s information systems.

9. INTELLECTUAL PROPERTY RIGHTS

The Customer expressly acknowledges that **APIMOVE** is the exclusive owner of all intellectual property rights attached to the following **PI Elements**:

APIMOVE Company, in particular its name, sign, names, acronyms, logos or other signs, and its know-how;

- the **APIMOVE** Site, and in particular its structure, tree structure, organization, any software, sections, functionalities, visual and graphic appearance, texts, animated or still images, sounds, know-how, drawings, and any other element making it up;
- the **APIMOVE** Solution, and in particular its structure, tree structure, organization, sections, functionalities, software, computer programs and any integrated tools, patented or patentable elements, visual and graphic appearance, texts, musical works, animated or still images, sounds, know-how, drawings, and all content and other elements making it up;
- the **APIMOVE** Services in general and/or **APIMOVE** Subscriptions and in particular their structure, tree structure, organization, sections, functionalities, software, computer programs and any integrated tools, patented or patentable elements, their visual and graphic appearance, texts, musical works, animated or still images, sounds, know-how, drawings, and all content and other elements composing them;
- any trademark, design and/or model, and/or patent and/or database owned by **APIMOVE**.

It is therefore forbidden to represent, reproduce and/or modify in any form whatsoever, directly or indirectly, all or part of the aforementioned **IP Elements** and more generally to use or exploit these **IP Elements** other than in the context of the present contract.

In particular, **APIMOVE** expressly prohibits:

- the extraction, by permanent or temporary transfer, of all or part of any of these **PI Elements**, in any form whatsoever;
- the reuse of all or part of any of these **PI Elements** in any form whatsoever;

Any unauthorized use of any **IP Elements**, except with the prior written authorization of **APIMOVE**, constitutes an offence and is liable to prosecution.

10. BUSINESS REFERENCES

The **Parties** mutually and reciprocally authorize each other to use each other's company names and logos to refer to their partnership and promote their activities, including on their websites and commercial brochures. This authorization is granted without limitation of time and/or space and will last until revoked by either of the **Parties**, in writing.

The User authorizes the Agency to reproduce its name and identifiers on its Social Networks (@ ; #) as a commercial reference.

11. INSURANCES

The **Parties** undertake to insure themselves and to maintain in force their insurance policy with a solvent insurance company in France, for all pecuniary consequences of their professional civil liability in tort and/or contract, due to bodily injury or material damage caused to the other **Party** and to any third party, within the scope of the performance of the Contract.

The Customer undertakes to provide **APIMOVE** with a valid insurance certificate on first request.

12. WARRANTIES

The Customer warrants that he:

- has the rights and capacity to be bound by the GCSU and to comply with them at all times;
- will comply with the GCSU and all legal provisions applicable to the **APIMOVE** Services and will ensure that they are complied with by its own customers and by any person acting in its name and on its behalf;
- use the **APIMOVE** Services only in accordance with the GCSU.

The Customer further expressly agrees to refrain from:

- attempt to obtain and/or use unauthorized access to **APIMOVE** Services;
- hindering or disrupting **APIMOVE** Services and/or **APIMOVE**'s activities;
- remove or circumvent any technical protection measures (TPMs), or use or manufacture for any purpose any means to facilitate the removal or unauthorized circumvention of TPMs;
- denigrate **APIMOVE** Services and/or **APIMOVE** on social networks and/or any other means of communication.

The Customer expressly undertakes to ensure that the data and information it provides in the **APIMOVE** Services and more generally in the context of the present Agreement are complete, accurate, lawful and do not infringe the rights of third parties, and in particular that they do not usurp the identity of a third party.

The Customer indemnifies **APIMOVE** and/or its partners against any action, claim or demand brought against it by any third party, including but not limited to its own customers, as a result of any breach by **APIMOVE** of the aforementioned undertakings and/or generally of its use of **APIMOVE** Services, including any legal fees and proceedings, and undertakes to intervene in any legal proceedings brought against **APIMOVE** and/or its partners.

13. RESPONSABILITES

APIMOVE has no direct legal, commercial or technical relationship with the Customer's customers. These relationships are the sole and entire responsibility of the Customer, without **APIMOVE** being held liable in any way whatsoever, to the fullest extent permitted by applicable law.

APIMOVE undertakes to describe its **APIMOVE** Services as accurately as possible and to update them regularly.

However, **APIMOVE** cannot guarantee the completeness, reliability or relevance of the information associated with the **APIMOVE** Services, nor its suitability for the requirements of the Customer, let alone its own customers. The interpretation and use made of information associated with **APIMOVE** Services is therefore the sole responsibility of the Customer, without **APIMOVE** being held liable. **APIMOVE** shall not be held liable for any insubstantial differences between the visuals and characteristics shown on **APIMOVE**'s sales media and the **APIMOVE** Services delivered to the Customer.

Furthermore, the Customer declares that it is aware of the fragility of the Internet network, especially in terms of the propagation of viruses, for which **APIMOVE**, its hosts and technology providers cannot be held responsible. The Customer is responsible for implementing its own solutions and security measures to prevent the propagation of viruses.

APIMOVE, its hosters and technology providers can never be held responsible for any damage resulting from:

- temporary or total unavailability, difficulties related to response time, and in general, a lack of performance of all or part of **APIMOVE** Services;
- a case of force majeure as defined herein;
- a fault on the part of a third party beyond its control that may adversely affect the provision or performance of **APIMOVE** Services;
- use of **APIMOVE** Services that does not comply with the GCSU;
- or, more generally, any fault on the part of the Customer.

The Customer's fault shall be deemed to include any failure to comply with these GCSU due to fault, negligence, omission or default on the part of the Customer, as well as the use of any technical process, such as robots or automatic queries, that contravenes the letter or spirit of the GCSU.

It is expressly understood that any operation carried out on the **Customer's Account** or with its **Login Codes** is deemed to originate from the Customer, who assumes sole responsibility therefor. Under no circumstances may **APIMOVE** be held liable, particularly in the event of identity theft.

In general, **APIMOVE** will not be held responsible for the faults of third parties not acting under its control.

APIMOVE's liability is also generally limited to direct damages for which it can be proven responsible, to the exclusion of indirect, incidental or special damages as defined by the jurisprudence of French courts.

With the exception of bodily injury or death, and except in the case of gross negligence or intentional misconduct causing proven direct damage, **APIMOVE**'s liability shall be limited to twice the amount received by **APIMOVE** in execution of the Customer's **Order**, all causes and damages combined. The Customer must initiate any proceedings within TWELVE (12) months of the cause of action.

The Customer may only hold **APIMOVE** liable if the dispute persists at the end of THIRTY (30) days after having notified **APIMOVE** by letter with acknowledgement of receipt of the alleged breach of contract and damage.

14. FORCE MAJEURE

La responsabilité de **APIMOVE**, ne pourra pas être retenue en cas de manquement à l'une de ses obligations contractuelles résultant d'un cas fortuit ou d'un cas de force majeure, tel que défini par l'article 1218 du Code civil français et par la jurisprudence rendue par les juridictions françaises.

L'exécution des CGVU sera suspendue tant que durera le cas de force majeure et les délais d'exécution seront prolongés d'autant. **APIMOVE** s'efforcera dans la mesure du possible de faire cesser le cas de force majeure ou de trouver une solution lui permettant d'exécuter ses obligations contractuelles.

APIMOVE may not be held liable in the event of a breach of any of its contractual obligations resulting from a fortuitous event or a case of force majeure, as defined by article 1218 of the French Civil Code and by case law handed down by the French courts.

The performance of the GCSU will be suspended for the duration of the force majeure event, and performance deadlines will be extended accordingly. **APIMOVE** will do its utmost to put an end to the case of force majeure or to find a solution enabling it to perform its contractual obligations.

15. TRANSFER

APIMOVE is entitled to transfer its rights and obligations under these GCSU to any company or person at any time, without the Customer being able to object or claim any prejudice. The Customer shall not transfer its rights or obligations hereunder to any third party without the prior written consent of **APIMOVE**.

16. ELECTRONIC WRITING AND CONVENTION OF PROOF

The Customer acknowledges and accepts that proof of its acceptance of the CGSU (and any updates thereto) is evidenced by placing an **Order**, by checking the corresponding box proposed by **APIMOVE** or by any use the Customer makes of **APIMOVE** Services. The Customer acknowledges and accepts that any contractual document binding the Customer to **APIMOVE** may be drawn up in traditional printed form or in digital form and signed by hand or via an electronic signature platform such as DocuSign, in which case the Customer expressly acknowledges the signature via this system as carrying its full consent. If they are communicated to the Customer by email, the latter expressly accepts that all exchanges with **APIMOVE** may take place by email and acknowledges that they have full evidential value. The Customer acknowledges and accepts that the computerized data stored on **APIMOVE**'s computer servers in reasonable conditions of security and integrity will be irrefragably considered as proof of acceptance of the terms of the CGSU and proof of all exchanges between **APIMOVE** and the Customer. Consequently, unless **APIMOVE**'s manifest error is proven by the Customer, the latter may not contest the admissibility, validity or probative value of documents established by the aforementioned digital means on the basis of any legal provision whatsoever specifying that certain documents must be written or signed to constitute proof. Thus, these elements constitute proof and, if they are produced as means of proof by **APIMOVE** in any litigation or other proceedings, will be admissible, valid and opposable in the same way, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

17. GCSU CHANGES

The GCSU may be modified and updated by **APIMOVE** at any time during their application to the Customer, in particular but not exclusively to adapt to legislative or regulatory changes. **APIMOVE** will inform the Customer promptly. The applicable **GCU** are those in force on the date of the Customer's **Order** of **APIMOVE** Services.

18. DISPOSIGENERAL PROVISIONS

No indication or document may give rise to any obligation not included in these GCSU, unless it is the subject of a new agreement between **APIMOVE** and the Customer.

APIMOVE's failure to require the application of any clause of these GCSU, whether permanently or temporarily, shall in no event be deemed a waiver of said clause or any other clause.

The titles of the articles herein are given for information purposes only and shall not prevail over the content of each clause.

Each of the **Parties** is a natural or legal person independent of the other, whether from a legal or financial point of view. Accordingly, each **Party** acts in its own name and under its own sole responsibility, unless expressly stipulated herein. Neither **Party** may be considered as the representative of the other and may not act or commit itself in the name of the other. The present contract excludes any relationship of subordination or intention to create a de facto company between the **Parties**.

If any of the stipulations of the GCSU are declared null and void by virtue of a legislative or regulatory provision in force and/or a court decision having the force of res judicata, it shall be deemed unwritten but shall in no way affect the validity of the other clauses, which shall remain fully applicable.

19. APPLICABLE LAW- COMPETENT COURT

The GCSU are written in French and are governed by FRENCH law.

The courts within the jurisdiction of the Court of Appeal of LYON (France) shall have exclusive jurisdiction to hear any dispute of any nature or contest relating to the interpretation or execution of the GCSU, notwithstanding multiple defendants, incidental or summary proceedings or warranty claims, unless **APIMOVE** prefers to bring the matter before any other competent court.