

TERMS OF USE

Version in effect as of 13 November 2019

The use of the Platform www.winddle.com published by WINDDLE implies without reservation the acceptance of these Terms of Use (hereinafter the 'ToU') by any User wishing to benefit from the Services delivered through the Platform, of which the latest version on that date shall prevail.

ARTICLE 1. GENERAL DESCRIPTION OF THE SERVICES

The Platform offers Users a solution to manage product development, supplier relations and monitor the supply chain in real time (hereinafter, the '**Services**').

To optimise the use of its Services, WINDDLE provides its Client and Partner Users a support services via the contact address: (.)

User can find more information on the Platform itself.

ARTICLE 2. LEGAL IDENTIFICATION

The Platform is published by WINDDLE, a *société par actions simplifiée* [simplified joint stock company] with a share capital of 20,000 euros, registered with the Paris Trade and Companies Register under number 811 521 491, whose registered office is located at 15 Rue De Siam - 75116 Paris, represented by its CEO, Ms. Emilia JEVAKHOFF, duly authorised for this purpose.

ARTICLE 3. DEFINITIONS

Administrator: means the person designated by the Client to administer the Platform and manage Partner rights;

Client: refers to the legal entity that has subscribed to the Services with WINDDLE and thus has access to the Platform;

Client Account: means the account created by the Client, from which the Administrator(s) access(es) the Platform, in accordance with User License described in this document;

Partner Account: means the account created by the Partner, based on settings configured by the Administrator and through which the Partner logs onto the Platform, in accordance with the User License described in this document;

Personal Data: refers to any type of information, data or content, collected and processed in the context of using the Services hosted by WINDDLE, which, within the meaning of the French Personal data protection act of 6 January 1978, as amended and the Regulation (EU) 2016/679 of the European Parliament and Council of Europe of 27 April 2016, on protecting individuals with regard to the processing of personal data and on the free movement of such data, which makes it possible to directly or indirectly identify an individual.

Platform: refers to all the web and server software bricks comprising the Platform, developed and published by WINDDLE, which is the exclusive owner, allowing User to access the Services, and which is accessible at the following address www.winddle.com;

User: means any natural person, with a Client Account and/or Partner Account, who logs onto the Platform in order to use the Services, but also any natural person who has not opened an account on the Platform and who visits the Platform to browse and view the content.

ARTICLE 4. ACCEPTANCE - WARNING

These ToU are expressly agreed and accepted by User when setting up Client Accounts and/or Partner Accounts, who declare and acknowledge to have read them in full.

In any event, any User who begins to use the Platform, is subject to these ToU. User is then considered to fully accept the provisions set out in this document, as well as those which are contained in any document available on the Platform, forming an integral part of the ToU by reference and which govern relations with third-parties and WINDDLE.

These ToU are enforceable for the entire duration that the Platform is used and until they are replaced by new ToU.

User also acknowledges to have read the legal notices available on the Platform before using the Services.

ARTICLE 5. AGREEMENT ON EVIDENCE

User acknowledges that the records and backups (including any login data) performed on the Platform (hereinafter the 'Electronic Documents') shall have full evidentiary value between User and WINDDLE. Thus, the Electronic Documents (including their data and time) shall constitute proof between the Parties in any dispute.

User therefore acknowledges the validity and conclusive evidence of emails in its contractual relations with WINDDLE. Similarly, notifications made via the Platform are enforceable against Users as elements of proof.

ARTICLE 6. UPDATES

WINDDLE reserves the right to amend these ToU depending on the technical development of the Platform, its service offerings, or due to a change in the legislation, at its sole discretion.

In general, in using the Platform, User is always subject to the most recent version of the ToU, which is available at any time on the Platform. User is responsible for reading the ToU available on the Platform and on the Administrator's account and/or User Account as often as necessary

ARTICLE 7. BREACH

Any breach of these ToU authorises WINDDLE to refuse access to the Services in the future to the User responsible for the breach in question, as well as closing any Client and/or Partner Account, without affecting any compensation which WINDDLE may be entitled to claim from the perpetrator of such breach,

It is strictly forbidden to use the Services for the following purposes:

- exercising illegal or fraudulent activities, or harming the rights or the safety of Third parties.
- harming public policy or violating statutory regulations.
- breaking into the information system of a third party or any activity likely to harm, control, interfere or intercept all or part of the information system of a third party, or violate its integrity or security,
- sending unsolicited emails and or sales canvassing or solicitation.
- manipulations intended to improve the search engine optimisation of a third-party site.
- assisting or encouraging one or more of the above-mentioned acts or activities, in any form and in any way whatsoever.
- and more generally, any practice that uses the Services for purposes other than those for which they have been designed.

The following are also strictly forbidden:

- any behaviour that interrupts, suspends, slows down or prevents the continuity of the Services,
- any intrusion or attempted intrusion in the WINDDLE systems,

- any diversion of the Platform's system services,
- any action that is likely to require a disproportionate change to the Platform's infrastructure.
- any breach of the security or authenticating measures.
- any act likely to infringe WINDDLE's financial, commercial or moral rights and interests, or those of other users on its site,
- and finally, more generally, any breach of these ToU.

ARTICLE 8. LICENSE

8.1 Scope of rights granted

WINDDLE grants a non-exclusive, personal, non-transferable license to use the Platform, to User, who accepts, for the time that the Platform is used and, in any territory, worldwide (**hereinafter, the 'License'**) such that User can access and use the Services.

8.2 Usage restrictions

User expressly refrain from any other use or exploitation of the Platform, including:

- Making a copy of all or part of the software solutions included on the Platform
- Permanently or temporarily reproducing all or part of the Platform provided, by any and all means, including when loading, displaying, running or storing the Platform;
- Reverse engineering, decompiling or disassembling the Platform, the computer programme(s) and software solution(s) with the exception of what has been expressly authorised by the legislation in force;
- Modifying, damaging, adapting or making any changes of any kind whatsoever to the presentation and content of the Platform computer programme(s), software solution(s) trademark, trade name, logos, etc., affixed on the Platform, or its presentation;
- Deleting the identification and ownership references of the Platform, including the names of contributors;
- Translating, adapting, arranging or modifying all or part of the Platform, exporting or merging it with other IT applications;
- Renting, loaning or using the software programmes and software solutions making up the Platform in order to share or make them available to a third party, who is not an authorised User.
- Publishing any test, performance analysis or assessment related to the Platform without WINDDLE's prior, written consent.

If User plans to use the Software for other purposes than those provided for in these ToU, User shall inform WINDDLE in writing, who may, at its sole discretion, refuse or authorise this use according to terms and conditions that it shall define.

ARTICLE 9. ACCOUNT

9.1 Client Account

In order to create an account, the Client must provide WINDDLE all the information necessary to set up a Client Account at the time of entering into the Agreement. Such information includes:

- Administrator's first name, last name,
- Administrator's email

Administrator will be able to access the Client Account by activating its connection settings, which includes a user name and a password:

- either provided by WINDDLE;
- or created by the Administrator after having been directed to a registration link sent to Administrator by WINDDLE via email.

When logging in for the first time, the Administrator certifies that he/she has read and accepted these ToU by clicking on the button specifically provided for that purpose.

From his/her area, the Administrator has access to the different Services provided by WINDDLE, depending on the package to which the Client has subscribed. The Administrator may create or delete sub-accounts for any User who is a member of the Client's staff.

9.2 Partner Account

In order to set up an account, Partner must be designated by the Administrator or invited by another User who is a member of the Client's staff.

When signing up, Partner must enter all the information required to create a Partner Account, i.e.:

- Partner's first name, last name,
- Partner's email address,

Partner will be able to access his/her Account is by activating his/her connection settings, which includes a user name and a password:

- either provided by WINDDLE;
- or created by Partner himself/herself after being redirected to a registration link sent by WINDDLE to his/her email address, at the request of the Administrator or another User who is a member of the Client's staff.

When logging in for the first time, Partner certifies that he/she has read and accepted these ToU by clicking on the button specifically provided for that purpose.

From his/her area, Partner has access to the different Services provided by WINDDLE, depending on the Administrator' settings.

Partner may at any time rectify or modify his/her information and data from his/her Partner Account.

9.3 Responsibility for connection settings

Users may not disclose their connection settings. As such, Users are reminded that the User connection settings are strictly personal.

Users are responsible for any use, whether or not they have expressly authorised such use. Users are prohibited from transferring, lending or transferring their connection settings to any third party or allowing any third party to connect to their Accounts.

ARTICLE 10. EQUIPMENT

Using and maintaining any telephone, computer or other types of equipment necessary to access the Platform is the responsibility of User who shall bear such expenses. WINDDLE shall not be held liable in the event damage to any equipment in the context of using the Platform.

ARTICLE 11. ACCEPTABLE USAGE RULES

11.1 General requirements

Any message, information, comment, image, answer, text, video, etc., posted by User on the Platform (hereinafter collectively referred to as 'Posts') must be written in a correct language. User and any natural persons acting as contact points for User undertake to comply with the basic rules of courtesy and politeness.

All the Posts placed on the Platform must comply with such usage rules, including:

- Compliance with current regulations
- Not invading other people's privacy
- Not harming the image rights of others,
- Not publishing statements or disseminating manifestly illegal content i.e. content which:
 - o glorify crimes against humanity,
 - o glorify terrorist acts

- encourages acts of terrorism,
- incites racial hatred, hatred against people because of their sex, sexual orientation, gender identity or disability,
- incites violence, including sexual and gender-based violence,
- relates to child pornography,
- harms human dignity.
- Not publishing works or disseminating content of an abusive, defamatory, obscene or offensive nature;
- Not publishing comments or disseminating content aimed at harassing and/or intimidating another User of the Platform;
- Not publishing content that encourages discrimination;
- Not publishing content that encourages dangerous or illegal activities.
- Not reproducing, performing or disseminating a work, within the meaning of Article L.112-2 of the Intellectual Property Code, whose content would reproduce without authorisation a work protected by an intellectual property right, including copyrights, software rights, trademark rights or rights applicable to databases.
- Not publishing content that incites proselytism;
- Not publishing content which displays the religious and/or political views of User.

User and any natural person who acts as a contact person for User undertakes to adopt a respectful attitude towards any interlocutor on the Platform.

11.2 Rights and duties of User

User accepts sole and unique liability for the data that it sends to WINDDLE and which is intended to be disseminated to other Users on the Platform. User is informed that any information he/she wishes to keep private or confidential must not be placed on the Platform.

In the case of content protected by an intellectual property right, User guarantees only to reproduce, perform, or disseminate the content whose use has been authorised by the rights owner.

11.3 WINDDLE's liability

WINDDLE has no intention to guarantee the accuracy of the Posts placed on its Platform, nor endorse the opinions which may appear, such statements are uniquely the expression of the thoughts of each User.

Users are the sole authors of the published content.

WINDDLE shall not be held civilly liable for the statements issued by User, whenever after receiving notice of the publications of clearly illegal content, it promptly removed them or made it impossible to access such content on the Platform.

ARTICLE 12. PERSONAL DATA

WINDDLE undertakes to process the Personal Data of User or the natural person who is the contact point for User, is collected and processed in accordance with Act n° 78-17 of 6 January 1978 as amended on computing, files and freedom, known as the French Personal Data Processing Act, and Regulation 2016/679. of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any legislation adopted pursuant to this Regulation.

The Personal Data policy is set out in WINDDLE's Non-disclosure policy available at the following address: www.winddle.com

ARTICLE 13. INTELLECTUAL PROPERTY

13.1 Respecting intellectual property rights

All the graphical elements such as the information, text, images, copyrights, trademarks, photographs, videos, sounds, logos as well as any IT applications disseminated by WINDDLE on the Platform are protected by the current intellectual property law in effect. They may, under no circumstances, be used, reproduced, imitated, or adapted without the prior written permission of WINDDLE.

WINDDLE holds the exploitation rights for the domain name **winddle.com**.

If User does not comply with these provisions, WINDDLE may initiate civil and/or criminal proceedings against it for infringement.

In addition to what is mentioned herein, User acknowledges and accepts that having access to the Platform does not entail transferring or granting User any intellectual property rights (including trademark rights and copyrights).

13.2 Copyright compliance - Copyright © - Links (owned by WINDDLE or its partners)

The Platform complies with copyrights and related rights (**hereinafter the 'Copyrights'**). All copyrights for protected works which are reproduced and placed on the Platform are reserved worldwide. Unless authorised, any use of works other than for individual and private reproduction and viewing is prohibited.

Reproducing (printing) pages of the Platform on paper is permitted for a strictly private and non-commercial use.

Reproducing all or part of the Platform on an electronic medium is prohibited.

ARTICLE 14. NOTICES

All the notices and notifications provided for in these ToU must be sent to the address mentioned at the top of this document, if it concerns WINDDLE and to the email address provided by User when registering on the Platform, regularly updated, if applicable, in accordance with these provisions.

Any notices sent related to these ToU shall be officially sent and shall be considered as received under the following conditions:

- Email - on the day of sending;
- Registered letter with proof of delivery - the day after the date marked on the proof of delivery slip.

ARTICLE 15. DISPUTES AND JURISDICTION

These ToU are subject to French law.

If no amicable solution can be found, any dispute regarding these Terms of Use shall be brought before the competent courts.