

TERMS AND CONDITIONS

AMSEL SUITE

This document is a translation of the original Terms and Conditions, drafted in French and available [here](#).

Amsel-Suite is a web platform, accessible at the address **www.amsel-suite.com** (the “**Site**”), operated by Ollam Technologies, a french Société par Actions Simplifiée (SAS) company with a capital of 10,000 euros, having its registered office located at 4, rue de la République in Lyon, France (69001), registered with the trade and companies register of Lyon under the identification number 921 900 007 and whose intra-community VAT number is FR46921900007 (the “**Company**”). The said platform is dedicated to the presentation and subscription to the software developed by the Company.

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

The User undertakes, during each of their visits to the Site, to comply with all these Terms without any reservation. Consequently, the User acknowledges having read the Terms and agrees to be bound by these provisions. If the User accesses the Site on behalf of a company or any other legal entity, they are nevertheless personally bound by this Agreement.

ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION

1.1. Definitions

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

- “**Condition(s)**” has the meaning attributed to it in the preamble;
- “**Agreement**” has the meaning attributed to it in the preamble;
- “**Service(s)**” refers to the services offered by the Company on the Site as mentioned in Article 2.1;
- “**Company**” has the meaning attributed to it in the preamble;
- “**Site**” has the meaning attributed to it in the preamble; and
- “**User**” refers to any natural or legal person using the Site.

1.2. Rules of Interpretation

The following rules apply to the interpretation of this Agreement:

- (a) The headings of articles and annexes are included for convenience and do not affect the interpretation of any provisions of this Agreement;
- (b) The use of the terms “including,” “in particular,” or “notably” implies that the list following them is not exhaustive or limiting;
- (c) The term “or” is not exclusive;
- (d) The definition attributed to a singular term also applies to that term when used in the plural and vice versa. The same applies to the use of the masculine or feminine gender;
- (e) The calculation of time periods expressed in days, months, or years must be done in accordance with the provisions of the Law;
- (f) Any reference to a party includes a reference to its heirs, successors, and assigns; and

- (g) Any reference to a document means that document as it may be amended or replaced (other than in violation of the provisions of this Agreement).

ARTICLE 2 – ELIGIBILITY FOR SERVICES – ACCOUNT INFORMATION

2.1. Eligibility for Services

To be eligible for the subscription service to the software on the Site (the “Service(s)”) governed by the general terms of service listed here, the User must be a natural person who has reached the age of 18 and has full legal capacity.

2.2. Account Creation

Creating a member account on the Site is a mandatory prerequisite for using the Services. It requires completing the registration form available on the Site by providing accurate, up-to-date, and complete information. These details must be regularly updated by the User to maintain their accuracy.

The User must choose a username, a valid email address, and a password.

The access codes to the User’s account are strictly confidential. In the event of unauthorized use of their account or any breach of the confidentiality and security of their identification means, the User must promptly inform the Company.

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

ARTICLE 3 – USE OF THE SITE

3.1. Right of access to the Site

The Company, according to these Terms, grants Users a limited, revocable, non-exclusive, non-transferable right of access to the Services and the Site for strictly personal use. Any use of the Site contrary to its purpose is strictly prohibited and constitutes a breach of these provisions. Using the Site requires an internet connection and a browser. To ensure the proper functioning of the Site, it is specified that the Site is optimized for:

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

All hardware and software necessary to access the Site and use the Services remain exclusively at the User’s expense.

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

3.2. User Obligations

Users are prohibited from:

1. transmitting, publishing, distributing, recording, or destroying any material, particularly the content of the Site, in violation of applicable laws or regulations regarding the collection, processing, or transfer of personal information;
2. creating fictitious profiles;
3. providing inaccurate information in the form or failing to update it regularly;
4. disseminating data, information, or content that is defamatory, abusive, obscene, offensive, violent, inciting violence, or of a political, racist, or xenophobic nature, and generally any content that would be contrary to applicable laws and regulations or good morals;
5. referencing or creating links to any content or information available from the Company’s sites without the express, written, and prior consent of the Company;
6. obtaining passwords or personal identification data from other Users;
7. using information, content, or any data present on the Site to offer a service considered, at the Company’s sole discretion, as competitive to the Site;

8. selling, exchanging, or monetizing information, content, or any data present on the Site or service offered by the Site without the express and written consent of the Company;
9. practicing reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to obtain the source code related to any underlying intellectual property used to provide all or part of the Services;
10. using software or manual or automated devices, coding robots, or other means to access, explore, extract, or index any page of the Site;
11. endangering or attempting to endanger the security of a Company website. This includes attempts to monitor, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express prior authorization;
12. counterfeiting or using the products, logos, trademarks, or any other element protected by the Company's intellectual property rights;
13. simulating the appearance or functioning of the Site, for example, by mirroring;
14. disrupting or disturbing, directly or indirectly, the Site or the Services, or imposing a disproportionate load on the Site's infrastructure or attempting to transmit or activate computer viruses via or on the Site.

It is reminded that violations of system or network security may lead to civil and criminal prosecution. The Company verifies the absence of such violations and may call upon judicial authorities to prosecute, if necessary, Users who have participated in such violations.

Users agree to use the Site fairly, in accordance with its purpose and legal, regulatory provisions, these Terms, and current practices.

ARTICLE 4—USE OF SITE CONTENT

All content on the Site, including designs, texts, graphics, images, videos, information, logos, icon buttons, software, audio files, and others, belongs to the Company, which holds all related intellectual property rights.

Any representation and/or reproduction and/or partial or total exploitation of the content and services offered by the Company, by any means whatsoever, without the prior written authorization of the Company, is strictly prohibited and may result in legal action.

ARTICLE 5—PERSONAL DATA

5.1. Data Collected

To allow any User to fully benefit from the Services and features of the Site, the Company collects various data. It is reminded that by registering on the Site, the User expressly agrees that this data will be collected, regardless of the country from which they connect.

This data is collected at different times and by various methods:

- When the User creates a member account. This personal data includes: email address;
- When the User subscribes to software. This personal data includes (collected directly by the payment provider): first name, last name, country of residence, postal address, email address, and phone number;
- Log files and Internet Protocol (IP) address: The Company receives, with each connection to the Site, the link of the site from which the User arrived and the one to which they are heading when they leave the Site. The Company also receives the User's Internet Protocol (IP) address or certain information related to their computer's operating system or internet browser;

- Cookies: The Company uses cookie files, which can be defined as text files that may be saved on a terminal when consulting an online service with a browser. A cookie file allows its issuer, during its validity period not exceeding 13 months, to recognize the terminal concerned each time it accesses digital content containing cookies from the same issuer. However, it is possible to disable the use of cookies by changing the User's preferences in their internet browser. In this case, some features of the Site may no longer function.

5.2. Retention of Collected Data

Personal data is stored by the Company on its servers for processing in connection with the use of the Services. It is retained as long as necessary to provide the Services and functions offered by the Site. Consequently, as long as a User has a member account, the collected data will be retained. In the event of the deletion of the member account requested by the Client, the collected data will be erased by the Company and only retained as an archive for the purpose of establishing proof of a right or contract, which may be archived in accordance with the provisions of the Commercial Code regarding the retention period of books and documents created during commercial activities and the Consumer Code regarding the retention of contracts concluded electronically.

The User always remains the owner of the information concerning them that they transmit to the Company. They have, in accordance with French Law, the right to access, rectify, and delete personal data concerning them, as well as the right to object to the communication of this data to third parties for legitimate reasons.

The User can exercise their rights by writing to the following email address: help@amsel-suite.com or to the following postal address: Ollam Technologies - 4, rue de la République in Lyon, France (69001).

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

5.3. Purposes of Data Collection

Personal data is collected from Users in order to (i) allow the User to fully benefit from the Services and features offered by the Site, (ii) prevent any fraud, and (iii) for statistical purposes.

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

However, in various circumstances, the Company may disclose or share a User's personal data with other third parties, including:

- with the User's consent;
- to comply with the law, current regulations, any judicial procedure, court decisions, or any other case of mandatory disclosure; or
- to protect the rights, property, or safety of the Site, its members, or the public. protéger les droits, la propriété ou la sécurité du Site, de ses membres ou du public.

ARTICLE 6 – LIABILITY

6.1. Use of the Site

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

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

The User must ensure that their use of the Site complies with legal and regulatory provisions as well as the Terms and Conditions. The Company does not provide any guarantee to the User regarding the compliance of the use of the Site, whether current or planned, with national or international legal and regulatory provisions.

The User is warned of the technical risks and access interruptions that may occur on the Site. Consequently, the Company cannot be held responsible for any unavailability or slowdowns of the Services.

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

The User should not, under any circumstances, consider the information and data on the Site as definitive but should

independently verify all such information and data. Therefore, the Company cannot be held responsible for the consequences of using the data and information displayed on the Site.

6.2. Data

The Company has no general obligation to monitor the data and content uploaded by Users, nor any obligation to remove content that does not appear manifestly unlawful, notwithstanding its notification.

The User agrees not to upload content that may harm public order or good morals, provoke protests from third parties, or violate current legal provisions.

Consequently, it is expressly agreed that if the Company is implicated, in any capacity, in any country, by a third party based on, in particular, an industrial and/or intellectual property right related to an element provided by a User, this User agrees to fully indemnify the Company for the direct and/or indirect economic and financial consequences (including legal and defense costs) resulting from such claims.

It is reminded that the data published by Users and the information shared by them may be captured and exploited by other Users or third parties. In this sense, the Company does not guarantee the protection of these data; it is the User's responsibility to take all necessary measures to preserve the ownership of their data.

The User must ensure the transmission of data to the Site and cannot hold the Company responsible, on any grounds and for any reason, for the non-receipt or loss of transmitted data. The User should therefore keep a backup of the transmitted data.

6.3. General Provisions

In any event, the Company cannot, under any circumstances, be held responsible for indirect or unforeseeable losses or damages of Users or third parties, including, but not limited to, any missed gains, inaccuracies or corruption of files or data, or loss of opportunity related to any title and on any grounds under this Agreement.

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

ARTICLE 7 – MODIFICATION OF SERVICES

The Company is free to terminate or modify the conditions of Services at any time. The Services offered free of charge do not create any obligation on the part of the Company.

The Company reserves the right to restrict, suspend, or terminate, without notice, any User's access to the Site if the User abuses or misuses the Services. The assessment of the User's behavior is at the sole discretion of the Company.

ARTICLE 8 – EVIDENCE AGREEMENT

Computer systems and files are authoritative in the relationship between the Company and the User.

Thus, the Company may validly produce, as evidence in any procedure, the data, files, programs, recordings, or other elements received, sent, or stored using the computer systems operated by the Company, on any digital or analog media, and rely on them unless there is a manifest error.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Severability of the Agreement

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

9.2 Modification of the Agreement

The Company reserves the right to modify, supplement, or replace these Conditions.

ARTICLE 10 – DISPUTE RESOLUTION

The conclusion, interpretation, and validity of this Agreement are governed by French law, regardless of the User's country of origin or the country from which the User accesses the Site, notwithstanding the principles of conflict of laws.

In the event of a dispute concerning the validity, performance, or interpretation of this Agreement brought before civil courts, it will be subject to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly assigned, even in the case of summary proceedings or multiple defendants.

The User is informed that they may, in any event, resort to conventional mediation or any alternative dispute resolution method (such as conciliation) in case of a dispute.

In accordance with European Regulation (EU-524/2013 art. 14.1 of the European Parliament and of the Council of 21 May 2013), the User is informed that they can consult the following page for more information on their procedures in case of a dispute: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

In accordance with legal provisions regarding the amicable resolution of disputes, the Company subscribes to the consumer mediation service of the Association of European Mediators (AME) in its capacity as a consumer mediation entity AME Conso, located at 197 Boulevard Saint-Germain, 75007 Paris, France, whose contact details are as follows: +33953010269 - www.mediateurseuropeens.org.

After a prior written request from the User, who qualifies as a consumer under the Consumer Code, to the Company, the aforementioned mediation service can be contacted for any consumer dispute that has not been resolved.

LEGAL NOTICE

OLLAM TECHNOLOGIES

French S.A.S. with a capital of 10,000 euros

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