

## 1. DEFINITIONS

When the terms below are capitalised, please refer to their definition.

GTCU: refers to these general terms and conditions of use.

Customer: refers to the entity signing the Contract enabling the User to use the Tools and Services.

Content: refers to all information, data, elements and/or media of any nature whatsoever, in any format whatsoever, intended to be implemented, distributed or communicated on the Tool in any way whatsoever.

Contract: refers to the contractual documents signed by the Customer and VISIATIV, governing the provision of Tools and Services to the Customer and its Authorised Users.

Associated Company(ies): means any company which is controlled by, which controls, or which is under common control with VISIATIV SA within the meaning of Article L.233-3 of the French Commercial Code or any equivalent regulation (i.e in UK s.25 (4) Corporation Tax Act 2010 as amended).

Parties: refers jointly to Users and VISIATIV.

Services: refers to all services rendered by VISIATIV to Users by means of the Tools, such as, but not limited to, consulting various information, downloading content, contacting VISIATIV via forms and monitoring the business relationship with VISIATIV.

Software Solution(s): refers to all software solutions made available by VISIATIV as part of a Contract, whether published in whole or in part by VISIATIV or by a third party.

Tool(s): refers, where applicable, to the websites, Software Solutions, applications and software products made available by VISIATIV to the Customer under a Contract or to the User.

User(s): means any natural person who uses, accesses and/or connects to the Tools. Where access to the Tools is governed by a Contract, any person or system authorised by the Customer to have dedicated and personal access to the Services under the conditions set out in the Contract.

VISIATIV: refers to, where applicable, any Affiliated Entity that has signed the Contract or that is designated in the legal notices of the website or, by default, Visiativ, a French limited company with a share capital of 2,736,914.40 Euros, registered with the Lyon Trade and Companies Registry under number 395 008 246, whose registered office is located at 26 Rue Benoit Bennier 69260 Charbonnières-les-Bains, France (hereinafter referred to as "VISIATIV SA").

## 2. SUBJECT

The purpose of the GTCU is to define the terms of use, access and conditions under which any User may use the Tools and Services. Insofar as access to and/or use of the Tools and Services is conditional upon the signing of a Contract between the Customer and VISIATIV, the GTCU supplements the provisions, undertakings and obligations of the Contract, which remain applicable in all respects.

## 3. APPLICABILITY OF THE GTCU AND ACCESS TO TOOLS AND SERVICES

Use of and access to the Tools and Services is subject to the User's acceptance, without reservation, of the GTCU. They apply to the User as soon as they are accepted and/or used for the first time.

The GTCU is intended to evolve, in particular to integrate any minor modification, regulatory change or amendment made necessary for security reasons. In the event of a major change to the GTCU, VISIATIV will inform the User.

Any new version of the GTCU may be made accessible by any means and will be available on: <https://www.visiativ.com/> website.

The User and the Customer acknowledge that VISIATIV is able at any time, for any reason whatsoever and in particular in the event that the User and/or the Customer does not comply with all or part of the GTCU, and without the User and/or the Customer being able to claim any compensation whatsoever:

- temporarily or permanently interrupt access to the Tools and Services; and
- temporarily or permanently interrupt the distribution and/or delete any Content implemented, distributed and/or communicated on the Tool by the User.

In addition, VISIATIV reserves the right, without prejudice to its rights and remedies and without the User and/or Customer being able to claim any compensation whatsoever, to temporarily or permanently suspend access to the Tools and Services:

- in the event of non-compliance with payment obligations by the Customer ;
- in the event of total or partial non-performance of its obligations by the User and/or Customer;
- in the event of non-performance by the User and/or the Customer of such a nature as to compromise the protection and/or security of the Tool and/or the Services, installations, technologies, equipment or property of VISIATIV, in any manner whatsoever;
- in the event of non-compliance by the User and/or Customer with applicable laws and regulations;
- in the event of failure by the Customer to comply with all the provisions and undertakings set out in the VISIATIV code of conduct.

## 4. OBLIGATIONS OF THE USER

The User undertakes to :

- use the Tools and Services in accordance with Clause 5 of this GTCU;
- have all the rights enabling them to access the Tools from their place of connection, and in particular a user license for the software solutions in accordance with the Contract;
- ensure compliance with all security measures, implement all prerequisites, and comply with best security practices, including but not limited to: (i) not communicating his/her login, password and/or any other means of identification, which are strictly personal and confidential; (ii) implementing all procedures and measures to protect his/her workstation, hardware and software, including having an antivirus program and keeping it up to date;
- as soon as it is aware of them, notify VISIATIV of any compromise or physical or logical security breach that may affect the Tool and/or the Services, in particular by sending a notification by email to: [security@visiativ.com](mailto:security@visiativ.com).

## 5. INTENDED USE

The User undertakes to ensure that all Content and, in general, all use of the Tools, Software Solution and Services does not contravene :

- applicable laws and regulations;
- the proper functioning of the Tools, Software Solution security measures and in particular the User undertakes to ensure that the Content implemented, distributed and/or communicated on the Tools does not contain any virus or any other computer code, file, script or program that is harmful or likely to undermine the proper functioning of the Tools, Software, or Solution;
- the legitimate interests, image and rights of other Users or third parties;
- the image, reputation and interests of VISIATIV, its partners and customers.

The User guarantees and is solely responsible for the nature, content, accuracy, quality, integrity, lawfulness, reliability, completeness, legality and relevance of the Content it places online on the Tools and via the Services.

Furthermore, where the User is required to provide information in order to access all or part of the Tools, Software Solution, and/or Services, the User undertakes to provide accurate, complete and up-to-date information, such information being used for the proper operation of the Tools, Software Solution, and the proper performance of the Services.

## 6. INTELLECTUAL PROPERTY

Subject to the provisions of the Contract, where applicable:

All intellectual property rights relating to VISIATIV Tools and Software Solutions, as well as all the elements of which they are composed (documentation, source codes, object codes, logos, graphic texts, images, etc.) remain the full and entire property of VISIATIV and/or its publisher in the case of third-party software.

The User is granted only a personal, non-exclusive, non-assignable and non-transferable right to use the Tools, within the limits and conditions defined in the Contract where applicable.

In this context, the User undertakes not to infringe, directly or indirectly, the intellectual property rights of VISIATIV and/or third-party publishers, and in particular undertakes not to:

- copy, represent or reproduce all or part of the Tool;
- assign, lend, rent, license or sub-license or commercially exploit the Tool, and/or use all or part of the Tool to provide services to third parties;
- carry out any correction, modification, decompilation, disassembly of the Tool, or seek in any way whatsoever to reconstitute the source code of the Tool, to reuse it for commercial purposes or to create a similar service;
- modify, translate or create derivative works from all or part of the Tool;
- extract or reuse, including for private purposes, any part of the content of the databases and archives included in the Tool.

Similarly, VISIATIV's trade names and trademarks, as well as all trademarks, illustrations, images and logos reproduced on the Tools, whether registered or not, are and shall remain the property of VISIATIV. Any total or partial reproduction, modification or use of these elements, for any reason and on any medium whatsoever, without the express prior consent of VISIATIV, is strictly prohibited and shall constitute an act of counterfeiting and/or unfair competition liable to incur the liability of the User.

The use of hypertext links to any part of the Tools is prohibited without the prior written consent of VISIATIV.

## 7. PERSONAL DATA

The User and VISIATIV undertake to comply with the Contract, the applicable regulations, legislation (in particular the protection of individuals with regard to the processing of personal data and on the free movement of such data ["GDPR"] and the Data Protection Act 2018, as amended) and, concerning the User, any policy applicable when using the Tool and Services.

Only the data explicitly entered in the Tool, Software Solution, must be filled in by the User. The User undertakes not to process any personal data other than the data to be entered, and in particular not to process any sensitive data, in particular health data, via the Tool. With regard to the terms "sensitive data" and "health data", reference is made to the definitions given by the Data Protection Act 2018.

When using the Tool and Services, VISIATIV may process personal data in its capacity as data controller. All information relating to such processing is available in VISIATIV's personal data protection policy, which can be accessed on the following website: <https://www.visiativ.com/>.

In connection with the use of the Tool and Services, VISIATIV may process personal data as a subcontractor under the conditions defined in the Contract.

## 8. RESPONSIBILITY

Subject to the provisions of the Contract, where applicable :

VISIATIV shall in no event be liable for any direct or indirect damage resulting from errors, lack of availability, inaccuracy and/or incompleteness of information

published on the Tools, the presence of viruses on the Tools and more generally from the use of the Tools.

The User and/or Customer are solely responsible for implementing their own internal data backup policies and processes.

Furthermore, VISIATIV declines all responsibility for the content of third-party websites and third-party applications to which the Tools may redirect via hypertext links.

The User and/or the Customer shall be liable for any damage resulting from use of the Tools that do not comply with the GTCU, and more generally in the event of acts, faults, fraudulent or illicit use of the Tools, that they may cause to VISIATIV or to third parties.

Once a Contract has been signed, its liability provisions apply.

## 9. CLAIMS

In order to be processed, any complaint relating to the use of the Tools and Services, their content or any other matter must be sent by registered letter with acknowledgement of receipt to the address of the registered office of the Affiliated Entity that has signed the Contract or that is designated in the legal notice of the website or, by default, to the address of the registered office of VISIATIV SA. No action will be taken on complaints that do not originate from a duly identified person and whose contact details are not specified.

## 10. JURISDICTION - APPLICABLE LAW - CONTRACTUAL LANGUAGE

Subject to the provisions of the Contract, where applicable :

THE CONTRACT IS GOVERNED BY THE LAWS OF THE REGISTERED OFFICE OF THE AFFILIATED ENTITY SIGNING THE CONTRACT OR DESIGNATED IN THE LEGAL NOTICES OF THE WEBSITE OR, BY DEFAULT, THE FRENCH LAW.

THE COMPETENT COURT OF THE REGISTERED OFFICE OF THE AFFILIATED ENTITY SIGNING THE CONTRACT OR DESIGNATED IN THE LEGAL NOTICES OF THE WEBSITE OR, BY DEFAULT, AT THE ADDRESS OF THE REGISTERED OFFICE OF VISIATIV SA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR ANY DISPUTES ARISING IN ANY WAY WHATSOEVER FROM THE GTCU AND THE CONTRACTS TO WHICH THEY APPLY. THIS JURISDICTION CLAUSE, BY EXPRESS AGREEMENT BETWEEN THE PARTIES, SHALL APPLY EVEN IN THE EVENT OF MULTIPLE DEFENDANTS, THIRD-PARTY CLAIMS AND FOR PROTECTIVE PROCEEDINGS, BY INTERLOCUTORY APPEAL OR BY PETITION.