

MYAPP® PLATFORM GENERAL TERMS AND CONDITIONS OF USE

I- General provisions

These Terms and Conditions of Use have been produced in line with Article L.441-6 of the Code de Commerce, and are referred to hereafter as the General Terms and Conditions.

These General Terms and Conditions apply to the provision of any products, any subscriptions or any provision of services by MYAPPHONE and its MYAPP® site or that of its distributor partner, referred to hereafter as MYAPP®.

MYAPP® is a cloud-type hosting and administration platform for quick and easy creation, and publication of native mobile applications on Smartphones, compatible with iOs and Android operating systems (iPhone, iPad and Android terminals).

Use of software for creating the application (owned by MYAPPHONE), use of its licence, publication, distribution and hosting of the site constitute an inseparable package deal subscribed to by the User against payment of a monthly or annual subscription, which may or may not include a free trial period.

These General Terms and Conditions shall prevail over any opposing terms and conditions of sale, notwithstanding application of provisions of a public nature.

These General Terms and Conditions shall prevail over any other previous General Terms and Conditions which may not be used against MYAPPHONE.

MYAPPHONE hereby reserves the right to amend these General Terms and Conditions or its rates, at any time.

This amendment shall take effect one month after its new provisions are published on the site.

These General Terms and Conditions apply to users of MYAPPHONE and its MYAPP® site or that of its distributor partner, referred to hereafter as the **User**.

User means any user who browses, reads, subscribes to, orders and/or buys a product or service on the site.

The User shall thus regularly refer to the latest version of the General Terms and Conditions of Use available permanently on the **MYAPP®** site or that of its distributor partner.

II- Subscription

1) **Subscription content:**

MYAPP® offers the User the opportunity to use the software subject to a subscription, enabling creation, modification, publication and distribution of mobile applications which are activated on Smartphones, and most latest generation operating systems.

Use of the software for creating the application, use of its licence, publication, distribution and hosting of the mobile application constitute an inseparable package deal subscribed to by the User against payment of a monthly or annual subscription (12 months).

Subscriptions may be taken out by any individual or legal entity for their business or private use.

In accordance with Article L. 121-20-3 1,3 and 4 of the Code de la Consommation, the right to withdraw does not apply to **MYAPP®** goods and services for immediate use of online software enabling immediate creation of applications produced to User specifications.

2) **Subscription validation and payment**

The User shall register their personal details in an account, validate it and obtain their User code.

Validation will grant access to the process for creating their mobile application using pre-established templates (models).

At any time, the User may choose to either back up their application without requesting immediate publication, or ask MYAPPHONE or its distributor partner to publish it.

If the User chooses to request publication, he must ensure that he has paid the subscription rate by debit or credit card.

Once this stage is complete, MYAPPHONE will publish it in the Apple Store and Google Play Store. The product (application) is thus backed up and hosted for the term of the subscription taken out.

MYAPPHONE will publish and host the Application on its site for the term of the subscription, from the date it is validated.

MYAPPHONE ensures hosting, IT maintenance and distribution of the application for twelve months in the following stores: Apple Store and Google Play Store, whose Users acknowledge that they have read and accept the General Terms and Conditions of Use. The timeframe necessary for publication in the aforementioned stores is beyond MYAPPHONE's control. All negative feedback or delays beyond its control will be notified to the User as soon as possible.

It is vital that the MYAPP® name is mentioned on the data sheet describing the mobile application published by each of the stores. The MYAPP® logo will be inserted on the application download page (the so-called splash screen) unless the User has chosen the paying option not to show it.

The User will have a complete statistical interface.

Depending on the option chosen, the User may also be granted access to an interface enabling them to send Push notifications (messages) to the telephones of their contacts (clients, affiliates, members, employees, etc.) when they have agreed to receive said notifications. For further information, the User may consult content and objects in the distribution of these notifications authorised by Apple and

Google. The User is solely liable for the content they distribute by means of Push notifications (messages) which they send from the platform which MYAPPHONE, the MYAPP® site or one of its distributors provides to them.

At any time, the User may subscribe to these services or additional options which result in the renewal of their subscription at the new rate and a refund on days paid for but not used *pro rata temporis*.

3) **Modification of the publication requiring store validation**

The User is entitled to 1 modification to its mobile application per year of subscription. All further modifications will be billed.

Modifications made by MYAPPHONE or its distributor partner (operating systems updates, software modifications) are not taken into account and the User is responsible for them.

III- **Rates**

Subscriptions are taken out (subscription and any options chosen) at current rates (VAT and any other surcharge) on the day the order is registered or the subscription is renewed by tacit agreement.

Payment shall be made in cash, monthly or annually, on the billing date, by debit or credit card.

The **User** benefits from a 30-day trial period, which he can cancel at any time from his account on the MY APP platform.

IV- **Term of the contract and termination**

The subscription contract takes effect on the day the User subscribes to the application.

At the end of this period, if the **User** does not renew their contract, their mobile application will no longer be hosted and may no longer be consulted. To prevent service interruption, he shall resubscribe at the rate current on the day the new contract is taken out.

MYAPPHONE (or its distributor partner) will warn the User that their subscription is about to expire, at least 30 days before it does.

The **User** may cancel the subscription at any time, including during the first free month. The user will be notified by email that his request to cancel his subscription has been received. The cancellation takes effect before the next payment (ie. the following month or year depending on the type of subscription).

MYAPPHONE (or its distributor partner) hereby reserves the right to terminate the contract, at no notice, if it finds any content in the application which it deems illegal or which it believes breaches the rules published by Apple or Google, or if it breaches current laws.

The provisions of the Code de la Propriété Intellectuelle will in any event remain applicable whoever the author and whatever the reason for termination.

V- **MYAPP®**

Access to the service

MYAPPHONE shall do everything within its power to provide the **User** with reliable access to the service.

The **User** hereby declares that he knows the limits to particular connections to the Internet or the mobile telephone network.

MYAPPHONE shall meet its contractual obligations in line with uses in the profession.

The liability of MYAPPHONE (or its distributor partner) is limited to a resource obligation not only in terms of provision of the software and applications concerned, but also its services to support and maintain said software and applications.

Under no circumstances can MYAPPHONE (or its distributor partner) accept liability for direct or indirect harm or incidents resulting from service interruption or malfunction, downtime, or loss or alteration to the **User's** data, notwithstanding what follows.

Thus, MYAPPHONE (or its distributor partner) cannot accept liability for direct or indirect harm, incidents or losses of profits, foreseeable or unforeseeable, or lack of earnings for which the **User** makes a claim as a result of:

- service interruption or malfunction
- alteration or loss of data or files,
- loss of operation, profit, brand image, financial yield, margins, sales,
- interruption of use or availability of the network or service,
- indirect accessory harm resulting from or emanating from the services provided by MYAPPHONE

However, in terms of application or site downtime, the User may at leisure contact the MYAPPHONE support service (or that of its distributor partner).

VI- **The User's obligations**

The **User** hereby declares that he has accepted these General Terms and Conditions and knows the limits to particular connections to the Internet or the mobile telephone network.

When he subscribes, the User shall provide information and personal details which he guarantees are accurate and true,

especially a valid e-mail address, for the full term of the subscription contract.

If any of this information changes, the User shall immediately inform MYAPPHONE (or its distributor partner).

In accordance with the provisions of these General Terms and Conditions, when the client personalises its application, the User shall ensure that the content of his application meets current laws and regulations, as well as these General Terms and Conditions.

Under no circumstances may the User consider MYAPPHONE (and/or its distributor partner) responsible for content.

Application content and user liability:

MYAPP provides templates (models) which enable the **User** to create the application and enable him, himself, to place online, at his own risk, texts, photos, videos, animations, documents, files and media using content managed by the application, referred to hereafter as **content**.

MYAPPHONE (and/or its distributor partner) cannot accept liability for the content of the application created by the User (content) or any links. The User shall be solely liable for content, links of any kind and Internet addresses to which the content directly or indirectly gives access.

This content must not:

- be illegal under French, European or international regulations. Illegal content is especially understood to mean content which constitutes hacking, piracy, *warez*, or illicit downloads, or which incites hatred, sexism, homophobia or crime. Illegal content is also understood to mean any content which breaches intellectual property rights (copyright, patent and trade mark laws, manufacturing secrets, etc.) and any content which breaches third parties' rights (patrimonial or extra-patrimonial rights, rights to disclosure or harm to third parties' lives). This content must not be defamatory, downgrading, targeting or discriminatory, or incite racial, religious or ethnic discrimination. Content must neither be obscene nor pornographic.

The **User** hereby agrees and acknowledges that he is solely liable for the content of his application (texts, photos, videos, animations, documents, files, media. etc.) which do not fall within the graphic charter employed by MYAPPHONE, as well as technical features and content including software, which are exclusively owned by MYAPPHONE.

The **User** shall therefore be liable for comments left by visitors, on his site and/or application, and shall check and delete, or have deleted, any litigious comments.

As necessary, the **User** shall personally discharge MYAPPHONE (and its distributor partner) of, and cover it against, any liability, guarantees or sums claimed in the event of a dispute, accusation, complaint, harm or expenditure incurred, including legal fees inherent to the content.

MYAPPHONE (or its distributor partner) hereby reserves the right to prevent access to or delete from its servers any User content which breaches this agreement, of its own accord or when requested to do so by third parties once it has notified the User of this, or if it so chooses, terminate the contract 24 hours after notice given has been ignored.

The User hereby authorises **MYAPPHONE** (and/or its distributor partner) to promote his mobile application in any way whatsoever using any communications media whatsoever and especially re-use any or all of the site, the application or their audiovisual features, add links to or from the MYAPP® site (or that of its distributor partner) and the User may not be held liable in any way whatsoever for harm caused as a result of this promotion.

The User hereby guarantees that any information, data, files and as necessary, films, photographs, software or databases belong to him or are free of rights.

The User shall not use the tools and applications provided by MYAPP® (or its distributor partner) for any purpose other than to publish pages in accordance with these General Terms and Conditions.

The User shall not include in its application any addresses or links sending anyone to outside sites whose content breaches current law and regulations or which could compromise the rights of third parties as described in these General Terms and Conditions.

VII- Confidentiality and personal data

MYAPPHONE (and/or its distributor partner) shall do everything within its power to ensure the confidentiality and security of data sent over the Internet.

MYAPPHONE (and/or its distributor partner) hereby reserves the right to collect data from Users of mobile applications, especially by using cookies to improve its service, but also for commercial purposes.

Accordingly, MYAPPHONE (and/or its distributor partner) is likely to send *Stores* the identity and details of Users of the services, or to commercial distributor partners.

The User may expressly oppose disclosure of his details when he subscribes, by notifying this on the subscription form.

The User is hereby notified that automated processing of personal data is subject to a CNIL declaration.

Pursuant to the Act dated 6 January 1978, the User is hereby informed that he is entitled to amend his personal data directly on the site, or by writing to the registered office of MYAPPHONE (and/or that of its distributor partner).

VIII- Intellectual Property Rights

MYAPPHONE owns and holds the intellectual property rights to brand names, trade names, graphic charters, knowhow, models, patents and intellectual works.

In particular, MYAPPHONE exclusively owns the software and its user manual, especially including models, templates, graphic charters (except those which are free of rights) and software. MYAPPHONE also holds the rights necessary for using and operating its software, obtained from their promoters legally.

MYAPP® is a registered trade mark of MYAPPHONE.

User licence:

In signing and agreeing to these General Terms and Conditions, the User is hereby granted a non-exclusive, personal software user licence which may not be transferred to third parties under the terms and conditions stipulated in this licence.

The User is only granted a right to use the software in the proposed version for the term of the subscription and its renewals.

He thus irrevocably accepts the terms and conditions when he registers and takes out his subscription, and shall only use the software under the terms and conditions defined in the contract, in accordance with applicable regulations.

In particular, the User is banned from:

- developing and marketing the software described in this contract,
- for others, developing and marketing Applications (Apps) created using the software.
- using the software for any purpose other than that contained in the contract, especially with a view to creating, developing and/or distributing competing products and services.
- modifying, adapting, reproducing or translating the software, unless this has been authorised in writing by MYAPPHONE

Accordingly, the User shall only use the software for creating his Application (App) and using it within the bounds of his own business.

The User shall do everything within his power to ensure that his personnel observes these General Terms and Conditions.

The User does not acquire any right to use or reproduce brand names, trade names, graphic charters, knowhow, models, patents or works of MYAPPHONE

IX- Jurisdiction and Competent Courts

All disputes concerning the application of these General Terms and Conditions shall be governed by French law and referred to the Courts in Paris.