

TERMS AND CONDITIONS OF ONLINE SERVICES

These General Conditions of Use (hereinafter referred to as "T & Cs" or "Contract") constitute an agreement between you, natural or legal person (hereinafter referred to as "User") and the Agence pour la Protection des Programmes, an association governed by French law of July 1, 1901, identified by the SIREN number 385 385 844, with registered office at 54 rue de Paradis, 75010 Paris (hereinafter referred to as "the APP" or "the Supplier") governing the conditions under which the User can access and use the APP's online filing service.

The User and the APP are collectively designated the "Parties" and individually by the "Party".

ARTICLE 1. DEFINITIONS

Terms starting with a capital letter within the T & Cs, whether used in the singular or plural, will have the meaning given to them below:

Application means the online application service of the APP which is accessible in SaaS mode from the website www.app.asso.fr (also called "InterDeposit Web" and / or "Member Area");

Digital Creation designates in particular the source codes, and / or the object codes of software, databases, websites, video games, digital works and / or any element making it possible to attest to the development and the creation of a creation to be deposited (such as in particular reports of preparatory meetings, specifications, version acceptance reports, payslips or copyright notes, purchase or sub-invoices contracting, etc.), or to describe its content or functionality (technical documentation, user manual, etc.);

Deposit means a Registration with archiving made by the APP allowing in particular to register in the IDDN register a Digital Creation, to attribute to this creation a certain date and allowing the Member to describe the creation by elements of information in declarative form. As part of the filing, the APP is third party sequestering the recorded items;

Documentation means a set of information describing the functionality of the Application intended for the User which is published in the form of online help;

Data means a set of files making up the content of the Records;

Personal Data designates any data allowing a direct or indirect identification of a natural person within the meaning of the law of January 6, 1978 known as the law "Informatique & Libertés" and of the general regulation (EU) on data protection n° 2016/679 of 27 April 2016;

Deposited Elements means a set of files making up the content of a Deposit;

Registration means a Referencing or a Deposit with the APP.

Escrow means the contractual possibility for a third party to have access to the Items Deposited by a supplier, with the APP, under the conditions provided by the parties to this agreement;

Identifiers means the unique combination of a unique identifier ("login") and a connection password ("password") which is specific to each User;

Member means any natural or legal person who has joined the APP, and who benefits from the services of the APP for a fee or free of charge, according to the procedures provided for in the General Regulations of the APP;

Metadata means all information communicated by the User in the context of the use of the Application, which does not constitute Data or Personal Data, and used to define or describe his Data as well as his portfolio of Creation (s) Digital (s) registered at APP;

Referencing means a Registration without archiving carried out by the APP allowing in particular to register in the IDDN register a Digital Creation, to attribute to this creation a certain date and allowing the Member to describe the creation by elements of information in declarative form. In the context of referencing, the APP is not a third party sequestering the recorded elements;

Services means the services that can be accessed through the Application, that is to say:

- services related to the Application, namely maintenance and technical support services;
- "business" services that can be performed using the Application. These include recording services, probative data archiving, etc.

User designates either individually or cumulatively:

- a Member User who designates either:
 - o a Member ensuring the Registration of a Digital Creation or its subsequent versions with the APP for his own account and / or for the account of all rights holders who have expressly authorized him to do so.
 - o an agent, that is to say a third person expressly authorized by the holder and / or joint owners of rights to represent them in their relations with the APP and ensure on their behalf the performance of the Services.

The Member User benefits from all Services offered via the Application.

- a Guest User who designates a joint holder of rights for one or more Digital Creations deposited with the APP by a Member User and / or an Agent. A Guest User is invited by a Member User and has limited access to the Services offered via the Application.

ARTICLE 2. CONTRACTUAL DOCUMENTS

The T & Cs constitute the entirety of the commitments existing between the Parties with regard to the use of the Application. They replace and cancel any previous oral or written commitment with the same purpose.

It is recalled that the User, if he is a Member of the APP, is required to comply with the General Regulations of the APP then in force and available on the site www.app.asso.fr.

In case of contradiction between the T & Cs and the General Regulations of the APP, the T & Cs shall prevail over the General Regulations of the APP.

It is formally agreed between the Parties that any tolerance or waiver by one of the Parties, in the application of all or part of the commitments provided for in the T & Cs, whatever their frequency and duration, may not constitute modification of the T & Cs, nor be likely to create any right.

ARTICLE 3. SCOPE

The purpose of the CGU is to define the conditions of use of the online filing service, which is a platform allowing the User in particular:

- to register with the IDDN register of Digital Creations and their possible updates for probative purposes and / or in order to organize access to third parties as part of an Escrow;
- archive the Recorded Data and secure these archives using encryption algorithms;
- to create relationships with joint holders of rights which allows them, as a Guest User, to view the Digital Creations recorded concerning them and to obtain information on said Digital Creations.

ARTICLE 4. RIGHT TO USE THE APPLICATION

4.1 The Supplier consents to the User, who accepts it, a personal, revocable, non-assignable and non-exclusive right to use the Application for his own needs, including:

- a right of access to the Supplier's servers or to the space allocated to Users on the servers of its archiving partners, under the conditions defined below;
- a right to use the Application and the Documentation which means the right to reproduce and represent the Application temporarily and in accordance with its destination;
- Associated maintenance and technical assistance Services as well as Services that can be performed through the Application such as in particular the probative archiving of Data.

4.2 The right to use the Application is granted to the User for the entire duration of the subscription to a service of the APP or the entire duration of use of the Application (the longest duration being retained) and for the entire world.

The granting of a right of use to the Application by the Supplier cannot be considered as an assignment, within the meaning of the Intellectual Property Code, of any intellectual property right for the benefit of the User.

Consequently, the User may not assign all or part of the rights and obligations resulting from the T & Cs, whether in the context of a temporary transfer, a sub-license or any other contract providing for the transfer of said rights and obligations .

ARTICLE 5. ACCEPTANCE, EFFECT, DURATION AND RENEWAL

5.1 The T & Cs are accessible upon activation / creation of the User's account by said User who will be invited to accept them. These T & Cs will then be freely accessible via the Application.

The T & Cs are deemed to have been fully read, understood and accepted without reserve by the User and will be fully enforceable from the date of their acceptance under the conditions described in article 10.

Acceptance of the T & Cs occurs at the latest when you first use the Application.

In case of disagreement on all or part of the T & Cs, the User must renounce any use of the Application.

5.2 The T & Cs will take effect from the activation / creation of the User's account allowing access to the Application.

5.3 The terms of termination are set out in Article 17.

ARTICLE 6. CONDITIONS OF ACCESS TO THE APPLICATION

6.1 Access to the Internet

The User is free to choose the Internet access provider he wishes in order to have access to the Internet.

The User will take care of the cost of subscriptions and communications necessary for access to the Internet.

As access to the Internet is provided by a third-party provider over which the Supplier has no control, the latter cannot guarantee the proper functioning of the Internet network or the proper performance of the services of the Internet access provider chosen by the User. and cannot therefore be held responsible for internet connection interruptions, temporary or permanent unavailability of the network, access times or any other malfunction linked to the internet network which would slow down or temporarily make access to the internet 'Application.

6.2. Hardware / Technical environment / Protection software

The technical specifications required for the use of the Application as well as the data volume thresholds are indicated on the home page of the Application.

The User must ensure that the equipment at his disposal, in particular his navigation software, his means of connection to the Internet and his operating system, allow the Application to be used with all the efficiency required.

The User is solely responsible for installing suitable software and protection systems on their computer terminals intended to prevent any blocking, deterioration or intrusion into their computer system, any alteration, destruction and illicit appropriation of their Data, Metadata and Identifiers as well as all the consequences that would result from the absence or improper installation of appropriate protective measures on the computer terminals on which the Application is used.

6.3. Distribution of the Application

The Application is accessible via a remote connection to the internet and using an activation key provided by the APP, allowing the User to access the Application on his computer or any other computer terminal.

6.4. Access to the Application

6.4.1 Identifiers / Authentication

For security and confidentiality reasons, the authentication of the User is carried out using a username and password which are proof of his identity and bind him to any use made through him.

Authentication information is personal and confidential. The User undertakes to make its best efforts to keep its authentication information secret and is fully responsible for its storage and use. He will ensure that no person not authorized by the Supplier has access to the Application and this information.

The User's right of access may not be loaned, assigned or transferred in any way to a third party or be used or made available by the User on behalf of a third party, except with the prior written consent of the Supplier in this sense.

6.4.2 Unauthorized access and / or use - Loss / theft / usurpation of Identifiers

The User must take reasonable measures to prevent unauthorized access and use of the Application.

In the event that the User becomes aware of any unauthorized access and / or use of all or part of the Application, or in the event of loss or theft of authentication information or any element allowing access the Data, the User will inform the Supplier thereof without delay and will confirm this information concomitantly by registered letter with acknowledgment of receipt.

As soon as the Supplier is informed of this difficulty, it will block all access to the Application.

The Supplier declines any responsibility in the event of loss, theft or usurpation of all or part of the authentication information held by the User, of any element allowing access and / or use of the Application as well as for all the consequences likely to result from it if the User has not promptly informed the Supplier of this difficulty under the conditions stipulated in this article.

ARTICLE 7. AVAILABILITY OF THE APPLICATION

7.1 Continuity of access to the Application

The Supplier will make its best efforts to allow access to the Application 24 hours a day, 7 days a week, with the exception of periods during which the Application is in maintenance, interruptions of the Internet network and cases of force major.

The User is warned of the technical hazards inherent in the internet and the interruptions in access to the internet network that may result. Consequently, the Supplier cannot guarantee the continuity of access to the Application and cannot be held responsible for any unavailability or slowdown of the Application which may result therefrom. In addition, it is up to the User to respect the technical specifications as well as the data volume thresholds mentioned on the home page of the Application so as not to slow down or block it.

It is recalled that the APP also provides its Members with deposit, referencing and escrow services that do not require the use of the Application. If the Application is unavailable for any reason, the User may have recourse to these services which will then be provided to him at the Application rate.

7.2 Maintenance operations

The Supplier will use its best efforts to ensure that the maintenance operations necessary for the proper functioning of the Application or for its corrective or upgradeable update take place outside usual office hours, except in the event of an emergency linked to a viral attack or an exceptional or malicious event.

The maintenance periods will not be communicated in advance to the User but will be displayed on the interface of the Application.

ARTICLE 8. TECHNICAL ASSISTANCE AND MAINTENANCE

8.1. Technical assistance

In the event of difficulty in using the Application, the Supplier's technical assistance service may be called up by sending an email to the address app@app.asso.fr, which will receive the request, qualify and give advice to resolve the problem. The Supplier will respond to the contact person by email or telephone within a maximum of forty-eight (48) working hours.

8.2. Corrective maintenance

If the User detects an anomaly during the use of the Application, he may send an email to the support service at the address app@app.asso.fr.

The Supplier will diagnose the anomaly and implement its correction or workaround as soon as possible.

The Supplier will not be able to carry out corrective maintenance in the following cases, without being liable for it:

- refusal of the User to collaborate with the Supplier in the resolution of anomalies and in particular to answer questions and requests for information from the Supplier;
- use of the Application in a manner not in accordance with its destination or its Documentation;
- failure of the User to fulfill their obligations under the T & Cs;
- failure of electronic communication networks;
- voluntary act of degradation, malice or sabotage;
- deterioration due to force majeure or improper use of the Application.

8.3. Evolving maintenance

The User benefits from all the updates, improvements and functional evolutions of the Application which are expressly subject to the CGU.

8.4. Limits and exclusions relating to maintenance and technical assistance

The Supplier will be released from its obligations in terms of technical assistance and corrective and progressive maintenance of the Application without its liability being able to be engaged in any way in this respect in the following cases:

- use of the Application for a different purpose or under conditions different from those provided for in the T & Cs;
- absence or improper installation of suitable anti-virus software on the User's computer terminals which has resulted in damage to the Application and / or to the User's Data, Metadata and Identifiers;

- damage caused by external phenomena such as meteorological phenomena;
- damage caused by a computer virus;
- damage caused by an inadequate power supply or poor maintenance of IT equipment;
- transmission, on the Application, of Data and / or Metadata containing a computer virus.

ARTICLE 9. PROCESSING / SECURITY / HOSTING / DATA CONSERVATION

9.1 Personal data

The Supplier and the User undertake to respect and ensure respect for all persons under their control, all the legal and regulatory provisions relating to the protection of personal data and in particular the provisions of the law of January 6, 1978 called law "Computing & Liberties" and the general (EU) regulation on data protection n° 2016/679 of April 27, 2016.

As part of the provision of the Services to the User, the Supplier undertakes to collect and process Personal Data concerning the said User in accordance with appendix 1 - "Confidentiality policy" of these Terms accessible at the following address: <https://www.app.asso.fr/>.

In accordance with article 13 of appendix 1, the User is informed that he can exercise his right of access, rectification, opposition, his right to erasure of data, to limitation of processing and data portability, at any time, by sending an email to the address app@app.asso.fr or by completing the contact form available at the following address: <https://www.app.asso.fr/contact>.

9.2 Data Processing and Metadata

The User is and remains the sole owner of all the Data which he transmits to the Supplier via the Application.

The User is solely responsible for the quality, legality and relevance of the Data that he transmits for the purposes of using the Application. He further guarantees that he is the holder of the intellectual property rights allowing him to use the Data.

More generally, the User is solely responsible for the content and messages broadcast and / or downloaded via the Application.

Consequently, the Supplier disclaims all responsibility in the event of non-compliance of the Data with laws and regulations, public order or the needs of the User.

The User guarantees the Supplier at first request against any damage that would result from being challenged by a third party due to non-compliance with this guarantee.

9.3 Security / Integrity / Confidentiality / Availability of Data and Metadata

Each of the Parties undertakes to implement the appropriate technical means to ensure the security and confidentiality of the Data and Metadata associated as well as all of the elements listed in article 9.4.1.

Subject to the provisions of articles 6.4.2 and 16, the Supplier undertakes to preserve the security, integrity, confidentiality and availability of the Data and Metadata transmitted and contained in the Application as well as all of the information collected via the Application.

The Supplier will put in place the appropriate technical measures to prevent any unauthorized access or fraudulent use of the Data, Metadata and Records entrusted to it as part of its third party escrow activity as well as to prevent their loss, alteration or destruction. When the Supplier is not a third party sequester of the Data, it is specified that its responsibility cannot be engaged in the event of damage, loss, alteration or destruction of said Data.

The Supplier will inform the User of any malicious intrusion and / or violation of Personal Data, if any, as soon as possible after becoming aware of it.

The Supplier undertakes to ensure, thanks to a system of journalized files, the traceability of the operations carried

out by the User via the Application in compliance with the legislation in force in order to guarantee the integrity of the Data and Metadata in the event of interruption of the Application.

The Supplier is however not subject to any other obligation than those provided for in the T & Cs.

It is however specified that, in the event of unauthorized access and / or use of the Application or loss or theft of one of the Identifiers or of any element allowing access to the Data whose User does not would not have promptly informed the Supplier under the conditions stipulated in article 6.4.2, the Supplier cannot be held responsible for the consequences likely to result therefrom and in particular breaches of security, integrity, confidentiality and / or the availability of the resulting Data and Metadata.

9.4 Hosting and storage of Data and Metadata

9.4.1 The stored or hosted elements relating to the User are:

- Personal Data related to the use of the Application;
- Authentication information;
- Metadata of Digital Creations deposited or in the process of being deposited;
- The Data deposited in the case of the choice of a deposit option with escrow by the APP or a third-party archiver;
- The encryption / decryption keys of the Data deposited or in the process of being deposited.

Personal Data is used to create user profiles and are also those entered by the User in the deposit forms (billing contact, corresponding contact, etc.).

9.4.2 Metadata, Personal Data, authentication information and Data encryption / decryption keys may be hosted on French, German, Luxembourg and / or Belgian territory redundantly by the Supplier's servers and in partner datacenters.

The Data deposited can be encrypted and stored on French, German, Luxembourg and / or Belgian territory separately, with archiving partners certified for digital archiving and in "sensitive archives" mode for physical archiving.

The Data deposited and the encryption / decryption keys which guarantee confidentiality, authentication and integrity are therefore stored by separate partners.

If the Supplier decides to store or host all or part of the elements listed in article 9.4.1 outside the territory of one of the countries mentioned above, he will inform the User beforehand, who, if he refuses this change, must cease all use of the Application.

9.5 Storage of Data and Metadata

It is up to the User to take all the appropriate measures to ensure long-term and secure storage of all the Data and Metadata transmitted in the context of the use of the Application as well as the encryption keys / decryption of Data.

In the case of registration as a Referencing, the Data transmitted by the User is not kept by the Supplier or by its archiving partners, only the Metadata being kept by them in their capacity as escrow third parties.

In the case of registration as a Deposit, the Data and Metadata transmitted by the User are kept by the Supplier and / or by its archiving partners in their capacity as third-party receivers.

At any time during the use of the Application and within ninety (90) days following the end of this use, the User may request the Supplier to destroy and / or return the Data, Metadata and encryption / decryption keys under the conditions stipulated in article 18.

ARTICLE 10. PROOF CONVENTION

In accordance with article 1368 of the Civil Code, the Supplier and the User establish the admissible rules of

evidence in the context of the use of the Application. These rules of evidence will prevail in the event of litigation.

These rules of evidence govern:

- The conditions under which the T & Cs are accepted by the User.

It is specified that the acceptance of the T & Cs involves the rules provided for in article 1127-2 of the Civil Code;

- The conditions under which the information relating to the operations carried out by the User and recorded on the servers of the Supplier make it possible to identify the person who is at the origin of said operations and to trace all the operations carried out through the Application.

The Parties expressly agree that:

- the identity of the User is guaranteed, upon activation of his account, by verification of the email address he provided when requesting activation of his account;

- the authentication of the User is guaranteed, during each of his connections to his account, by the use of a username and password assigned during the activation of his account;

- only the information relating to the operations carried out by the User through the Application and recorded on the Supplier's servers will be authentic between the Parties. If the User intends to dispute this information, it is his responsibility to demonstrate that the information stored on the Supplier's servers has been altered, modified or corrupted and that it has therefore lost all probative force.

It is recalled as necessary that the electronic signature gives effect to the document on which it is affixed in the same way as a handwritten signature.

10.2 Traceability of operations carried out via the Application

Traceability is the ability to reconstruct a posteriori a faithful history of the events which took place within the Application. The Application's evidence management policy provides that a recording (called a "Trace") will be made for each event related to the use of the Application, the operation of the system or the life cycle of the archives.

The Application guarantees the consistency of the traceability of events. These Traces apply to all important events in the system. "Significant system events" means everything related to the processing of archives and associated metadata, encryption keys as well as all elements of user identification. These include the creation of the archive and encryption keys, the supply of the archive, the sealing of the archive and associated metadata, the restoration of a profile, the recovery of a word password, key transfer, key disposal, etc.

To give a probative value, each Trace is chained, time-stamped and kept according to a specific policy of traceability specific to the Application. It should be noted that the Supplier uses a trusted third party to time stamp and archive these Traces.

The Traces are accessible to the judicial authorities on request as well as to only the people authorized by the exercise of their function. Traces relating to a User can be made available on request.

The burden of proof on the technical reliability of this evidence rests with the Supplier, contrary proof may be provided by the User.

ARTICLE 11. USER COMMITMENTS

11.1 The User agrees to use the Application and its Documentation only in accordance with their needs and for the sole purposes referred to in the T & Cs.

The User may in no case make the Application available to a third party, even free of charge, and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation,

without this list being exhaustive.

The User agrees not to reproduce all or part of the Application and its Documentation, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The User undertakes not to transfer, via the Application, Data and / or Metadata liable to damage the Application and prevent its proper functioning.

11.2 Regulations on imports and exports of cryptographic means

The Application is subject to French regulations on the control of exports of cryptographic means and may be subject to the regulations of exports or imports of cryptographic means in force in other countries. The User acknowledges that he is responsible for ensuring that he is in good standing with all of these regulations and that it is up to him to obtain, if necessary, all the authorizations necessary for the export, re-export and import of the Application.

ARTICLE 12. CONFIDENTIALITY

Each of the Parties undertakes to:

- take the necessary measures to protect confidential information received from the other Party;
- not to disclose the confidential information of the other Party to any third party, other than employees or agents who need to know it;
- use the other Party's confidential information only for the purpose of exercising their rights and fulfilling their obligations under the T & Cs.

Notwithstanding the foregoing, none of the Parties shall have any obligation whatsoever with regard to information which has fallen or would fall into the public domain independently of a fault of the Party receiving it, or should be disclosed under the law or by order of a court (in which case they should only be disclosed to the extent required and after giving written notice to the Party that provided them).

The obligations of the Parties with respect to confidential information will remain in force for the entire duration of the Contract and as long, after its expiration, as the information concerned will remain confidential for the Party disclosing it.

In the event of termination or termination of the Contract, the User must return to the Supplier or certify on honor the destruction of all copies of documents, media or digital files containing information on the Application, other than the Data whose it has ownership and related Metadata.

The Parties also undertake to ensure compliance with these provisions by their staff, and by any employee or third party who may intervene in any capacity whatsoever within the framework of the Contract.

ARTICLE 13. CREDIT PURCHASES

13.1 The User has the option of purchasing credits allowing him to make physical or digital deposits.

The prices applicable to the services provided via the Application are those which appear on the site www.app.asso.fr on the date of performance of the service concerned.

13.2 Credits are paid under the conditions that appear on the Application.

13.3 Invoices sent by the Supplier to the User are payable in cash upon receipt, without the possibility of a discount.

Without prejudice to possible damages which could be granted to the Supplier due to the default of payment by the User of an invoice on its due date, such default of payment will automatically entail, at the free discretion of the Supplier:

- the application of late payment interest equal to three (3) times the legal interest rate, without prior notice and from the first day of delay;
- and / or the invoicing of additional bank and management fees (monitoring of collection, letters and telephone reminders, representation of rejection of direct debit, etc.);
- and / or the termination of the Contract if payment has not been made within forty-five (45) days of the due date of the invoice, without prior notice being necessary.

ARTICLE 14. OWNERSHIP, LICENSE AND GUARANTEE OF EVICTION

14.1 The Supplier guarantees the User that he has the right to distribute and grant non-exclusive licenses to use the Application for the duration of the legal protection of intellectual property rights and for the whole world.

The Supplier also guarantees that all or part of the Application and the use made of it do not constitute an infringement or violation of the rights attached to the patent, copyright, industrial secret or intellectual property of any other person.

14.2 The Supplier guarantees the User against all actions, claims, claims or oppositions of third parties relating to the intellectual property of the Application and / or for acts of unfair or parasitic competition and undertakes to bear the costs and expenses incurred by the User in order to ensure his defense as well as all damages to which the User could be condemned or that he might have to under a transaction in the course of recourse by third parties, except to demonstrate that the damage is exclusively attributable to the User, and to the following express and cumulative conditions:

- the User notifies the Supplier in writing of the occurrence of the damage within thirty (30) days from the day the User becomes aware of it;
- the User calls the Supplier in question as guarantor and leaves him free to conduct his defense and / or any negotiation as he sees fit;
- the Supplier's responsibility is recognized and established definitively by a judicial decision having acquired the force of res judicata.

In any event, the Supplier's responsibility may in no case exceed the total sum of twenty-five thousand (25,000) euros as stipulated in article 15.

14.3 In the event of actions, claims, complaints or oppositions of third parties relating to the intellectual property of the Application and / or to facts of unfair or parasitic competition, the Supplier undertakes, at its expense and according to its choice:

- to provide the User with deposit, referencing and escrow services which do not require the use of the Application and which will be provided to him at the Application rate;
- to modify the Application in such a way that it no longer constitutes an infringement of a prior intellectual property right or of a patent registered before the date of entry into force of the T & Cs, without said modifications having a substantial effect the functionality of the Application.

14.4 The preceding provisions constitute the list of the only remedies available to the User and delimit the responsibility of the Supplier in this regard, without prejudice to the damages which the User could claim as stipulated in article 15.

It is specified that no guarantee will be due by the Supplier if the claims made by third parties are caused by:

- improper use of the Application by the User not having been expressly authorized by the Supplier;
- the use by the User of the Application in combination with hardware, software and / or a technical environment that does not correspond to the recommendations of the Supplier of which the User has been informed before accepting the T & Cs;
- the use, marketing or making available of the Application for the benefit of a third party who does not benefit from any authorization from the Supplier in this respect.

14.5 The guarantees given within the framework of this article are exclusive of all other recourse and guarantee.

ARTICLE 15. RESPONSIBILITY - FORCE MAJEURE

15.1 Liability

15.1.1 The User expressly acknowledges having received from the Supplier all the necessary information allowing him to assess the suitability of the Application for his needs and to take all the necessary precautions for its implementation and use.

Consequently, the User will be solely responsible for the use of the Application and will assume all responsibilities other than that of compliance of the Application with its Documentation.

In particular, the Supplier cannot be held responsible for the consequences of delays, losses or alterations that the Data and / or Metadata could suffer during their transmission from or to the Application when this transmission results from the use of the Internet on which the Supplier exercises no control, as stipulated in article 6.1, of a default or contractual non-performance of the User.

Furthermore, the Supplier acting solely as a depositary in the context of registrations made via the Application, it cannot be responsible for the content, corrections, authenticity, validity of the Data or the durability of the media in the event of a physical deposit made via the Application. It is recalled in this regard that no technology can fully guarantee, over time, the integrity of the data stored on a digital medium and that the Supplier will take reasonable precautions for the sequestration of the media entrusted to it, without material or legal possibility, taking into account in particular the sealing of said media, to ensure the sustainability and integrity of the data stored on said media.

15.1.2. Each Party assumes responsibility for the consequences resulting from its faults, errors or omissions, as well as faults, errors or omissions of its possible subcontractors and causing direct and foreseeable damage to the other Party.

No Party shall be held liable for any indirect damage whatsoever, including in particular loss of profit, loss of business, loss of turnover or profit, loss of opportunity, loss of orders, commercial unrest, business interruption, loss of income, loss of personal data, loss of clientele or costs related to obtaining goods or services to replace the Application and / or Data that the Parties have been informed or not of the possibility or occurrence of such damage and even in the event of non-performance or faulty performance of its obligations by the Party which is the cause of the damage.

The Supplier shall in no case be liable for damage resulting, even partially, from a total or partial non-performance of the User's obligations.

In any event and unless otherwise provided by law, the total responsibility of the Supplier or one of its subcontractors arising from its services may in no case exceed the total amount of twenty-five thousand (25,000) euros.

The Supplier cannot, moreover, be held responsible for the accidental destruction of the Data by the User or a third party having accessed the Application by means of the User Identifiers as well as for any damage resulting from an interruption or " a slowdown in the internet network and / or a power outage.

Each Party assumes responsibility for the consequences resulting from its faults, errors or omissions, as well as faults, errors or omissions of its possible subcontractors and causing direct and foreseeable damage to the other Party.

No Party shall be held liable for any indirect damage whatsoever, including in particular loss of profit, loss of business, loss of turnover or profit, loss of opportunity, loss of orders, commercial unrest, business interruption, loss of income, loss of personal data, loss of clientele or costs related to obtaining goods or services to replace the Application and / or Data that the Parties have been informed or not of the possibility or occurrence of such damage and even in the event of non-performance or faulty performance of its obligations by the Party which is the cause of the damage.

The Supplier shall in no case be liable for damage resulting, even partially, from a total or partial non-performance of the User's obligations.

15.2 Force majeure

The Parties cannot be held responsible for any non-performance or any delay in the performance of their obligations, if such non-performance or delay results from a case of force majeure as defined by case law and in particular being understood, without this list is not exhaustive, of a government decision, including any withdrawal or suspension of authorizations whatever they are, of a total or partial strike, internal or external to the company, of a fire, of " a natural disaster, a state of war, an act of terrorism, a total or partial interruption or blockage of telecommunications or electrical networks, hacking or any other escaping event control of either Party.

In the event of force majeure and subject to the Party concerned, within thirty (30) days of the occurrence of the event, to notify the other Party by registered letter with acknowledgment of receipt of the occurrence of the If the event justifies its force majeure, the performance of the Contract is then suspended for the duration of the said force majeure, without any compensation being able to be claimed from the Party concerned, and then resumes its course.

If the case of force majeure continues for more than ninety (90) consecutive days, either of the Parties may request the termination of the Contract as of right by registered letter with acknowledgment of receipt sent to the 'the other Party without any compensation being due to the party victim of the termination.

ARTICLE 16. INSURANCE

The Supplier has taken out the necessary insurance to cover the risks linked to the exercise of its activity.

ARTICLE 17. TERMINATION

17.1 Termination without fault

The Contract is automatically terminated in the event of the User losing his quality as a member of the APP under the conditions stipulated in article 3 of the General Regulations of the APP.

17.2 Termination for fault

In the event of the User's failure to fulfill his contractual obligations or infringement of the intellectual property rights attached to the Application, the Contract may be automatically terminated by the Supplier forty-five (45) days after the dispatch of " A formal notice sent by registered letter with acknowledgment of receipt and remained without effect. The formal notice will indicate the defect (s) noted and will indicate the intention of the Supplier to terminate the Contract if the defaulting Party has not remedied this breach within the time limit provided above.

In the event of non-fulfillment by the User of his contractual obligations leading to the termination of the Contract by the Supplier, the latter reserves the possibility of forfeiting the User from his quality of Member of the APP and of requesting the granting of damages to compensate for the damage suffered.

17.3 Consequences of the termination of the Contract

17.3.1 All of the rights granted by the Supplier under the Contract will cease on the date of its termination. The Supplier may then invalidate the User Identifiers or refuse access to the Application by any technical means of its choice.

17.3.2 The User may request the Supplier to restore and / or destroy the Data and Metadata under the conditions stipulated in article 18.2.

The implementation of rematerialization, restitution and destruction of Data and Metadata will give rise to separate invoicing, the amount of which will be communicated to the User before the execution of the service.

ARTICLE 18. COMMUNICATION, RETURN AND DESTRUCTION OF DATA AND METADATA

18.1 Communication, restitution and destruction of Data and Metadata during the Contract

The User may, at any time and on condition that he is a Member of the APP, request from the Supplier the communication, restitution and / or destruction of the Data and Metadata transmitted via the Application as well as encryption keys / decryption of Data.

The restitution of Data and Metadata means the definitive recovery by the User of all or part of the information communicated within the framework of the use of the Application, provided that the export of this information is technically possible. In the event of a request for restitution, the User and the Supplier undertake to collaborate actively in order to determine the terms of transfer of information to the computer systems of the User and to implement the restitution.

The implementation of communication, return and destruction operations will result in separate invoicing, the amount of which will be communicated to the User before the performance of the service.

18.2 Restitution and destruction of Data and Metadata in the event of termination of the Contract

18.2.1 The User will be able to request the return or destruction of his Metadata, his Data and / or the encryption / decryption keys within ninety (90) days following the loss of his membership.

In the absence of a request for return or destruction of said elements sent by the User within the period mentioned in the previous paragraph, the Supplier may proceed to their destruction under the conditions specified in the General Regulations of the APP.

18.2.2 The implementation of the return and destruction operations at the request of the User will give rise to separate invoicing, the amount of which will be communicated to him before the performance of the service.

18.3 Destruction of Data and Metadata at the initiative of the Supplier

In the absence of payment of all or part of the costs relating in particular to the escrow of the Deposited Elements, the User will be able to request the return of his Metadata and / or his Data within ninety (90) days following formal notice from the Supplier remained unanswered.

At the end of this period, the Supplier will be authorized to destroy said elements.

ARTICLE 19. ENTIRETY - PARTIAL INVALIDITY

The Contract expresses all the obligations of the Parties. Subject to the provisions of article 2, no document may create additional obligations for the Parties. If one or more provisions of the Contract are held to be invalid by law or regulation, or declared as such by a final decision of a competent court, they will be deemed unwritten and the other provisions of the Contract will keep their full force and scope.

ARTICLE 20. WAIVER

The fact that one of the Parties has not required the application of any clause of the Contract, whether permanent or temporary, cannot in any case be considered as a waiver of the rights of that Party arising from said clause.

ARTICLE 21. DISPUTES, APPLICABLE LAW AND COMPETENT TRIBUNAL

The Contract is governed by and interpreted in accordance with French law.

In the event that one of the Parties considers that it has suffered prejudice as a result of the failure of another Party and plans to initiate an action or claim, the Parties undertake to meet without delay in order to seek a solution amicable and this within fifteen (15) days following the convening of said meeting by the most diligent Party.

IN THE EVENT THAT THE PARTIES FAIL TO FIND AN AMICABLE AGREEMENT, WITHIN THIRTY (30) DAYS OF THEIR MEETING, THE JURISDICTIONS OF THE PARIS COURT OF APPEAL WILL BE SOLELY COMPETENT TO KNOW ANY DIFFICULTY RELATING TO THE INTERPRETATION OR EXECUTION OF THE CONTRACT, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR CALL IN WARRANTY, EVEN FOR EMERGENCY OR PROTECTIVE PROCEEDINGS, IN “RÉFÉRÉ” OR BY “REQUÊTE”.

ARTICLE 22. ELECTION OF DOMICILE

The Parties elect domicile at their respective head offices or domicile.