

TERMS OF USE OF THE WEBSITE

The website www.traceone.com is published by Trace One – French company (Société par Actions Simplifiée) with a share capital of 294 533,00€, registered with the Trade and Companies Register of Nanterre under number 818 996 563, with its headquarters situated Le Belvédère, 1-7 cours Valmy, 92800 Puteaux, France, represented by Dragon Bidco (Nanterre 898 133 095) as Chairman and by Christophe Vanackère as CEO (hereafter referred to as “Trace One”, “we”, “our” or “us”).

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Trace One Group include the following affiliated companies (altogether “Group Companies”):

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By pursuing your navigation on our website www.traceone.com (hereafter referred to as the “Site”) constitutes acceptance without reservation of the following terms of use (hereinafter the "Terms of Use"). Please read these Terms of Use carefully before exploring the Site further. If you do not agree with the Terms of Use, please do not use the Site.

The current version of the Terms of Use of this Site is the only version being enforceable against third persons during the use of the Site and until a new version replaces it, in particular for compliance reasons to the legislation in force. Any new modification will be integrated in the present Terms of Use.

Access and use of the Site

These Terms of Use set forth the conditions under which the company Trace One grants access to its Site, and which automatically apply to any person who uses the Site (hereafter referred to as the "User" or "You").

THE ONLY PURPOSE OF THIS SITE IS TO PRESENT TO USERS TRACE ONE'S AND GROUP COMPANIES' PRODUCTS AND SERVICES AND ANY RELATED INFORMATION. All products and services presented do not constitute a commercial proposal, but a general presentation of the range of products and services distributed by Trace One. Consequently, all elements or information available on our Site are not contractual documents.

The User recognizes to have the necessary skills and means to access and use our Site, and the User ensures to have verified the hardware configuration he uses does not contain any virus and is in good working condition.

The Site as well certain information and/or documents accessible on the Site are available in French version and/or in English version and/or any other languages. The User's attention is drawn to the fact that in the event of editorial differences between the different versions, the French and English versions shall prevail over the other languages.

Even though Trace One tries to maintain its Site available at any time. Trace One does not guarantee such access in all circumstances. Notably, for maintenance reasons, updates, or any other reasons that Trace One will not be able to manage, the access to the Site will be interrupted.

The User agrees not to transmit or post to or from this Site any material that (i) contains any malicious programs (codes, programs, virus, ...) intended to destroy or to limit the Site's function and/or any content violating third party's IP rights or (ii) threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive or without relation with the Site's themes.

Trace One reserves the right to immediately suppress, and without prior notice, any content of any sort whatever, in particular message, text, image, graphic, sound in breach with the applicable legislation and regulations.

Persons who are not of the age of majority are not eligible to use the Site, and we ask that no information in relation to such persons be submitted to us.

Protection of personal data

- In order to comply with the French legislation and the European regulation about personal data in force, Trace One may collect data that the User discloses during his use of the Site, such as his name and his email address. The User data that may be collected on the Site is mainly used by Trace One for managing the relationship with the User. It is recorded in Trace One's customer file and its Group Companies in order to contact the User in the course of prospecting activities relating to its own products or services.
- The User will be specifically informed of the purpose of the processing at the time of the disclosure of his data through his use of the Site.
- User data collected on the Site may possibly be communicated to third parties contractually linked to Trace One for the performance of subcontracted tasks (e.g., for maintenance, development, chat). These third parties have access to your information to the extent necessary to perform these tasks in our name and on our behalf and are required not to disclose or use it for other purposes. You can find a list of these contractors on the Site.
- Collected personal data are stocked on servers situated within the European Union for European resident. However certain Group Companies have servers located outside the European Union for non-European Union resident.
- User has the right to access and to request rectification of the information relating to his and to have such data deleted, to request the restriction of the processing, as well as a right to the portability of his personal data. User has the right to give us specific instructions for the processing of your personal data in the event of his death. User can access his information and exercises his rights with respect to the processing of your information and personal data by contacting our Legal Department either by email at the following address: dataprotection@traceone.com or by paper mail at the following address: Service Juridique, Le Belvédère, 1-7 cours Valmy, 92800 Puteaux, France.
- User may also, on legitimate grounds, object to the processing of his information.
- User has the right to lodge a complaint with a supervisory authority with respect to the processing of your personal data. For further information on your rights, please refer to the website of the French Data Protection Authority (CNIL).

Cookie's policy

You can read the Trace One Cookies Policy applicable to the use of the Site.

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The same applies for data bases published on the Site which are covered by French Act on Data Bases dated on 1st July 1998 and which transposes the European Directive on the protection of Data Bases dated on 11th March 1996. Trace One duly complies with this legislation.

Trace One grants the User with the right to use the Site for its own purposes and for information purposes, excluding any lucrative or professional purposes, and in accordance with the following non-exhaustive conditions:

- No dissociation of the graphical elements, photos and diagrams from their accompanying texts;
- Use for its own purposes and for information purposes only;
- No modification or alteration of the information and elements contained within the Site.

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You agree that You will neither use the Site in a manner, nor Share any Content, that: (a) is false or misleading; (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (d) promotes bigotry, racism, hatred or harm against any group or individual; (e) is obscene or not in good taste; (f) violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (g) You do not have the right and authority to Share and grant the necessary rights and licenses for; (h) violates or promotes the violation of any applicable laws or regulations; (i) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (j) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. Trace One may report you to the relevant authorities and may act under the fullest extent of applicable laws if You transmit or upload content intended or designed to cause harm.

Liability

Trace One may, at any given time and for whatsoever reason, make improvements and/or modifications to the information contained or referred to in this Site.

Trace One does not make any guarantee as to the accuracy, updating or completeness of such information, nor does it guarantee against any adverse effects which may be caused by any such improvements and/or modifications thereto. The information available on the Site is indicative and may in no case be held to constitute a contractual offer of products or services.

Trace One does not guarantee the suitability for a particular purpose of such information and shall not be held liable, in any respect, for any damages resulting from improper use, false interpretation or the relative inaccuracy of such information.

Trace One makes no guarantee, whether expressly, implicitly or otherwise, in relation to any action, complaint, claim or opposition taken or made by any person claiming a breach of intellectual property right or an act of unfair and/or parasitic competition relating to the information contained or referred to in this Site.

It is the responsibility of the User of the Site to take the necessary measures to protect its own data, material and applications during its Internet navigation. As a result, Trace One shall not be held liable for any alteration, deterioration, intrusion or infection by a computer virus.

The Site includes links to third party web sites or other web sources. Trace One has not reviewed those third party and does not control and is not responsible for these web sites and their content, or possible data collection and transfer, the installation of cookies or any similar process, undertaken by third parties. Users are recommended to verify terms and conditions of those sites before any use.

In any circumstances, Trace One will not be liable of any kind of loss or damage (including without limitation, any direct, indirect, special, accidental or consequential damages), in connection with this Site or its access by Users.

Sharing of your information

Trace One may be required to share your information with the following parties:

- Trace One and Group Companies in order to ensure the performance and development of our Services (for example, for the purposes of prospecting activities, client relationship management and for accounting purposes),
- third parties, in order to ensure the performance of the Services (for example, for maintenance, development, chat). Such third parties are allowed access to your information to the extent necessary to the performance of their respective duties in our name and on our behalf and are under an obligation not to divulge such information or to

use it for any other purposes. You can find the list of those subcontractors as referred in section “Protection of Personal Data”.

- third parties with whom You have a relationship and to whom You have agreed that we may transmit your information (for example, the Retailers You work with, the persons with whom You have chosen to share your Data on the Trace One Solution Network),
- any legal authority when so required by law, applicable regulations or a court decision,
- third parties such as consultants, for the purposes of fulfilling our audit responsibilities,
- another company, in the event that we should wish to sell our activity or part of our activity and/or assets. Such company shall be authorised to use your information, but only with due regard to confidentiality,
- third parties, under any relevant legal and regulatory requirements.

Applicable Law and Jurisdiction

These Terms of Use are governed by French Law, which is accepted by all visitors to the Trace One Site. In case of conflicts, the commercial court of Nanterre shall be deemed solely competent.

For any question related to the Terms of Use or to the Site, User can contact Trace One at the following mail address: info@traceone.com.

(Users are advised to keep and/or print a copy of these Terms of Use.)

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