



www.pradeo.com

Legal Notices and General Conditions of Use

Your continued use of this website constitute your acceptance, without any reserve, to the terms and conditions of use laid down below.

The current online version of these conditions of use is the only one enforceable during the entire time of use of this website and until a new version will replace it.

The purpose of these present general terms and conditions of use is to define the terms and conditions to access and use the website www.pradeo.com

LEGAL NOTICES

Website (hereinafter referred as « the Website »): www.pradeo.com

Publisher (hereinafter referred as « the Publisher » or « PRADEO ») :the company PRADEO SECURITY SYSTEMS, a French « *société par actions simplifiée* » with a share capital of 50 660 euros, having its headquarters situated at Les Portes d'Antigone - Bâtiment B, 71, Place Vauban 34000 Montpellier, registered with the Trade and Companies Register of Montpellier under number 525 074 092, represented by Mr. Clément SAAD, President.

Contact :Phone : 33 (0) 4 67 20 99 11/ Email : contact@pradeo.com

Publishing Director : Clément Saad (President)

Website host (hereinafter referred as « the Host »): the company PRADEO SECURITY SYSTEMS, a French "*société par actions simplifiée*" with a share capital of 50 660 € having its headquarters situated at Les portes Antigone – Bâtiment B, 71 Place Vauban, 34000 MONTPELLIER, registered with the Trade and Companies Register of Montpellier under number 525 074 092 represented by Mr. Clément SAAD, President.

Phone : 33 (0) 4 67 20 99 11/ Email : contact@pradeo.com

GENERAL TERMS AND CONDITIONS OF USE OF THE SHOWCASE WEBSITE

1. DEFINITIONS

The Website allows users to learn about PRADEO's applications and PRADEO's Partners' applications.

The user (hereinafter referred as « the User ») is the person navigating on the Website.

The partners (hereinafter referred as « the Partners ») are the companies offering, on the Website, applications as a complement to PRADEO's ones.

2. VALIDITY AND ACCEPTATION

The User shall take note of the General Terms and Conditions of Use and accept them before any browsing on the Website. They are indivisible and their acceptance applies to the whole, expressed only once. The Users cannot, for any reason, waive unilaterally the application of one or several of its clauses. The General Terms and Conditions of Use apply totally and exclusively, with the exception of mandatory provisions set forth by Laws currently in force.

3. SCOPE OF APPLICATION

The purpose of the General Conditions of Use is to define the terms and conditions of access and use of the Website www.pradeo.com which as for purpose to introduce PRADEO's applications and PRADEO's Partners' applications.

4. PRESENTATION OF THE WEBSITE

4.1. Use and access to the Website

- The Website is freely accessible for Users with an Internet connection. All costs, whatever their cause, relative to the access to the Website are exclusively borne by the User, who is solely responsible of the right functioning of his computer hardware and his Internet access.

4.2. Website's availability

The Publisher makes his best effort to provide to the User an access to the Website 24 hours a day, 7 days a week, unless in case of force majeure and subject to the following :

The Publisher shall have the right, notably, at any time, without having his responsibility engaged, to:

- suspend, interrupt or limit the access to all or a part of the Website ;
- reserve the Website's access, or some parts of the Website, to a specific category of surfers ;
- delete any information which could disturb the functioning of the Website or infringing the national or international legislations, or the rules of the « Nétiquette »;
- suspend or limit the access to the Website to update it.

The Publisher is not liable in case of impossibility to access the Website because of an event beyond his control (especially issue on the User's computer hardware, technical hazards, and disturbances on the Internet network...).

The User acknowledges the obligation of the Publisher relative to the availability of the Website is only an obligation of means.

4.3. Website's content

All brands, distinctive elements of the brand, domain name, pictures, texts, comments, illustrations, animated pictures or not, video sequences, sounds, as well as any computer elements which could be used for the functioning of the Website, and more generally, any elements reproduced or used on the Website are protected by Intellectual Property Laws in force.

The Publisher and/or his Partners have the entire and full property of the said elements. Any reproduction, representation, use or adaptation, whatever the form, of all or parts of those elements, including computer applications, without the prior express written agreement of the Publisher, are strictly forbidden. The fact for the Publisher to not take an action at the time he discovers the said non-authorized utilizations does not imply an acceptance of the said utilizations, neither a renunciation to prosecute.

5. LIABILITY

- The liability of the Publisher shall not be held in case of, notably :
- use by the User of the Website in a way inappropriate to its purpose.
 - because of the utilization of the Website or any service accessible through the Internet.
 - because of the violation, by the User, of the present General Conditions of Use.
 - interruption of the Internet and/or Intranet network.
 - the arising of technical issues and/or cyberattack affecting the premises, the facilities and digital spaces, the software, and the materials owned or being under the responsibility of the User.

In addition, the Publisher is not responsible for damages caused to the User, third-parties, and/or the hardware- of the User because of his connection or use of the Website.

In case the Publisher would face an amicable or judicial procedure because of the use of the Website by the User, it shall have the right to take action against the last one to be indemnified for all prejudices, amounts, convictions and fees resulting from the said procedure.

The hardware to get connected to the Website is used by the User under his sole responsibility.

The User shall take any appropriate measures to protect his hardware and his own data, especially in case of virus attacks received from the Internet. Furthermore, the User is sole responsible of the websites, applications and data he consults.

- The Publisher makes no commitments relative to the pertinence of all or any part of the Website's content, especially concerning the products provided by its Partners.

Thus, the Publisher does not guarantee the accuracy and completeness of the offers' contents provided by its Partners for which all the information are given by them.

The Partners are solely responsible for the information they provide on the Website concerning themselves and their products.

- **The Publisher, acting as intermediary between the User and the Partner, shall never have its responsibility held for any reason relative to the performance of the Partners' obligations toward the User, even in case of claims made by the User to the Publisher.**



6. LINKS TO OTHER WEBSITES

The implementation, by the User, of any hypertext links from any website and/or application, and from any terminal to any part of the Website is strictly forbidden, unless prior written authorization of the Publisher, requested by email to the following address: contact@pradeo.com.

The Publisher is free to refuse the said authorization without justification of any way relative to its choice. In the case where the Publisher would grant its authorization, the last one is, in any case, only temporary and shall be removed at any time, without any required justification from the Publisher.

In any case, any links shall be removed upon simple request from the Publisher.

The website contains links to other Partners and third-parties' Internet websites. The websites linked are not under the control of the Publisher which is not responsible for their content, as well as it would not be responsible in case of any technical issue and/or security flaw resulting from a hypertext link implemented with or without the formal consent of the Publisher.

The User has the responsibility to proceed to all the necessary or appropriate checks before entering into any transaction with one of those third-parties or Partners.

7. COOKIES

The operational browsing on the Internet makes necessary the use of cookies which are mini files « trackers » implemented on the User's terminal, and which provide access, for the Publisher, to standard information about the connections.

All the information collected shall be used only to follow the volume, the type and the configuration of the traffic on the Website, in order to develop its design and layout, and to other administrative and schedule purposes, and more generally to improve the service provided by the Publisher.

The cookies do not collect personal data allowing to identify the User, neither on hard drive nor online, and the information collected are encrypted and anonymous.

These cookies are stored in and controlled by the web browser of the User (ex : Mozilla Firefox, Google chrome, Internet Explorer, Safari etc.).

The Publisher advises to adopt a personal configuration from the User accepting the said cookies and thus favoring the web browsing and order process.

Thus, the User is free to choose, in the browser settings, if he accepts, or not, the cookies; if he chooses to not accept the cookies, he fully acknowledges that he shall not have the right to hold the Publisher responsible because of his personal browsing

difficulties, resulting in the difficulty, and even, the impossibility to use the Website and to finalize his orders.

8. GENERAL PROVISIONS

8.1. Force majeure

The responsibility of one or the other party shall not be held if the performance of the contract is delayed or hindered because of a force majeure or fortuitous event, caused by the other party or a third-party or because of external causes such as social unrest, intervention of the civil or military authorities, natural disasters, arsons, water damage, interruption of the telecommunications or the electricity networks, breakdowns, accidents, traffic jams.

8.2. Entire contract

The parties acknowledge that the present contract constitute their entire agreement and substitute itself to any offer, provision or previous agreements, either written or oral.

8.3. Severability

If any portion of any provision of this agreement is invalid with regard to a rule of Law in force or a final judicial decision, it shall therefore be deemed as not written, but nevertheless shall not lead to the nullity of the contract or alter the validity of the other provisions.

8.4. Waiver

The fact that one of the parties does not require the application of a clause of the present General Terms and Conditions or agrees to its performance, whether permanently or temporarily, shall not be interpreted as a waiver, by the party, to keep the benefits of the rights resulting from the said clause.

8.5. Personal Data

The automatic processing of personal data is subject to a registration with the CNIL under number 16620510 V 0, the processing data manager being Mr. Robert BARJOU.

According to provisions of the law n°78-17 dated January 6th, 1978 as amended, relative to computing, files and liberties, the User benefits from a right to access, question, modify and delete information about himself, the said right being enforceable by sending a request to the Provider either directly on the Website through the section "Contactez-nous", or by postal mail sent to the following address: contact@pradeo.com at any time.

8.6. Applicable law - Litigation

It is expressly agreed between the parties that the present general terms and conditions are governed by French law.

They are written in French language. In case of translation in one or several languages, only the French text shall be the valid and admissible version in case of dispute.

ANY DISPUTE RELATIVE TO THE CONCLUSION, INTERPRETATION, PERFORMANCE OR TERMINATION OF THE PRESENT CONTRACT SHALL BE BROUGHT BEFORE THE COURT OF MONTPELLIER, EXCLUSIVELY COMPETENT FOR THIS MATTER, INCLUDING THOSE RELATING TO THE PROCEEDINGS FOR INTERIM MEASURES, AND NOTWITHSTANDING CONCURRENT DEFENDERS OR THIRD PARTY COMPLAINT.