

LEGAL NOTICES AND GENERAL CONDITION OF USE

Website « www.pradeo.com »

May 2018 Update

Continued navigation on this Website implies unreserved acceptance of the following terms and conditions of use.

The current online version of these Terms of Use is the sole opposable throughout the duration of use of the Website and until a new version replaces it.

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

LEGAL NOTICE

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

Publisher (here referred to as "the Publisher" or "PRADEO"): the company PRADEO SECURITY SYSTEMS, SAS with share capital of 50,660 euros whose head office is 'Les Portes d'Antigone' - Building B, 71, Place Vauban 34000 Montpellier registered at the Montpellier RCS under number 525 074 092, represented by Mr Clement SAAD as chairman.

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

Publication Director: Clément Saad (CEO & President)

Web host of the Website (here referred to as "the Host"): the company PRADEO SECURITY SYSTEMS, a SAS company with a capital of 50,660 € whose registered office is 71, Place VAUBAN - 34000 Montpellier, registered in the Montpellier RCS under the number 525 074 092 represented by Clément SAAD.

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

TERMS OF USE

1. DEFINITION

The Website allows users to learn about PRADEO applications and those of its partners.

The user (ci-après « the User ») is the person browsing the Website.

The partners (ci-après « the Partners») are the companies offering on the Website complementary applications to those of PRADEO.

2. VALIDITY AND ACCEPTANCE

The User must read the Terms of Use. They are indivisible and their acceptance is valid for the whole, expressed only once. Users can not in any case unilaterally waive the application of one or more of its clauses. The General Conditions of Use apply totally and exclusively, except for the mandatory provisions of the law in force.

3. SCOPE

The Terms of Use are intended to define the terms and conditions of access and use of the website www.pradeo.com which is intended to present the PRADEO applications and those of its Partners.

4. WEBSITE PRESENTATION

4.1. Website use and access

- The Website is accessible free of charge to the Users with an internet connection. All costs, whatever they may be, relating to access to the Website are exclusively the responsibility of the User, who is solely responsible for the proper functioning of his computer equipment as well as his access to the Internet.

4.2. Site Availability

The Publisher makes every effort to allow the User access to the Website 24 hours a day, 7 days a week, except in case of force majeure and subject to the following.

The Publisher may, in particular, at any time, without being liable:

- suspend, interrupt or limit access to all or part of the Website,
- reserve access to the Website, or parts of the Website, to a specific category of user;
- remove any information that could disrupt its operation or that contravenes national or international laws, or the rules of netiquette;
- suspend or limit access to the Website in order to make updates.

The Publisher is released from any liability in case of impossibility of access to the Website due to an event beyond his control (including problems with the User's equipment, technical hazards, disruption on the Internet ...).

The User acknowledges that the obligation of the Publisher regarding the availability of the Website is a mere obligation of means.

4.3. Website content

All trademarks, distinctive brand elements, domain names, photographs, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, as well as all the computer elements that could be used to operate the Website and more generally all the elements reproduced or used on the Website are protected by the laws in force for intellectual property.

They are the full property of the Publisher and / or its Partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Publisher, are strictly prohibited. The fact that the Publisher does not initiate proceedings upon becoming aware of these unauthorized uses does not constitute acceptance of such uses and waiver of prosecution.

5. RESPONSABILITY

➤ The responsibility of the Publisher cannot be involved especially in case :

- use by the User contrary to its purpose.
- because of the use of the Website or any service accessible via the Internet.
- because of the non-compliance by the User of these general conditions of use.
- interruption of the internet network and / or intranet.
- the occurrence of technical problems and / or a cyber-attack affecting the premises, installations and digital spaces, software, and equipment belonging to or placed under the responsibility of the User.

Furthermore, the Publisher is not liable for damages caused to the User, to third parties and / or to the User's equipment because of its connection or use of the Website.

If the Publisher is subject to an amicable or judicial procedure for the use of the Website by the User, he may turn against him to obtain compensation for all damages, sums, convictions and costs that could result from this procedure.

The connection material to the Website is used by the User under its sole responsibility.

The User must take all appropriate measures to protect his equipment and his own data, especially in case of viral attacks via the Internet. The User is also solely responsible for the sites, applications and data he consults.

- The Publisher makes no commitment as to the relevance of all or part of the content of the Website especially concerning the products offered by its Partners.

Thus, the Publisher does not guarantee the accuracy and completeness of the content of the offers of its Partners, all of whose information is provided by the Partners.

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

- **The Publisher, as an intermediary between the User and the Partner, can never be held liable for any reason whatsoever regarding the performance of the Partner's obligations with respect to the User even though claims would be addressed by the latter.**

6. LINKS TO OTHER SITES

The setting up by the User of any hypertext links from any site and / or application and from any terminal to all or part of the Website is strictly prohibited, except with the prior written authorization of the Publisher, solicited by email at the following address: contact@pradeo.com.

The Publisher is free to refuse this authorization without having to justify in any way his decision. In the event that the Publisher grants his authorization, this one is in all cases only temporary and may be withdrawn at any time, without obligation of justification at the expense of the Publisher.

In any case, any link must be removed upon request of the Publisher.

The Website contains links to third party websites and Partners. Linked sites are not under the control of the Publisher who is not responsible for their content as well as in the case of any technical problem and / or security breach from a hypertext link affixed with or without the formal consent of the latter.

It is up to the User to make all the necessary or appropriate verifications before proceeding to any transaction with one of these third parties and Partners.

7. COOKIES

Please read our [Cookies Policy](#).

8. GENERAL PROVISIONS

8.1. Force majeure

The responsibility of either party cannot be sought if the execution of the contract is delayed or prevented due to force majeure or fortuitous event, because of the other party or a third or external causes such as social conflicts, intervention of civil or military authorities, natural disasters, fires, water damage, interruption of the telecommunications network or the electricity network, breakdowns, accidents, traffic jams.

8.2. Entire agreement

The parties acknowledge that this Agreement constitutes the entire agreement between them and supersedes any prior offer, provision or agreement, written or oral.

8.3. Nullity

If any provision of this contract is void under a rule of law or a judicial decision became final, then it would be deemed unwritten, without causing the nullity of the contract or alter the validity of its other provisions.

8.4. Renunciation

The fact that one or other of the parties does not claim the application of any clause of the contract or acquiesces in its non-performance, whether permanently or temporarily, may not be interpreted as a waiver by this party the rights that flow from the clause.

8.5. Personal data

Please read our [Privacy Policy](#).

8.6. Applicable law and disputes

By express agreement between the parties, this contract is governed by and subject to French law.

It is written in French. In the event that it is translated into one or more languages, only the French text will prevail in the event of a dispute.

ANY DISPUTE RELATING TO THE CONCLUSION, INTERPRETATION, EXECUTION OR TERMINATION OF THIS AGREEMENT SHALL BE SUBMITTED TO THE COURT OF MONTPELLIER EXCLUSIVELY COMPETENT, INCLUDING WITH REFERENCE, NOTWITHSTANDING THE CALL IN WARRANTY OR THE PLURALITY OF DEFENDERS.

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For any additional information relating to this Cookie policy, you can send us an email to: dataprivacy@pradeo.com

The French version of this document must prevail over any translation with regard to all the concepts, definitions, turns of words and expressions related.