

GENERAL TERMS AND CONDITIONS OF SERVICES

Last Update Date: 16/08/2023

Article 1 - LEGAL NOTICE

This site, accessible at the URL <https://www.aptero.co> (the "Site"), is published by : Aptero, SAS with a capital of 3,000.00 euros, registered with the R.C.S. of Pontoise under number 881 138 135, whose registered office is located at 14 Rue Soleillet 75020 Paris, represented by Mr. Cédric CHANE-CHING duly empowered.

Article 2 - SCOPE OF APPLICATION

The purpose of these general terms and conditions of service (the "General Terms and Conditions") is to define and govern the contractual relationship between the Service Provider and any professional (a "Customer") wishing to benefit from the services offered on the Site.

The provision of the services offered to Customers on the Site is subject to the prior acceptance, without restriction or reservation, of these General Terms and Conditions.

The General Terms and Conditions are made available to Customers on the Site, where they can be consulted directly, and can also be communicated to Customers on request by any means.

The General Terms and Conditions are applicable subject to any stipulation to the contrary appearing on the order form or in any special conditions entered into between the Company and the Customer concerned.

Article 3 - DESCRIPTION OF SERVICES

The purpose of the Site is to provide the following online service: Real-time communication solution using virtual reality.

The Services presented on the Site are each described in terms of their essential characteristics. This description may include descriptions, photographs and graphics which are provided for illustrative purposes only and may be modified/updated on the Site.

Article 4 - REGISTRATION CONDITIONS

Any Customer wishing to take full advantage of the Site and Services must:

- ◆ Have full capacity and act for strictly professional purposes;
- ◆ Confirm acceptance of the General Terms and Conditions;



Access to the Services is possible from a computer, smartphone or tablet.

Use of the Services requires a broadband internet connection and mobile internet where applicable.

Customers are personally responsible for setting up the IT and telecommunications resources required to access the solution.

The Services are accessible for a limited number of 50 connections at a time.

When creating an account, the Customer is invited to indicate an e-mail address to receive connection links.

In order to validate the registration, the Service Provider sends a confirmation e-mail to the Customer's e-mail address. The Customer then activates his/her account by clicking on the hypertext link provided for this purpose in the confirmation e-mail.

Each Customer guarantees the sincerity and accuracy of the information provided for registration purposes, undertakes to notify us of any subsequent changes, and guarantees that said information does not infringe the rights of third parties.

The Customer undertakes not to divulge or transfer his account and identifiers, and is solely responsible for their use until they are deactivated. The Customer shall immediately inform the Service Provider of any loss or unauthorized use of the Customer's account.

The Service Provider reserves the right to delete the account of any Customer who has provided incorrect information.

Article 5 - ORDERS

Any Customer wishing to benefit from the online Services on the Site must:

- ◆ Log in to their Customer account;
- ◆ Select the Services they wish to subscribe to;
- ◆ Fill in the various fields on the Customer order form (surname, first name, address, e-mail address, date of birth, telephone number, etc.);
- ◆ Confirm acceptance of the General Terms and Conditions;
- ◆ Confirm acceptance of the Services order;
- ◆ Choose your payment method;
- ◆ Make payment for the Services.

Upon receipt of payment for the Services, the Provider will send the Customer a confirmation e-mail to the e-mail address provided by the Customer.

The confirmation email will summarize the essential features of the Service(s) ordered, the total price, and any other relevant information. This e-mail will also include a tracking number for the Customer's order.



By placing an order on the Site, the Customer expressly accepts that the Service Provider may send an invoice electronically. However, the Customer may obtain a paper invoice by sending a request to Customer Service.

In order to combat fraud, the Service Provider or its payment or delivery service providers may request additional proof from the Customer or contact the Customer at the time the order is accepted and/or dispatched. In the event of unjustified refusal by the Customer to provide the requested information and/or supporting documents, the Service Provider reserves the right not to accept or to cancel the order, without any right of objection.

The Service Provider also reserves the right not to accept or to cancel the order of any Customer who has provided incorrect information, who has failed to pay for the Services, with whom there is a dispute relating to the payment of a previous order or who has placed an abnormally high level of orders.

Article 6 - PRICING CONDITIONS

The Services are provided at the Provider's rates in force on the date of the order, expressed in euros exclusive of tax.

The price is firm and may not be revised during the performance of the Services, the parties expressly waiving their right to invoke the provisions of article 1195 of the French Civil Code.

However, the Service Provider reserves the right to modify its prices at any time for any Services subscribed to after such modification.

Price reductions, rebates and discounts may apply to the Services in accordance with the conditions set out on the Site or in any other document communicated to the Customer. In the event of a promotional rate, the Service Provider undertakes to apply this rate to all orders placed during the promotional period.

In the event of early payment by the Customer, no discount will be applied. Under no circumstances may payments be suspended or offset without prior written agreement between the Service Provider and the Customer. Any suspension, deduction or set-off made unilaterally by the Customer will be treated as a default in payment and will entail all the consequences of late payment.

Furthermore, it is expressly agreed that the Customer is validly put in default of payment by the mere due date of the obligation, in accordance with the provisions of article 1344 of the French Civil Code. In the event of late payment of any of the due dates, the Service Provider reserves the right, in particular, without any compensation being due to the Customer, to:

- ◆ Demand immediate payment of all sums due in respect of the Services, such sums becoming immediately due and payable irrespective of their original due date;
- ◆ Refuse any new order or require for any new order cash payment or a guarantee for the proper performance of commitments;
- ◆ Set off any partial payment first against the non-preferential part of the claim, then against the sums that fell due the earliest ;
- ◆ Reduce, suspend or cancel access to the Services, [Time limit] days after formal notice has



remained without effect, made by the Service Provider to the Customer ;

- ◆ Apply, without prior formal notice, to all sums due, from the first day of delay until full payment, late payment penalties calculated at the rate referred to in article L.441-6 of the French Commercial Code; and/or
- ◆ Demand payment of a flat-rate indemnity of €40 for collection costs, for each invoice paid late, and payment of an indemnity equal to 10% of the sums remaining due to it, without prejudice to compensation for any damage actually suffered.

Any change in rates resulting from an increase in value-added tax or the creation of any new tax based on the price of the Services will be immediately and automatically applied.

Article 7 - OBLIGATIONS OF THE SERVICE SUPPLIER

The Service Provider undertakes to exercise all due care in the performance of the Services and of its obligations under these General Terms and Conditions and/or any other documentation entered into with the Customers, in compliance with legislative and regulatory provisions and the rights of third parties.

The Service Provider declares that it has the necessary skills, experience and resources to provide the Services, and will assume full responsibility for both the performance of the Services and the organization of the work of its personnel, where applicable.

In addition, the Service Provider endeavors to ensure that the Site is accessible and functioning properly twenty-four hours a day, seven days a week.

However, the Service Provider cannot exclude the possibility that access to and operation of the Site may be interrupted in particular in the event of force majeure, malfunctioning of the Customer's equipment or Internet network, failure of telecommunications operators, interruption of electricity supply, abnormal, illicit or fraudulent use of the Site by a Customer or a third party, decision by the competent authorities, or for any other reason.

The Service Provider also reserves the right to make any and all modifications and improvements to the Site and the Services that it deems necessary for technical developments or proper operation.

General and temporary interruptions to the Site and Services will, as far as possible, be notified via the Site before they occur, except where such interruptions are of an emergency nature.

Article 8 - CUSTOMER OBLIGATIONS

Each Customer undertakes to access and use the Site and Services in a loyal manner and in accordance with the laws in force and the present General Conditions. The data and information communicated or put online by Customers must be accurate, sincere and honest, and will be communicated under their sole responsibility.

More generally, each Customer undertakes to:

- ◆ Ensure compliance, in all circumstances, with the legal, social, administrative and tax obligations applicable to their professional status;



- ◆ Not to modify, during the performance of the Services, their nature or their terms of supply, except with the prior written agreement of the Service Provider;
- ◆ To pay the price for the Services in accordance with the conditions set out herein;
- ◆ Not to disseminate content that is illicit or that has the effect of diminishing, disorganizing, slowing down or interrupting the normal flow of data on the Site ;
- ◆ Immediately report to the Service Provider any difficulty, reservation or dispute arising during the performance of the Services, or any abnormal, abusive or fraudulent use of the Site of which it becomes aware.

In the event that a Customer is responsible for a breach of current legislation or an infringement of the rights of third parties, the Service Provider reserves the right to provide, at the request of any legitimate authority (court, administrative authority, police force), any information enabling or facilitating the identification of the offending Customer.

Article 9 - COMPLAINTS

In the event of non-performance or defective performance of the Services, the Customer must notify the Service Provider and express its grievances and reservations within thirty (30) calendar days of becoming aware of them, in order to enable the parties to make their best efforts to reach an amicable settlement of the situation within thirty (30) calendar days of the Customer's initial notification.

Failing amicable settlement under the aforementioned conditions, and in the event of sufficiently serious non-performance by the Service Provider, the Customer may terminate the General Terms and Conditions under the conditions set out in Article 17 and, where applicable, obtain damages from the Service Provider to compensate for the loss suffered, the Customer waiving in advance any right to seek compulsory performance in kind of the Services by the Service Provider or a third party, or a proportional reduction in the price, in express derogation of the provisions of Articles 1221, 1222 and 1223 of the French Civil Code.

Article 10 - LIABILITY OF THE SERVICE SUPPLIER

The Service Provider is bound by a best-efforts obligation in providing the Services.

Each Customer declares that he/she is aware of the constraints and limitations of the Internet networks and may not, under any circumstances, hold the Service Provider liable for malfunctions in access to the Services, opening and consultation speeds of the Services pages, temporary or definitive inaccessibility of the Services or fraudulent use of the Site by Customers or third parties.

Nor shall the Service Provider be held liable:

- ◆ In the event of failure to fulfill any obligation resulting from a fortuitous event or an event of force majeure within the meaning of Article 1218 of the French Civil Code, including, but not limited to, unforeseeable events such as strikes, work stoppages, labor unrest, factory closures, floods, fires, production or transport failures not resulting from its own fault, supply disruptions, wars, riots, insurrections and more generally any circumstance or event preventing the Company from properly performing its obligations;



- ◆ In the event that the information, data, instructions, guidelines, materials or media communicated by the Customer are erroneous or incomplete, and more generally in the event that the non-performance or defective performance of the Services results in whole or in part from the Customer's conduct, failure or default;
- ◆ In the event that certain services or functionalities are not accessible on the Site due to a Customer's deactivation of cookies via the browser software interface;
- ◆ In the event that the Site's functionalities prove incompatible with certain equipment and/or functionalities of a Customer's computer hardware.

Each Customer is also responsible for the content and information imported, stored and/or published on the Site, and undertakes not to employ any technical measures that would enable the circumvention of the technical protection measures put in place by the Service Provider to prevent any fraudulent use of the Site and Services.

Customers are also solely responsible for taking all measures to ensure the integrity and backup of all their data, files and documents, and waive their right to hold the Service Provider liable for any damage to data, files or any other documents they may have entrusted to the Service Provider in the course of using the Site and/or Services.

More generally, each Customer undertakes to hold the Service Provider harmless against any claim, demand or opposition and more generally against any proceedings brought against the Service Provider as a result of the Customer's use of the Site or Services.

In any event, the Service Provider shall not be liable for any indirect or consequential loss or damage, such as financial loss, loss of opportunity, loss of profit, loss of contract, loss of order, loss of customers, operating loss, commercial loss or disturbance, or loss of image, which may result from the defective supply or lack of supply of the Services.

The liability of the Service Provider may not exceed an amount equal to the price (exclusive of tax) received from the Customer for the provision of the Services over the last twelve (12) months.

In accordance with the provisions of article 2254 of the French Civil Code, any legal action by a Customer against the Service Provider is time-barred at the end of one (1) year following the date on which the Customer concerned became aware, or is presumed to have become aware, of the harmful event.

Article 11 - REGISTRATION SYSTEM

The computerized registers, kept in the computer systems of the Service Provider and its partners under reasonable conditions of security, will be considered as proof of the communications and actions of the Customers and the Service Provider. These elements are archived on a reliable and durable medium in such a way as to correspond to a faithful and durable copy within the meaning of applicable regulations.

Each Customer acknowledges the value of the Site's automated recording systems as proof and declares that he/she will not contest them in the event of a dispute.



Article 12 - PERSONAL DATA

For further information concerning the use of personal data by the Service Provider, please read carefully the Privacy Policy (the "Policy"). You can consult this Charter on the Site at any time.

Article 13 - HYPERTEXT LINKS

The hypertext links available on the Site may refer to third-party or partner sites. They are provided solely for the Customer's convenience, in order to facilitate use of the resources available on the Internet. If the Customer uses these links, he/she will leave the Site and agree to use the third-party sites at his/her own risk, or in accordance with the conditions governing them.

In any event, the existence of a hypertext link to the Site from a third-party site or on the Site to a third-party or partner site does not incur the liability of the Service Provider in any respect whatsoever, and in particular as regards the availability, content and products and/or services available on or from this third-party or partner site.

The Customer is not authorized to create one or more hypertext links on a third-party site to the Site's home page or to its profile page, without the Provider's prior written consent.

Article 14 - INTELLECTUAL PROPERTY

The Service Provider is the sole owner of all content present on the Site, including, without limitation, all texts, files, images (animated or not), photographs, videos, logos, drawings, models, software, trademarks, visual identity, database, Site structure and all other intellectual property elements and other data or information which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the contents of the Site may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, whether free of charge or against payment, by a Customer or by a third party, whatever the means and/or media used, whether known or unknown to date, without the prior written authorization of the Service Provider, and the Customer shall be solely liable for any unauthorized use and/or exploitation.

Furthermore, any extraction, integration, compilation or use for commercial purposes of information contained in the databases accessible on the Site, as well as any use of software, robots, data mining systems and other data collection tools is strictly forbidden to Customers.

The Service Provider does, however, grant Customers a non-exclusive, non-transferable right to access, download and print the content on the Site for personal, non-commercial use, subject to compliance with these General Terms and Conditions.

Article 15 - DURATION - SUSPENSION - TERMINATION

In the case of one-off sales or in application of special conditions, these General Terms and Conditions are concluded for the duration of the provision of the Services, as mentioned, where applicable, in special conditions or in the order form.



The Service Provider reserves the right to suspend a Customer's access to the Site and Services, either permanently or temporarily, in the event of a breach by the Customer of its obligations under these General Terms and Conditions...

In addition, the Service Provider or the Customer may terminate the General Terms and Conditions in advance and by operation of law by sending written notice :

- ◆ After notifying the other party in the event of a serious breach by the latter of its obligations or under applicable laws and regulations, which has not been remedied within a period of fifteen (15) days (where such breach can be remedied) following written notification indicating the nature of the breach and the need to remedy it.

Article 16 - CONFIDENTIALITY

During the term of the present contract, each party may become aware of or receive confidential information, documents and/or data concerning the other party. Accordingly, each party undertakes, both on its own behalf and on behalf of its employees for whom it acts as guarantor, to maintain the strict confidentiality of all confidential information, documents and/or data of any kind relating to the results, activity or clientele of the other party, or any information received or obtained from a party within the framework of the contractual relations established.

This confidentiality undertaking by the parties is valid both for the duration of the present contract and for a period of two (2) years following its expiry or termination.

Article 17 - AUTONOMY AND ABSENCE OF WAIVER

Should any of the stipulations of these General Terms and Conditions be declared null and void or inapplicable for any reason whatsoever in application of a law, regulation or following a final court decision, it shall be deemed unwritten and the other stipulations shall remain in force.

The fact that the Service Provider temporarily or permanently refrains from invoking one or more of the stipulations of the General Terms and Conditions shall under no circumstances constitute a waiver.

Article 18 - MODIFICATION

The Service Provider reserves the right to modify the content or location of the Site, the Services and these General Terms and Conditions at any time and without prior notice.

Any use of the Site or Services subsequent to a modification to the General Terms and Conditions shall constitute acceptance by each Customer of said modifications.

When modifications to the General Terms and Conditions are deemed to be substantial, they will be brought to the attention of Customers by e-mail and must be accepted by them the next time they connect to the Site.



Article 19 - DISPUTES

Any disputes arising in connection with the contractual relationship between the Customer and the Service Provider must be resolved as amicably as possible.

In the event of failure to reach an amicable settlement within one month from the date of referral to the Service Provider by one of the parties, all disputes to which the General Terms and Conditions may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, shall be referred to the PARIS court.

Article 20 - APPLICABLE LAW & LANGUAGE OF CONTRACT

These General Terms and Conditions and the operations arising therefrom are governed by and subject to French law. They are written in French. In the event of translation into one or more foreign languages, only the French text shall be deemed authentic in the event of dispute.

