

Terms and Conditions of Use

1. Definitions

- 1.1 **the Licensor** : the company INFOS France SAS, with a capital of 509,500 euros, having its registered office at 333 Avenue Georges Clemenceau in Nanterre, registered in the Trade and Companies Register of Nanterre, on 03/06/2019 under number 330 482 332, represented for the purposes hereof by its President, Mr. Adalberto Morgana, acting in this capacity and duly empowered, domiciled at said head office, owner of the mTurn Software.
- 1.2 **the Licensee**: the point of sale, administrative office, health organization or any other legal entity wishing to have a license to use the mTurn software.
- 1.3 **the Software**: the mTurn software, whose function is to manage the queues of points of sale, administrative offices, health organizations or any other entity welcoming the public.

2. Preamble

- 2.1 The Licensor deposited the intellectual property rights of the product and the " mTurn " brand with EUIOPO on April 26, 2020.
- 2.2 The Licensee wishes to benefit from a license to use the Software.
- 2.3 It is in this context that the licensee accepts the present Conditions governing the granting of a right of use relating to the Software.

3. Entry into force - Duration

- 3.1 The Conditions are applied upon acceptance of these by the Licensee and their registration on the mTurn site. The Software Use License is concluded for a period up to September 30, 2020 free of charge.
- 3.2 The User License will come into force again from October 1, 2020 upon the perfect payment of the license fees due by the Licensee as described in article 7 of these Conditions. It will be unlimited unless terminated by either party sent by e-mail or by registered letter with acknowledgment of receipt, subject to one month's notice.

4. Object

- 4.1 The purpose of these conditions is the non-exclusive concession by the Licensor to the Licensee of rights to use the mTurn Software.

5. Rights to use the Software

- 5.1 The license to use the Software, granted under the Conditions and for their duration, allows the Licensee:
 - To use the Software for its intended purpose: queue management;

- In the event that the Licensee wishes to increase the number of work units he benefits from hereunder, he will notify the Licensor in writing or by e-mail, who will grant him the right to use the Software for the number of additional work units in return for the payment of an additional fee calculated in accordance with the stipulations of Article 7 .

6. Eviction Guarantee

- 6.1 The Licensor guarantees the Licensee that it holds all the rights allowing it to conclude the Terms and Conditions.
- 6.2 As such, the Licensor declares that it is the holder of all the intellectual property rights relating to the Software.
- 6.3 The Licensor guarantees in particular:
- That the Software does not constitute a counterfeit of a unless he has ng work;
 - That he has respected and will respect the intellectual property rights of third parties, in particular copyright, design rights, patents and trademarks.
- 6.4 As such, the Licensor undertakes to defend the Licensee at its expense against any action in violation of copyright or other intellectual property rights brought by a third party, and relating to the Software, unless he has been immediately informed thereof in writing by the Licensee and that the alleged violation does not result from the fact of the Licensee.
- 6.5 The Licensor will be the sole master of the manner of conducting the action and will be free to compromise or pursue any procedure of its choice. The Licensee must provide all the information, elements and assistance necessary to the Licensor to enable it to carry out its defence or to reach a transactional agreement.
- 6.6 If all or part of the Software is recognized by a final court decision constituting a counterfeiting or if the Licensor considers that it is probable that the Software, in whole or in part, is considered to be counterfeit, the Licensor may, at his option , either provide the Licensee with non-counterfeiting software having the same functionality, or obtain the right for the Licensee to continue using and exploiting the said Software, or reimburse the Licensee for the price received under this Agreement.

7. Price

- 7.1 The License to Use the Software is granted free of charge by the Licensor until September 30, 2020;
- 7.2 From October 1, 2020, the price fixed by the parties for the realization of the Software by the Licensor includes the price of concession of the rights of use of the Software referred to in these conditions.
- 7.3 This price will be indicated on the mTurn website (<https://business.mturn.io>);
- 7.4 Any amount not paid by the due date automatically entails the application of late payment penalties, calculated on the basis of three (3) times the legal interest rate. These penalties

will be payable on simple request from the Licensor and calculated on the basis of the invoiced and unpaid amounts. In addition, and in accordance with Article L. 441-6 of the Commercial Code, the Customer will also automatically be liable for a lump sum indemnity for recovery costs in the amount of forty euros (40 €).

8. Contractual guarantee

- 8.1 The Licensor exclusively guarantees the conformity of the Software to the functional and technical characteristics of the Application appearing on the site <https://business.mturn.io> ;
- 8.2 As such, the Licensor will intervene free of charge to correct any anomalies;
- 8.3 The Licensee shall submit to the Licensor a report documenting the anomaly and explaining it clearly;
- 8.4 The Licensor reserves the right to use the most appropriate means to correct anomalies;
- 8.5 The above warranty automatically ceases if the configuration and / or the Software has been modified, as well as in the event of use not in accordance with the contractual reference;
- 8.6 Any intervention for an anomaly that does not meet the conditions of the above guarantee will be invoiced to the Licensee at the intervention tariff in force on the date of this one;
- 8.7 In no way the Licensor shall be held responsible for any financial loss or damage direct or indirect that the licensee could argue from using the Software.

9. Termination

- 9.1 The License to Use the Software may be terminated ipso jure and without formalities by one of the parties in the event of failure by the other party to any of its obligations under the present Conditions, if this breach is not corrected within eight days of receipt by the party of a registered letter with acknowledgment of receipt notifying this breach and without prejudice to any damages to which the party having taken the initiative of termination could claim .
- 9.2 In the event of the termination of these contractual relationships for any reason whatsoever, the Licensee undertakes to immediately cease using the Software. Any amounts due remain immediately payable.

10. Data protection

- 10.1 The Licensee acknowledges that the Licensor complies with the regulations applicable to the protection of personal data and in particular the provisions of law 78-17 of January 6, 1978 relating to data processing, files and freedoms modified by law 2004 801 of 6 August 2004 and European regulation 2016-679 of April 27, 2016.
- 10.2 The Licensee accepts that within the framework of its use of the application, the personal data of the Users will be subject to automated processing by the Licensor, this personal data relating in particular to their surname, first name, email address, phone or whatever.

- 10.3 Personal data will be processed in accordance with our Privacy and data processing policy available on the website <https://business.mturn.io> ;
- 10.4 In accordance with the stipulations of articles 12 to 15 of the GDPR, the User has the right to request access, rectification, erasure and / or limitation of the processing of his personal data or the right to oppose their processing or portability.
- 10.5 The User has the right to seize the CNIL of any recourse. The User's personal data is kept for the duration of its application in accordance with our Privacy and data processing policy available on the site <https://business.mturn.io> ;