

## GENERAL TERMS OF USE AND SALE OF IZNEO ONLINE SERVICES

Last updated on: March 1<sup>st</sup>, 2016

The present terms of use and sale are agreed between IZNEO, a simplified joint stock company with capital of 300,000 euros, registered on the RCS Paris under no. 522 564 392, and with offices located at 66 rue Marceau 93100 Montreuil, trading under their brand name "IZNEO" and the "User" of the www.izneo.com website and/or the "IZNEO" application who is of the age of majority and legally capable of entering into an agreement.

### PREAMBLE

- The term "Subscription" here refers to a service offered to the purchasing User which involves access to the catalogue of Digital Works of a Publisher or that of several Publishers belonging to the same group on payment of a Subscription fee set by the Publisher. The Subscription shall have a duration of thirty (30) calendar days, and is automatically renewable unless terminated as provided for in Article 2.1.3. One month's Subscription is defined as a period of 30 calendar days from the date of purchase of the Subscription by the User. Two types of Subscription are available on the Izneo Site or the Izneo Application: a general Subscription ("unlimited Abo BD"), which allows the User access to a catalogue of Digital Works of a Publisher or that of several Publishers belonging to the same group, and a Subscription for young readers ("Izneo Abo Kids"), where the User will have access to the catalogue of Digital Works of a Publisher or that of several Publishers belonging to the same group specifically for children.
- The term "Izneo App" or "Izneo Application" refers to the application belonging to IZNEO entitled "IZNEO" which is available for free download onto reading terminals from various application stores.
- The term "Gift Card" refers to a service enabling a User to credit the account of the person of their choice (the Beneficiary) with the amount of their choice. The various amounts of the Gift Cards are determined by IZNEO. The Beneficiary of the Gift Card can release the gifted amount to their account via a PIN and can then spend the amount of the Gift Card on the Izneo Site to purchase Digital Works at prices indicated on the Izneo Site. The Gift Card is valid for one (1) year. The Gift Card may not be used for the payment of a Subscription.
- The term "Publisher" refers to the holder of rights to a Digital Work distributed by IZNEO via the Izneo site and the Izneo Application.
- The term "Izneo Application Player" refers to the player that allows the downloading of an encrypted file containing the Digital Work to the memory of the reading Terminal belonging to the User and the reading of said work exclusively on the downloaded application.
- The term "Izneo Web Player" refers to an application that allows "streaming" of the Digital Work which is the process used by the Izneo service to disseminate the Digital Work to the User from the Izneo Site or Izneo Application: the visualisation of the Digital Work is continuous and occurs without reproduction or download of the Digital Work in the permanent memory of the User's reading Terminal.

- The term “Digital Work” refers to dematerialised form of a work of sequential art (bandes dessinées, manga, comics) whose content includes the front and back cover and all plates comprising the work (homothetic digitisation), said form being digitised by any process accessible to the User via a reading terminal subject to the technical specifications provided by IZNEO. The digital bande dessinée is disseminated, distributed and downloaded or displayed in computer file formats authorised by IZNEO. All files associated with Digital Works remain the full and exclusive property of IZNEO, their use having been authorised under a license.

- The term “reading Terminal” refers to any device, fixed or mobile, allowing one to connect to the Izneo Site or to the downloading of the Izneo Application for the viewing of Digital Works.

- The term “Izneo Site” refers to the IZNEO website available at following URL: [www.izneo.com](http://www.izneo.com).

## I- PURPOSE

1.1. The purpose of the present general terms is to govern the use of the Izneo Site and Izneo Application by the User and the contractual relationship between the User and IZNEO for any transaction made by the User relating to a service offered on the Izneo Site and on the Izneo Application.

1.2. Any use of the Izneo Site and Izneo Application implies full acceptance of these terms and conditions.

Notwithstanding prior and express acceptance by IZNEO, no specific conditions shall prevail over these terms. All contrary conditions presented by the User shall remain ineffective against IZNEO, notwithstanding prior and express written notice of acceptance of IZNEO. Any exceptions that would be accepted by IZNEO would apply only to the sale in question. No waiver of the right to claim the application of these general terms and conditions of sale shall be held as a waiver against subsequent enforcement by IZNEO. IZNEO reserves the right to modify at any time these terms and conditions, as well as the offer of Digital Works.

In this case, the applicable conditions will be those in effect upon the date of validation of the order by the User.

Upon placement of each order on the Izneo Site and Izneo Application, the User may be asked to confirm acceptance of the general conditions prevailing at the date of placement of the order.

## II - SERVICES OFFERED

2.1. Service accessible via the Izneo Site and Izneo Application.

The IZNEO service offers the User access to a platform allowing them, by means of an electronic communication network and the Izneo Web Player and Izneo Player Application developed by IZNEO, to purchase the right to on-demand access for viewing on a reading Terminal, to one or more Digital Works

in exchange for payment by the User of either an individualised price on a fee-for-service basis, or a Subscription fee charged by IZNEO.

The complete visualisation of Digital Works by the User will only be possible after full payment by the User of the fee for the right of access to the Digital Work or Subscription fees charged by IZNEO.

Access to Digital Works on a Client Account is limited to five (5) reading terminals (fixed IP) for playback over the Internet.

The IZNEO service also provides the User to credit the rechargeable account of a Beneficiary using the Gift Card.

2.1.1. "Short-term access": The fee for viewing access over a period of ten (10) days for each Digital Work is set in France by the Publisher and communicated by IZNEO and will be that which is mentioned on the Izneo Site and Izneo Application. In consideration of payment of the fee charged to the User, the User has the right to access and view, in their virtual library entitled "My Albums" on the Izneo Site and Izneo Application, each one of the Digital Works rented for a period of ten (10) days starting from the date of the first display of the Digital Work, and for as many times as they wish during this period of ten (10) days.

2.1.2. "Permanent access": The fee for permanent viewing access to each Digital Work is set in France by the Publisher and communicated by IZNEO and will be mentioned on the Izneo Site and Izneo Application. In consideration of payment of the fee charged to the User, the User has the right to access and view, in their virtual library entitled "My Albums" on the Izneo Site and Izneo Application, each of the Digital Works, and as many times as they wish over the entire period of the availability of the service on the Izneo website and the Izneo Application.

2.1.3. "Subscription": The purchase of a Subscription is only possible from the Izneo Site. The fee for the Subscription is set in France by the Publisher and communicated by IZNEO and will be that mentioned on the Izneo Site and Izneo Application. The Subscription has a fixed duration of one month. It is automatically renewable unless terminated by the User within forty-eight (48) hours prior to the end of their Subscription.

Once the User has purchased a Subscription, they will be entitled to access all Digital Works from a single Publisher or from several Publishers belonging to the same group available from the Subscription catalogue, it being specified that the Subscription catalogue may be changed periodically. The Digital Works catalogue available in the Subscription are indicated in the "Subscription" tab of the "Home Page" of the Izneo Site or within the Izneo Application.

Two Subscription options are available on the Izneo Site and Izneo Application, a public service offer ("unlimited Abo BD") and a service offer for children ("Izneo Abo Kids").

Users may make use of their Subscription via the Izneo Site or the Izneo Application on all reading Terminals.

On the Izneo Site, the User may consult all Digital Works by the same Publisher from the Subscription catalogue directly from the album folder by clicking on the play button and view the Digital Work selected through the Izneo Web Player.

On the Izneo Application, the User may consult all Digital Works by the same Publisher from the Subscription catalogue after selecting them in their virtual library by entering the “My BD” heading and then view the Digital Work selected on the IZNEO Player Application.

IZNEO reserves the right to modify at any time the contents of the Subscription catalogue. IZNEO can decide to remove or add Digital Works from the same Publisher available to Users.

The User may consult all Digital Works from the Subscription catalogue for the duration of the Subscription, and insofar as the Digital Work is available in the Subscription catalogue.

To terminate their Subscription, the User must so notify from their Client Account, heading “My Profile” on the Izneo site by clicking on the heading “Cancel my Subscription”. The Subscription will be considered terminated effective at the end of the Subscription period provided that notification is given at least forty-eight (48) hours before expiration. In the case of failure to comply with these notification deadlines, the Subscription is fully renewed.

It is understood that the User may terminate, without notice or damaged to IZNEO, their Subscription in the event of breach by IZNEO of their principal obligations as defined in these terms and conditions.

Any unjustified conduct involving improper use of the Subscription by User may result in the closure of an IZNEO Customer Account after informing the User.

2.1.4. “Gift Card”: The User may choose to credit a Gift Card to offer a Beneficiary a certain amount, depending on the amounts proposed by IZNEO and specified only on the Izneo Site.

The User shall, when purchasing, provide IZNEO with a valid email address belonging to the Beneficiary.

Following the payment of the amount of the Gift Card, IZNEO will send a PIN via email to the Beneficiary. This code will allow them to release the amount of the Gift Card on their rechargeable account from the Izneo Site.

If the Beneficiary does not have a Customer Account on the Izneo Site, they necessarily must create one in order to benefit from the amount of the Gift Card. When creating the account, they must accept the present IZNEO General Terms and Conditions and comply with these terms and conditions thereafter.

The credited amount can then be used on the entire Izneo site except as payment for a Subscription.

## 2.2. Service Adaptation

IZNEO reserves the right to make any changes and improvements deemed necessary or useful, or in order to comply with changes in legislation to the Izneo Site and Izneo Application, to Digital Works and

services accessible from it as well as to the present terms of use, without any obligation to notify the User and without being held liable to the User. As such, IZNEO may terminate, at their sole discretion, the operation of any service offered on the Izneo Site or on the Izneo Application subject to a notice period of thirty (30) days from the notice of termination of the service without such decision incurring liability IZNEO in any capacity whatsoever. If the User continues to use the services offered by IZNEO, these changes and adaptations will be deemed accepted.

Furthermore, the catalogue of Digital Works available on the Izneo Site and Izneo Application depends existing contracts with rights-holders and is therefore subject to change. In no event can IZNEO guarantee the presence in the catalogue of available IZNEO service of any specific Digital Works. Similarly, IZNEO cannot guarantee the permanence of a specific Digital Work within the Catalogue of the Izneo Site and Izneo Application. IZNEO will in no way be responsible for the removal or disabling of access to the proposed Digital Works catalogue.

However, IZNEO agrees to allow open access to Digital Works which have been the subject of removal or deactivation, for Users who have subscribed to the temporary access, permanent access or “Digital Works Subscription” concerned prior to removal or disabling of access to said Digital Work. Similarly, if a Digital Work is removed from the Catalogue while a User had started viewing, IZNEO agrees to allow open access to the User to this Digital Works for a period of thirty (30) days as long as the User’s Subscription is valid.

### 2.3. Service Availability

The service is normally accessible by the User 24 hours a day, 7 days a week and throughout the year except in cases of force majeure and maintenance operations. IZNEO nonetheless reserves the right, in cases of urgent necessity, without notice or compensation, to temporarily close access and will not be liable for damages of any kind that may arise from this.

## III - ORDERS

### 3.1. Creation of the Customer Account

The use of Izneo Site and Izneo Application services requires the creation by the User of a Customer Account by filling out the form provided for this purpose under the heading “Create Customer Account”. The use of Gift Card credit also requires the creation by the Beneficiary of a Customer Account. In order for the Customer Account to be created, all of the information requested must be provided. The User must then validate their registration by checking the statement “I have read and accept the general conditions of use and sale of the IZNEO service”.

It is physically impossible for IZNEO to verify the accuracy or truthfulness of the information provided. The User therefore recognises that the provision of any incorrect, incomplete or misleading information is likely to incur liability to IZNEO as well as to third parties. In case of provision of false, incomplete or

misleading (or failure to update such information), IZNEO may decide to suspend or cancel the User's registration with immediate effect and without notice.

When creating the Customer Account, the User chooses a Username and password in the fields provided for this purpose. Users are solely responsible for the confidentiality and security of their Customer Account, their ID and the password needed to identify and access the Customer Account and services. The User must take appropriate measures to prevent third parties from gaining knowledge of their Username and password. Any order for which the User has been identified through a password and a valid ID will be accepted by IZNEO and be binding on the User concerned unless they can demonstrate that the misidentification is the result of negligence on the part of IZNEO.

### 3.2. Placement of orders on the Izneo Site and from the Izneo Application

The submission of orders from the Izneo Application will be done via the application stores of different reading Terminals and will be subject to the terms and conditions of these application stores.

#### 3.2.1. Placement of orders for short-term or permanent access to Digital Works.

The placing of an order by the User on the Izneo Site proceeds as follows:

- User login to the Customer Account with the Username and password chosen by the User upon creation of the Customer Account,
- The User selects from among chosen Digital Works
- The User confirms the order after confirming their selection,
- The User makes the payment of their order,
- The User confirms their order and payment.

The User may choose to offer the Digital Work as a gift by checking the box provided for this purpose: "Yes I wish to send as a gift" the time of payment of the order, the User must then enter the email address of the Beneficiary and their personal message.

An email will then be sent to the Beneficiary with a code that must be entered on the Izneo Site to gain short-term or permanent access to the gifted Digital Work.

#### 3.2.2. Placement of a Subscription Order.

In the case of a Subscription, placement proceeds as follows:

- User login to the Customer Account with the Username and password chosen by the User upon creation of the Customer Account,

- The User clicks on the banner of the home page of the Izneo Site which directs them to registration page for the Subscription,
- The User validates their order after verifying the total amount due,
- The User pays for the order,
- The User confirms their order and payment.

Once the order is confirmed, access to viewing Digital Works proceeds as follows:

- From the Izneo Site:

The User connects to the Client Account with the Username and password chosen by the User upon creation of the Customer Account.

The User accesses the catalogue reserved for Subscription by clicking the heading "Abo BD" in the "home page" of the Izneo Site.

The User clicks the play button of the Digital Work they wish to view.

The User views the Digital Work directly via the Izneo Web Player.

- From the Izneo Application:

The User connects to the Client Account with the Username and password chosen by the User upon creation of the Customer Account.

The User accesses the catalogue reserved for Subscription by entering the "My BD" section.

The User views the Digital Work directly via the Izneo Application Player on all reading Terminals on which they have downloaded the Izneo Application.

### 3.2.3. Placement of a Gift Card order.

The ordering of a Gift Card proceeds as follows:

- User login to the Customer Account with the Username and password chosen by the User upon creation of the Customer Account,
- The User selects the amount of the Gift Card from the proposed amounts,
- The User provides a valid e-mail address belonging to the Beneficiary,
- The User confirms the order after confirming their selection,
- The User makes the payment of the order,

- The User confirms the order and payment.

An email will then be sent to the Beneficiary including a PIN that must be entered on the Izneo Site to benefit from the amount of the Gift Card. The Beneficiary must then also create a Customer Account or log in to their existing Customer Account.

As long as the code of the Gift Card has not yet been activated by the Beneficiary, the User may change the email address by visiting their IZNEO profile history.

Confirmation of the order implies acceptance of these terms and conditions, recognition of having perfect knowledge thereof and the waiver of any other terms or conditions of service. All data supplied and the registered confirmation are valid as proof of the transaction. Confirmation will act as signature and acceptance of transactions. Upon receipt of authorisation to debit the bank account issued by the User's bank IZNEO will email confirmation of the order recorded in the form of an e-mail sent to the address provided by the User upon creation of their Customer Account.

The order will be definitively confirmed upon receipt of this e-mail containing all the information provided by the User with an indication of difficulties or holds, if any, which might arise in the processing of the order (availability of items ordered, delivery times or chosen payment modes) as well as the order reference number provided by IZNEO.

### 3.3. Order Cancellation

Users are informed that, given the nature of the service and the Digital Works provided, and pursuant to Article L. 121-21 of the French Consumer Code, they enjoy no right of cancellation for the provision of the right to short-term or permanent access to Digital Works nor of their Digital Works Subscription. The User can not exercise their cancellation right once they have received an email confirming their right to access the Digital Work. The IZNEO Service becomes effective as soon as the User displays for the first time the selected Digital Work on the Izneo Site or on the Izneo Application. Users can not cancel the transaction once validated and confirmed by e-mail order.

### 3.4. Payment

#### 3.4.1. Pricing

3.4.1.1. The User has the option of paying for their order in Euros. Any prices posted on the site in Euros are tax inclusive and include all taxes applicable on the date of the order; any changes in tax rates will be reflected in the price of Digital Works or services. The User is obliged to pay in the currency as indicated on the order confirmation and/or invoice.

The Publisher via IZNEO reserves the right to change their fees for Access to Digital Works at any time, with the understanding that the price listed on the Izneo Website or Application on the day of the order shall be the only one applicable to the User. The User will receive in writing at the time of confirmation of the order and at the latest at the time of viewing, confirmation of the amount of the fee paid and the costs charged to them.

3.4.1.2. As relates to Subscriptions, the Publisher via IZNEO reserves the right to change the Subscription fee.

IZNEO shall inform each User by e-mail at the address provided by the User concerned upon registration of any rate increase at least 15 (fifteen) days before it takes effect. In the event that the User does not accept this rate increase, they may terminate their Subscription from their account on the Izneo Site, such termination taking effect as of the next Subscription expiration date.

Failing cancellation by the User, the new pricing will therefore be applicable from the Subscription period following the date that the new rates come into effect.

### 3.4.2. Payment terms

All fees are payable upon placement of the order.

No full viewing of Digital Works by the User shall be possible before full payment by the User of the Digital Work fee or the Subscription fee.

Users will be sent an invoice in hard copy upon request. Payment and credit cards that have limited available balances may periodically prevent the processing of the order.

#### 3.4.2.1. Debit Card

Payments may be made either by debit card via secure online payment, or via the PayPal system (PayPal terms of use are available on the Izneo Site via hypertext link to the website [www.paypal.com](http://www.paypal.com)) or via the Allopas system (general terms of use of the Allopas system are available on the site [www.allopas.com](http://www.allopas.com)).

IZNEO reserves the right to verify personal data submitted by the User and to take all necessary measures to verify that the person whose bank account is debited is the one who placed the order. IZNEO may ask the User for proof of identity and/or a bank document. The failure of the User to respond to such a request within two (2) days after the request submitted by IZNEO automatically cancels the order in question, with no possibility of subsequent appeal.

IZNEO may retain the bank details of the User if they check the box provided for this purpose at the time of placing the order.

#### 3.4.2.2. Rechargeable IZNEO account or “wallet”

The User can create a rechargeable account or “wallet” on the Izneo Site. This account allows the payment of rights of access to Digital Works ordered provided that the account balance is sufficient. This rechargeable account can be credited by the User with any bank card. The credit applied to the account must be a minimum amount of €5 (five Euros) and a maximum amount of € 100 (one hundred Euros).

The account is valid for one year from the last use of the account by the User. At the end of this period, the balance cannot be used by the User. The balance cannot be reimbursed and will not be subject to any compensation to the User.

The Beneficiary of a Gift Card will have their IZNEO account credited with the amount of the Gift Card. They can use this amount to purchase Digital Works but may not use their Gift Card to purchase a Subscription.

#### 3.4.2.3. Promotional codes

If the User is in possession of a promotional code allowing them a discount relative to one or more Digital Works, they can enter the code on [www.izneo.com](http://www.izneo.com) in "My Profile", in the "Promotion Code" field in order to redeem their discount.

#### 3.4.2.4. Specificities relating to Subscriptions

As part of a Subscription, payment may be made by debit card via secure online payment via the OGONE system. This system retains the bank details of the User to allow for the generation of an automatic monthly statement on the Subscription.

By accepting the Subscription Offer, the User must explicitly check the box allowing the financial institution to automatically withdraw the amount of the Subscription on a monthly basis.

#### 3.5. Evidence

IZNEO archives purchase orders and invoices on a reliable and durable server as a true copy. Izneo digital records will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

### IV - CONTENT

#### 4.1. Use of content

In order to view Digital Works or to purchase a Subscription from the Izneo Site or Izneo Application, the User must first accept the Terms of Use governing the service, including the Usage Rules set forth therein.

Digital Works are works protected by national and international copyright laws, and viewing thereof can only be done in a private setting, without the collection of entrance or viewing fees and within the parameters set out below.

Any payment for temporary access, permanent access or a Subscription on the Izneo Site or from the Izneo Application entitles the User to access the digital file of the Digital Work(s) on all reading Terminals existing at the date of payment and defined on the Izneo Site or Izneo Application under the conditions defined in point II 1) of these General Terms and on the Izneo Site.

Users undertake to respect the copyrights of authors and Publishers of Digital Works and not to circumvent or undermine the technique of controlling the use of digital files to which the User has

access and, if necessary, to any device with the same purpose. IZNEO shall be held blameless in any case of non-compliance with the legislation of a foreign country where the content may be accessible.

Any use of Digital Works outside of the parameters defined by these Terms of Use constitutes an act of counterfeiting which exposes the User to civil or criminal legal prosecution under the laws and regulations in force.

#### 4.2. Intellectual Property

All elements of the Izneo Site or of the Izneo Application, be they graphic (bandes dessinées and all graphic and visual content of the site) or technical (including reader software), enjoy protection relative to copyright, trademark law or any other intellectual and industrial property.

IZNEO is the exclusive owner of all intellectual property rights to and holds exclusive rights in the exploitation of all graphic and technical elements of the Izneo Site and the Izneo Application. Any act of reproduction, modification, distribution or use in any capacity whatsoever even partially, of any of these elements on the site, be they graphic, visual, audio or technical (including software) is strictly prohibited and exposes persons engaged in such acts to prosecution.

All incoming links to the Izneo Site or to the Izneo Application is strictly prohibited without the express written consent of IZNEO and must be removed upon IZNEO's initial request.

#### V - COMMENTS ON DIGITAL WORKS

Users can comment and express their opinions regarding the Digital Works in a dedicated page.

IZNEO conducts ex ante monitoring of all comments relating to Digital Works. In this context, IZNEO has discretionary power over the selection of comments that it chooses to publish.

Furthermore, in accordance with existing legislation, IZNEO reserves the right to withhold publication of comments infringing on the rights of third parties, in particular:

- to withhold publication of abusive, defamatory or racist messages, messages prejudicial to standards of public decency, messages which are of a violent nature, personal injurious or pornographic, messages likely by their nature to undermine respect for human beings and their dignity and privacy, equality between the sexes, and the protection of children and adolescents,
- to withhold publication of messages inciting the perpetration of crimes and/or misdemeanors or encouraging the use of banned substances, messages encouraging discrimination, hatred or violence,
- to withhold publication of messages which do not respect the intellectual property rights of others.

An automatic notification will be sent to the User who has submitted the comment, and this notification cannot be subject to any claim on the part of the User with regards to IZNEO.

The comment will be published on the Izneo Site or on the Izneo Application only after review by IZNEO. IZNEO does not undertake any obligation with respect to a specific time period for review and validation of comments submitted.

The User grants IZNEO free, non-exclusive, and transferable use of the comments published, broadcast or transmitted on the Izneo Site or Izneo Application.

The User authorizes IZNEO to reproduce in full or in part comments submitted on any graphic support as well as any current and future recording media, including, but not limited to, any server, hard drive, removable or otherwise, memory card, or equivalent media, in any format and by any method known and unknown to date, to the extent necessary for any operations of storage, backup, transmission or download involved in the operation of the Izneo Site or Izneo Application.

The User also authorizes IZNEO to translate comments supplied, and to reproduce the translations of these comments on any graphic support and any recording medium, present or future, as noted above, in order to supply the Izneo Site or Izneo Application Izneo, including in different languages. This right includes the authorization to carry out, in accordance with the User's moral rights, modifications to the format of comments in order to conform to the style guide of the Izneo Site or Application Izneo and/or to render it compatible with its technical performance or relevant formats, for insertion and/or publication via the Izneo Site or Izneo Application. It also includes authorization to proceed with technical adjustment of comments supplied for the purpose of integrating them on the Izneo Site or Izneo Application, including in the creation of summaries of comments for sharing via tools such as Facebook or Twitter, actions which the User expressly authorizes.

## VI - LIABILITY

### 6.1. Accessibility

The User acknowledges their awareness of the constraints and limitations of the Internet. Under these conditions, IZNEO will in no way be held responsible for access speeds to the Izneo Site from other sites, opening and viewing speeds of site pages, viewing speeds of Digital Works, for external slowdowns, for suspension or inaccessibility of services accessible from the website, and for the fraudulent use by third parties of any information provided on the site.

### 6.2. Security

It is incumbent upon the User, as any internet user, to protect their technical equipment in particular against any form of contamination by viruses and/or hacking and phishing attempts, IZNEO being under no circumstances liable for damages resulting from the use of the Internet such as data loss, hacking, viruses, service interruptions, or other unintended problems.

The User is solely responsible for the installation, operation and maintenance of technical equipment necessary to access the Izneo Site or Izneo Application. In no event shall IZNEO be held liable if services offered should be incompatible or dysfunctional with certain software, configurations, operating systems or customer equipment.

### 6.3. Use

The User is solely responsible for their utilisation of the Izneo Site and Izneo Application. Thus, IZNEO cannot be held responsible for acts or uses involving the site which might be constitutive of a violation of legal provisions for the protection of the individual and of privacy, or infringing on pre-existing intellectual property rights either by the User or by third parties. Thus in the event that IZNEO liability is imputed by a third party for improper use of the Izneo Site and Izneo Application and services offered by a User, IZNEO reserves the right to seek recourse against the User in question.

Hyperlinks can lead to other websites. IZNEO cannot be held liable if the content of other sites violates the rights of third parties and more generally any legal or regulatory provisions in force.

## VII - PERSONAL DATA AND COOKIES

### 7.1. Personal data

Personal information about the User is handled according to the French Data Protection Act of 6 January 1978 and may be subject to automated processing.

In this context, information collected concerning the User upon creation of their Client Account, and during the process of order placement, are sent to IZNEO. This information is necessary for the management of the commercial relationship between the User and IZNEO (delivery, after-sales service, etc.). The User cannot create a Customer Account if they refuse to provide the information requested at this stage. If the User objects to the data relating to their orders being retained, in order to comply with this request, IZNEO will be forced to disable their account.

The User has, at any time, the right of access to information concerning him, the right to have such information corrected or completed if it is inaccurate or incomplete. In order to do this, a written request can be addressed to:

IZNEO

66 rue Marceau

F-93100 Montreuil

In accordance with current statutory provisions, IZNEO agrees not to undertake any processing of information collected beyond the strict requirements of its business activity, without the consent of the person concerned.

Moreover, IZNEO may not communicate the User's contact information to any external firms for the purpose of commercial prospecting, unless the User has checked the box provided for this purpose upon

creation of their Customer Account. Thus, depending on selections made during the creation of their account, the User will likely receive newsletters from IZNEO and/or their partners. The automated processing of information, including management of email addresses of Users of the Izneo Site and Izneo Application is subject to reports to the CNIL.

## 7.2. Cookies

Users are hereby informed that in visiting the Izneo Site, a cookie may be installed in their computer. A cookie is an alphanumeric identifier transferred to the hard disk of the User's computer via the web browser of the User, which records information about the computer navigation concerning Izneo on the Site (pages viewed, date and time of visit, etc.), in order to offer improved navigation and features offered at a subsequent connection of the User.

The duration of retention of this information is thirty (30) days.

The User is hereby informed that they can block the installation of cookies by configuring their browser to this effect.

## VIII - OTHER

### 8.1. Customer Service

For any questions or problems related to the use of Izneo Site and Izneo Application, whether it be a request for assistance in using the service or questions about ordering, billing or delivery of Digital Works, customer service is available by sending an email to the following address: [webmaster@izneo.com](mailto:webmaster@izneo.com).

### 8.2. Disabling the Client Account

IZNEO reserves the right to deactivate a User's Client Account automatically and without notice or compensation, in the following cases:

- Failure by the User to comply with one or any provision of these Terms and Conditions
- Non-payment by the User of amounts owing,
- Acts contrary to the interests of IZNEO, including for the piracy of files and/or other conduct aimed at the illegal use of the IZNEO service and Izneo Website content,
- Issuing false information when creating the Customer Account.

Users wishing to deactivate their Customer Account may notify IZNEO in a letter sent via registered mail addressed to:

IZNEO

Webmaster

66 rue Marceau

F-93100 Montreuil

IZNEO agrees to disable the User's Customer Account within a maximum of 48 hours of receipt of said letter.

### 8.3. Applicable Laws and Disputes

Should any dispute arise regarding the interpretation, implementation or cancellation of the GENERAL TERMS OF USE AND SALE OF IZNEO ONLINE SERVICES, the competent court shall be that of Paris, the governing law being French law.

8.4. In the event of the nullification of any provision of these terms and conditions, this clause will be deemed as unwritten, and such nullification shall not prejudice the validity of the other applicable provisions.