

## **GENERAL CONDITIONS OF USE AND SALE OF THE THE DONIA APPLICATION**

### **Article 1 - Scope of application**

These general terms and conditions of sale and use (hereinafter "GTC") are concluded between ANDROMEDE OCEANOLOGIE (hereinafter "Andromède"), SAS with a capital of 50,000 euros, identified under the number 503 122 418 RCS MONTPELLIER, whose registered office is located at 7 place Cassan - Carnon plage - 34130 Manguio, and any person downloading or using the DONIA application (hereinafter the "Customer").

By accessing or using the DONIA application, the Customer accepts without reservation to be bound by the present GTC which includes a software licence as specified below and to comply with them.

This acceptance is materialised at the time of the creation of an account on the application and remains applicable for all subsequent connections. They are the contractual basis and will prevail, if necessary, over any other version or any other contradictory document. They will remain applicable until the new conditions come into force, at which time they will again be submitted for acceptance by the Customer.

Andromède reminds you that access to the DONIA application implies downloading it onto the Customer's smartphone. This is done at the expense and under the responsibility of the Customer.

The DONIA application may offer access to various services that Andromède does not own. This is particularly the case for the MOORING part of the application. Andromède is not responsible for, nor is it a party to, the relationship that may exist between the Customer and DONIA MOORING and may not respond to requests concerning this subject matter, nor be called upon in the event of a dispute between them.

The Customer acknowledges that he/she has been informed of these GTCs in a legible and comprehensible manner prior to validating the creation of his/her account and accepts them without reservation.

### **Article 2 - Purpose of the application**

Andromède has developed and markets the DONIA application, a software application that allows users to consult useful information for anchoring, such as the nature of the seabed, depth curves, anchoring zones, and/or local regulations, and to visualise the mapping of underwater ecosystems between 0 and -50m, to access additional free data such as the location of points of interest and particular sites (ports, diving sites), navigation tools, the weather forecast module and to access paying functions such as HD morpho-bathymetric charts and the display of SHOM charts.

### **Article 3 - Opening of the account**

When connecting for the first time, the Customer must create an account to register.

Once the registration is completed, the registered Customer can access his user account on DONIA by activating the connection parameters (identifier and password).

The identification data for access to the account is filled in by the Customer. It is the responsibility of the Customer to check the validity of the e-mail address provided at registration, as this e-mail is an element of identification the User account. In the event of an error or omission in the data sent by the Customer to the DONIA. Andromède cannot be held responsible for the consequences of such errors.

### **Article 4 - Responsibility for connection parameters**

The Customer is obliged to maintain the confidentiality of his connection parameters. The Customer is responsible for all their uses, whether or not they have actually or expressly authorised them.

The Customer is prohibited from assigning, lending or transferring his connection settings to any third party or allowing any third party to connect to his account.

It is the Customer's responsibility to regularly modify his confidential code and to ensure that his code is composed of letters and numbers of sufficient length.

The Customer is solely responsible for the accuracy, quality, legality and reliability of all information and data that he communicates to Andromède, without it being possible for him to invoke any inaccuracy of this information and data to escape his obligation.

### **Article 5 - Closing of the account**

The Customer may close his account at any time by written request or by email to donia@andromede-ocean.com

In case of serious or repeated failure of the Customer to comply with its obligations under these GTC, or in case of a request from the competent authorities, Andromède may terminate the account immediately and without notice. The same shall apply in case of inactivity of the Customer on the DONIA application for an uninterrupted period of two years.

### **Article 6 - Customer obligations**

The Customer undertakes to comply with all requirements for the configuration and use of the DONIA application and the Software, and to refer to its documentation whenever necessary. The Customer is solely responsible for incorrect configuration or use of the DONIA application.

Where necessary, documentation for the DONIA application and its Software is available at [www.donia.fr](http://www.donia.fr).

The Customer acknowledges that the Equipment, its installation, use, maintenance and electromagnetic compliance (absence of electromagnetic interference, etc.) are his sole responsibility and constitute an essential condition for the proper functioning of the DONIA application.

### **Article 7 - Obligations of Andromède Océanologie**

Andromède Océanologie shall endeavour to ensure the correct operation of the DONIA application and its Software. It reasonably performs the DONIA Services for the Customer, but cannot guarantee that the DONIA application and the Software will function without interruption and without errors, or that any anomalies in the Software will be corrected.

### **Article 8 – Updates**

In general, Andromède reserves the right to update the technical specifications of the DONIA application and its Software at its own discretion and at its own expense. Andromède may therefore update the DONIA application and its Software, remotely, in order to improve their performance and correct any errors detected and/or to ensure legislative maintenance of the Software to ensure its compliance with regulations and/or the wishes of public authorities.

The Customer undertakes to allow the DONIA application and the Software to be updated automatically and not to interrupt their download when the latter is started. The Customer acknowledges that, during the updating process, the DONIA application and the Software may not function correctly.

Andromède may upgrade its DONIA software annually, the current version being DONIA 6.0. As these GTC are limited to version 6.0, the user will have to download the new application and its new functions to use a new version.

### **Article 9 – Liability**

The maps and data integrated in DONIA do not constitute official documents or navigation documents in the sense of the regulations in force. The DONIA application may only be used for recreational purposes. The Customer is responsible for maintaining the official documents required by the regulations.

As is the case with any data source, DONIA maps may contain errors, omissions and inaccuracies. Therefore, it is the sole responsibility of the Customer(s) to exercise due care in the use of such maps or documents.

DONIA alarms are an aid to monitoring anchorages but cannot replace the vigilance of the user and his/her sense of seamanship.

Andromède Océanologie, the company that publishes the DONIA application, cannot be held responsible in any way whatsoever for the failure of an alarm.

The DONIA application's community tools (observations, alarms, communications) require knowledge of the user's location data.

Furthermore, in addition to the absence of any guarantee of uninterrupted operation of the DONIA application and the Software, it is expressly agreed that the operation of the DONIA application is based on technologies developed and operated by third parties towards whom Andromède has no means of intervention.

Thus, Andromède will not be obliged to provide the DONIA Service in the event of a failure of the GSM network or the GPS network, or in the event of force majeure such as strikes, bad weather, wars, embargoes, failures of the electricity network, the Internet network, satellites, or failure of mobile telephone operators to meet their obligations.

The Customer declares that he/she is aware that the GSM network of the mobile telephone operators as well as the GPS network are currently being deployed and that it is possible that certain areas of the country are not covered by these networks and that access to the DONIA Service may be disrupted.

Similarly, the Customer declares that he/she is aware that the operation of the DONIA application is based in part on information provided to Andromède by third parties, in particular with regard to the indication of depths and other regulatory zones. Consequently, Andromède cannot be held responsible in the event that the information provided is incomplete, out of date or erroneous.

Andromède cannot guarantee that the DONIA application or the Software is adapted to the Customer's personal needs or to a particular use. In particular, the use of the DONIA application does not exempt the Customer from scrupulous compliance with maritime legislation. The Customer acknowledges that the DONIA application is not a substitute for compliance with the rules of the Maritime Code and that Andromède Océanologie may not be held responsible for any infringement of the Code.

The Customer acknowledges that the charts and all data provided by the DONIA application are not intended to replace official ENC (Electronic Navigational Chart) charts. They cannot be used for navigation and are only intended to provide optional assistance.

Finally, Andromède cannot be held responsible if the non-performance or poor performance of the GTC is attributable to the Customer or to constraints beyond DONIA's control.

In no event shall Andromède be liable for any indirect damage suffered by the Customer as a result of the use of the DONIA application, including operating losses and commercial prejudice, and loss of information or data.

## Article 10 - Personal data

Processing of the Customer's personal data Andromède processes the Customer's personal data that the Customer communicates to it or to which the Customer gives it access. These data are :

- relating to the identity of the Customer (surname, first name, home address, email address, telephone number, etc.)
- relating to the management of the Customer 's account (login, password, language spoken, etc.);
- relating to the Customer's profile that the Customer publishes on the DONIA application and shares with other users of the DONIA application (pseudonym, profile photo, etc.);
- relating to the Customer's connection to the DONIA application and the DONIA Service and their use (Internet Protocol (IP) address, Internet connection data, navigation data, traffic data, etc.);
- on the Customer's hardware or terminal equipment with which he connects to the DONIA application (type of equipment, browser, etc.);
- relating to the Customer's Equipment (in particular, information on the boat that is associated by the Customer with the use of the DONIA application and on all on-board equipment, including electronic and computer equipment that may be fitted to the said boat);
- relating to the use of the electronic communication service made available to the Customer on the DONIA application, and which relate in particular to :
  - electronic messages sent by the Customer on the DONIA application to other users
  - files sent on the DONIA application to other users, such as photographs, videos and audio content
  - in general, any content shared by the Customer on the DONIA application with other users of the application;
  - Andromède respects the confidentiality of the Customer's electronic communications (i.e. messages) and therefore limits itself to forwarding them to other users of the DONIA application upon request by the Customer. Exceptionally, Andromède may process this personal data for other purposes in the event of an express request from the legal authorities, or for the purposes of proof of a commercial transaction;
- relating to the Customer's location (latitude, longitude, speed of movement, date of position) at each connection to the DONIA application, and for the duration of this connection;
- relating to the Customer's financial data, in the event of a purchase on the DONIA application (bank card number, expiry date of the bank card, etc.);

This data is provided to Andromède via a collection form voluntarily filled in by the Customer on the DONIA application, as well as by the hardware or terminal equipment used and configured by the Customer when he/she connects to the DONIA application, but also by the installation of the DONIA Software and cookies on the Customer's equipment. In particular, it is specified that the Customer's location data is provided to Andromède by the Customer's equipment with which he connects to the DONIA application (in particular his terminal on which the DONIA application is installed, but also the Customer's Equipment which works with the DONIA application).

Andromède processes such personal data as data controller for the following purposes:

- In order to execute these GTC and the inherent Software licence included;
- In order to execute the DONIA application, the DONIA Service, and in particular the electronic communications service made available to the Customer within the DONIA application;
- In order to manage the relationship with the Customer and to communicate with the Customer, in particular by sending him electronic messages, alerts and push notifications relating to the DONIA application (for example to notify him of updates or the receipt of a message);
- In order to enrich the DONIA application's collaborative database, by :
  - Sharing the Customer's location in real time with other users of the DONIA application, in particular by means of an interactive map;
  - Creating DONIA Data from the Customer's location information;
  - Allowing other users to consult the profile published by the Customer on the DONIA application and allowing them to interact with the Customer;
- For canvassing purposes and to offer advertising campaigns to the Customer which may be personalised, on the DONIA application or on the e-mail address provided by the Customer (newsletter etc.);
- In order to improve the DONIA Service and the DONIA application by analysing the behaviour of the Customer during their use;
- In order to comply with the legal and regulatory obligations imposed by the activity of Andromède and the nature of the DONIA Service;
- For purposes of proof and identification of the Customer, in the event of possible criminal behaviour on the part of the latter, or in the event of a contractual breach, or to provide proof of a commercial transaction;
- To implement preventive and security measures in the interests of protecting the DONIA application and its data;
- In order to use the Customer 's location data in oceanographic maps, within the framework of the DONIA application or outside of it, by Andromède alone or with third parties, subject to the prior anonymisation of this location data;
- To allow Andromède's partners to view the Customer's location data, when these third parties have subscribed to such a paying option with Andromède.

These processing operations are based on several lawful processing bases used by Andromède which are :

- the execution of the GTC and the Software license included with the Customer;
- the legitimate interest of Andromède and its partners, unless the interests or fundamental rights and freedoms of the Customer prevail;
- the consent of the Customer;
- compliance with legal obligations incumbent on Andromède.
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Andromède undertakes to comply with the legislation relating to the protection of personal data, in particular the amended law of 6 January 1978, as well as the European Data Protection Regulation of 27 April 2016.

The Customer thus benefits from a right of access, rectification, limitation, opposition on legitimate grounds, a right of portability and deletion of data collected by Andromède, as well

as the right to define directives relating to the fate of their personal data after their death, and to withdraw their consent when it has been given. These rights may be exercised by written request from the Customer accompanied by proof of identity and addressed to the Andromède representative in charge of issues relating to the protection of personal data, whose contact details are :

- Mr Florian HOLON

contact@andromede-ocean.com / Andromede Oceanologie SAS, 7 place Cassan 34130 Carnon

The Customer may also exercise these rights to a certain extent by directly setting the parameters of the electronic equipment he/she uses to connect to the DONIA application, or by directly setting the parameters of the DONIA application ("my Account" section).

The Customer is informed that the exercise of his/her rights to limit, oppose or delete his/her personal data and/or the withdrawal of his/her consent may limit or even interrupt the provision of the DONIA Service when the latter is based on the processing of such data. In particular, the Customer acknowledges that his opposition to the processing of his location data would prevent the DONIA Service from being provided.

Personal data collected by Andromède is kept for the duration of the GTC and the End User License Agreement for the execution of the DONIA Service, increased by thirty-six (36) additional months for the purpose of managing its Customer relations and for prospecting purposes, extended to five (5) years for the purpose of evidence and ten (10) years for the purpose of keeping Andromède's accounting book and for the proof of contracts concluded by electronic means. These periods do not apply to the Customer's personal data, which correspond to their banking and payment data, which are not kept for more than thirteen (13) months following the transaction, and to connection, traffic and usage data of the DONIA application, which are not kept for more than twelve (12) months following their collection. Andromède keeps and processes the Customer's personal data which is anonymised without any time limit, when this anonymised data no longer allows the Customer to be identified.

The Customer is informed that his personal data may be communicated to third parties, strictly in order to achieve the purposes of processing pursued by Andromède and to carry out the processing specified in this article. These third parties are, on the one hand, other users of the DONIA application and, on the other hand, Andromède's subcontractors, in order to ensure the execution of the GTC and the End User License Agreement with the Customer. This personal data may also be communicated to third parties, known as Andromède's partners, who have subscribed to a paying option with Andromède to view the Customer's location data (after an anonymisation process). Finally, this data may be communicated to the managers of protected marine areas, as well as to judicial and administrative authorities, if the latter so request from Andromède.

The Customer retains the right to lodge a complaint with a supervisory authority if he/she believes that Andromède has contravened the regulations on the protection of personal data when processing his/her personal data.

## **Data security**

Andromède undertakes to use its best efforts to ensure the security of the Customer's personal data that it processes. Andromède implements several important security measures adapted to their nature, and ensures that its subcontractors respect equivalent measures. Nevertheless, the Customer acknowledges and accepts that Andromède cannot guarantee the infallibility of the protection measures put in place, in particular against the illegal actions of third parties.

In the event of a breach of the Customer's personal data, DONIA will notify the CNIL, in principle within 72 hours of becoming aware of the breach, unless the breach in question is not likely to result in a risk to the rights and freedoms of natural persons. Andromède will also notify the individual concerned of the breach unless the data affected by the breach have been protected by appropriate safeguards to render the data unintelligible to any person not authorised to access it, or if Andromède has taken subsequent steps to ensure that the high risk to the Customer's rights and freedoms is no longer likely to materialise.

In all cases, Andromède keeps an up-to-date inventory of the personal data breaches it has suffered, specifying in particular their modalities, their effect and the measures taken to remedy them. It keeps this inventory at the disposal of the CNIL. It shall also keep its records of processing activities at the disposal of the CNIL.

## **Location of data within the European Union**

The Customer is informed that the personal data he/she communicates to Andromède is not transferred to a country outside the European Union. If necessary, the Customer's consent will be required or, if the transfer results from a legal obligation imposed on Andromède, the Customer will be notified in advance. In all cases, appropriate guarantees for the security of the Customer's personal data will be taken.

## **Article 11 - Intellectual property**

Andromède Océanologie is the exclusive owner of the DONIA application, the Software, and its documentation, which are protected by copyright.

Andromède hereby grants the Customer, who accepts it, a personal, limited, non-transferable and non-exclusive right to use the Software according to the terms and conditions set out in these GTC.

The Licence thus exclusively includes the right to use the Software (including its documentation) for the duration of the GTC.

No use of the content of the DONIA application and the related intellectual property rights is permitted without the prior express written consent of Andromède. All such rights are expressly reserved.

The Customer undertakes to respect the intellectual property rights of Andromède on each of the DONIA application Services and to ensure that these rights are respected by third parties.



To this end, the Customer undertakes in particular:

- Not to reverse engineer, decompile, reproduce, translate, adapt, arrange or modify the DONIA application or the documentation associated with it, even if such acts are necessary to allow the application to be used in accordance with its purpose;
- Not to modify, delete or alter in any way and for any reason whatsoever the distinctive signs of Andromède, such as the trademark, trade name, logos, etc. affixed to DONIA
- Not to remove or alter the names of contributors as they may appear on the presentations or in the content visible on DONIA;
- Not to rent, lend or use the application for the purpose of sharing it or making it available to third parties who are not Customers, in the context of time-sharing or contract processing centres;
- Not to use or copy the application in any other way not expressly permitted hereunder.

Any reproduction, representation, use, adaptation, transfer or redistribution in any form whatsoever of all or part of these elements, without the prior written consent of Andromède, is strictly prohibited. The fact that Andromède does not initiate proceedings as soon as it becomes aware of these unauthorised uses does not imply acceptance of these uses and waiver of proceedings.

The Customer agrees to inform Andromède without delay of any infringement of the latter's intellectual property rights that it may observe.

The Customer acknowledges and accepts that access to the application made available by Andromède does not imply any transfer or concession of intellectual property rights (in particular trademark rights or copyrights) and other rights to the Customer.

Any breach of this clause may result in an infringement of copyright, trademark or other intellectual property rights which may expose the Customer to civil and/or criminal penalties. Andromède reserves the right to assign this Software license to a third party.

"DONIA" is a registered trademark owned by Andromède Océanologie.

Andromède is the sole owner of the database used in the DONIA application, as well as of the DONIA Data created by Andromède thanks to the DONIA software. The creation of this database is the result of significant investment by Andromède to build and present the data in this database to the public. This database, of which Andromède has taken the initiative, is therefore protected by the sui generis rights of database producers.

## **Article 12 - Links inserted on the DONIA application pointing to other sites**

The application may contain links to third party websites that are not controlled by Andromède, and this in particular through advertisements.

Andromède is in no way responsible for the websites to which the Customer clicks on such links and accesses another website or other application.

Andromède is not responsible for the quality of the advice or the content of the other website, nor for the quality of the advice or the content of the other website.

### **Article 13 - Proof of transaction**

The computerised registers, kept in Andromède's computer systems under reasonable security conditions, will be considered as proof of the communications, orders and payments made between the parties. The archiving of this information and invoices is carried out on a reliable and durable medium that can be produced as proof.

### **Article 14 - Information on services**

The services governed by these GTC are those which appear on the DONIA application and which are indicated as being carried out by Andromède or under its control. They are offered within the limits of the availability of Andromède or DONIA.

The services are described and presented as accurately as possible. However, Andromède cannot be held responsible for any errors or omissions in this presentation.

### **Article 15 - Subscriptions, cost of services and paying options**

Andromède provides free mapping of simplified marine biocenoses at a maximum scale of 1/5000, isobaths every 10m up to 100m and various community functions (sharing of observations).

The Customer can also take out an annual subscription with tacit renewal for a premium version entitled "DONIA Premium". This version integrates additional tools and functionalities and in particular :

- HD morpho-bathymetric charts in the form of 2\*2km images.
- Orthoraster charts from SHOM in the French Mediterranean.

The cost of the annual subscription is indicated directly on the application.

The Customer is informed that payments are made directly via the Android or Apple store. Andromède never intervenes in the management of subscriptions and cannot be held responsible in case of dispute with the mobile application stores.

It is hereby reminded that the Customer remains solely responsible for the management of his subscription, including the implementation, if necessary, of the cancellation procedure. This procedure is accessible directly in the Customer's personal account in the Android or Apple store. The simple uninstallation of the DONIA application or the closure of the account does not entail the termination of the subscription.

### **Article 16 - Withdrawal period**

The Customer declares that he/she is fully aware of the provisions of Article L 221-28 of the French Consumer Code in its current version, which states that "the right of withdrawal cannot

be exercised for contracts: [...] 12° for the provision of accommodation services, other than residential accommodation, transport services, car hire, catering or leisure activities which must be provided on a specific date or during a specific period".

Consequently, by contracting via the DONIA application, he cannot claim to benefit from the right of withdrawal, which he expressly accepts without reservation.

#### **Article 17 - Unforeseen circumstances**

In the event of a change in unforeseeable circumstances at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the Civil Code, the Party who has not agreed to assume the risk of excessively onerous performance may request a renegotiation of the contract from its co-contractor.

However, if the change in circumstances unforeseeable at the time of the conclusion of the contract is definitive or lasts for more than THREE (3) months, the present contract will be purely and simply terminated in accordance with the terms and conditions defined in the article "Termination for unforeseeability".

#### **Article 18 - Force majeure**

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure within the meaning of Article 1218 of the Civil Code.

The party noting the event must immediately inform the other party of its inability to perform its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

The performance of the obligation is suspended for the duration of the force majeure if it is temporary. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the parties shall make every effort to resume normal performance of their contractual obligations as soon as possible.

To this end, the party prevented shall notify the other party of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act. If the impediment is definitive, the present contract shall be purely and simply terminated in accordance with the terms and conditions defined in the article "Termination due to force majeure".

#### **Article 19 - Termination of the contract**

##### **19-1 - Termination for unforeseen circumstances**

The termination for the impossibility of the execution of an obligation that has become excessively onerous may only take place, notwithstanding the clause Termination for failure

of a party to fulfil its obligations set out below, SEVEN (7) days after receipt of a formal notice declaring the intention to apply the present clause, notified by e-mail with request for acknowledgement of receipt or by any extrajudicial act.

### **19-2 - Termination for force majeure**

Termination by operation of law due to force majeure, notwithstanding the clause Termination for failure by a party to fulfil its obligations set out below, may only take place SEVEN (7) days after formal notice has been sent by e-mail with acknowledgement of receipt or any extrajudicial act.

However, this formal notice must mention the intention to apply the present clause.

### **19-3 - Termination for failure by a party to fulfil its obligations**

In the event of non-compliance with these general conditions which may have been negotiated between the Parties prior to their validation, the contract binding the Parties may be terminated at the discretion of the injured party.

It is expressly understood that this termination for failure by a party to fulfil its obligations will take place as of right SEVENTY TWO (72) hours after receipt of a formal notice to perform, which has remained, in whole or in part, without effect. The formal notice may be notified by e-mail with a request for acknowledgement of receipt or any extrajudicial act.

This formal notice must mention the intention to apply this clause.

### **19-4 - Provisions common to cases of termination**

It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of this agreement shall be validly put in default by the mere fact that the obligation is due, in accordance with the provisions of Article 1344 of the Civil Code.

In any event, the injured Party may seek damages in court.

## **Article 20 – Disputes**

In the case of a dispute between ANDROMEDE and a consumer Customer who has not received satisfaction or a response within two months, the latter has the right to have recourse free of charge, with the exception of the costs of representation by a lawyer and recourse to an expert opinion, to a consumer mediator for the amicable resolution of the dispute with ANDROMEDE.

The contact details of the Consumer Ombudsman are made available to the Customer on ANDROMEDE's commercial documents and may be communicated to the Customer on request.

THE REFERRAL TO THE CONSUMER OMBUDSMAN MUST BE PRECEDED BY AN ATTEMPT AT AMICABLE RESOLUTION OF THE DISPUTE BETWEEN THE CONSUMER CUSTOMER AND ANDROMEDE BY MEANS OF A WRITTEN COMPLAINT ADDRESSED TO THE CUSTOMER SERVICE OF THE APPLICATION ACCESSIBLE AT THE FOLLOWING ADDRESS: [contact@andromede-ocean.com](mailto:contact@andromede-ocean.com)

THE CONSUMER CUSTOMER MUST SUBMIT HIS REQUEST TO THE MEDIATOR WITHIN ONE YEAR OF HIS WRITTEN DECLARATION TO THE PROFESSIONAL. THE CUSTOMER WHO IS A CONSUMER CAN ACCESS THE EUROPEAN COMMISSION'S ONLINE DISPUTE RESOLUTION PLATFORM FREE OF CHARGE HERE: [HTTP://EC.EUROPA.EU/CONSUMERS/ODR](http://ec.europa.eu/consumers/odr).

ALL DISPUTES TO WHICH THE PRESENT CONTRACT AND THE AGREEMENTS RESULTING FROM IT COULD GIVE RISE, CONCERNING BOTH THEIR VALIDITY, INTERPRETATION, EXECUTION, RESOLUTION, CONSEQUENCES AND CONSEQUENCES, SHALL BE SUBMITTED TO THE FRENCH COURTS ACCORDING TO THE RULES OF COMMON LAW.

IN THE EVENT OF A DISPUTE WITH A PROFESSIONAL OR COMMERCIAL CUSTOMER, THE DISPUTES WILL BE SUBMITTED TO THE COMMERCIAL COURT OF MONTPELLIER.

**Article 21 - Applicable law - Language of the contract**

The present General Conditions and the operations resulting from them are governed exclusively by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.