

General Terms and Conditions of Use (" GTCU ")

Article 1. Application

These GTCU apply to the use of the Octopia Operator Portal, including its documentation, accessible at the following address <https://operator.octopia.com/> (hereinafter, the " **Octopia Operator Portal** ").

By connecting to and using the Octopia Operator Portal published by OCTOPIA, the User (hereafter the "**User**") is deemed to have read and to comply without reservation with the present GTCU.

OCTOPIA (MAAS society, a simplified joint-stock company with a capital of €10.000 - 1 cours Antoine Guichard, 42 000 Saint-Etienne - RCS Saint-Etienne 880 150 289) reserves the right to modify the GTCU at any time. As a result, the User must regularly consult the GTCU to be informed on any changes to these.

The creation of an account by the User on the Octopia Operator Portal shall imply the processing by OCTOPIA of personal data concerning the User under the conditions set out in the "Privacy Policy", of which the User declares that he/she is aware by validating his/her registration on the Octopia Operator Portal.

Article 2. User's obligations

In general, the User agrees not to make any use of the OCTOPIA OPERATOR PORTAL other than that defined in the present GTCU and which would in particular have the effect of harming OCTOPIA's interests in any way whatsoever.

The User undertakes to not directly or indirectly engage in any fraudulent, illicit, inappropriate or illegal activities when using the OCTOPIA OPERATOR PORTAL, where such activities include:

- interfering (by means of a device, software, programme or otherwise) with the proper function of the OCTOPIA OPERATOR PORTAL,
- attempting (by means of a device, software, programme or otherwise) to override any mechanism set up by the OCTOPIA OPERATOR PORTAL to detect or prevent the conduct of such activities,
- analysis, extraction or modification of the OCTOPIA OPERATOR PORTAL,
- testing the OCTOPIA OPERATOR PORTAL's vulnerability.

The User also undertakes to not distribute, sell or offer all or part of the OCTOPIA OPERATOR PORTAL to a third party.

The User acknowledges that he/she is solely responsible for the proper use of the technical elements of connection, for any activity carried out from his/her account and therefore solely responsible for any breach of his/her obligations.

Article 3. Intellectual Property

3.1. OCTOPIA is and shall remain the title holder and/or beneficiary of the right of use of all intellectual property rights, including all literary and artistic rights and all copyrights pertaining to its tools (which include the OCTOPIA OPERATOR PORTAL and its components), software, trademarks, drawings, models, images, texts, photographs, videos, logos, graphic charters, search engines, databases, methods, expertise and other elements used or made available to the User as part of its use of the OCTOPIA OPERATOR PORTAL (hereinafter **referred to as "OCTOPIA's Intellectual Property"**).

3.2. The User is granted a non-exclusive, revocable, personal and non-transferable right to use the OCTOPIA OPERATOR PORTAL worldwide.

3.3. Unless otherwise stipulated in the GTCU or OCTOPIA has given its prior written agreement, no part of OCTOPIA's Intellectual Property may be adapted, modified, arranged, corrected, copied, reproduced, downloaded, published, encoded, translated, transferred or communicated in any way whatsoever on any other advertising or communication medium, or for any commercial company whatsoever.

The present GTCU do not provide for the transfer or concession whatsoever of the copyright to any part of OCTOPIA's Intellectual Property and/or any intellectual property for which OCTOPIA has a right of use.

3.4. Any total or partial reproduction or representation of, or any act using OCTOPIA's Intellectual Property made without OCTOPIA's express consent is prohibited and shall constitute counterfeiting sanctioned by Articles L.335-2 and above of the French Intellectual Property Code in particular.

As such, the User shall refrain from any act or deed likely to directly or indirectly infringe on OCTOPIA's intellectual property rights.

The User undertakes to not overstep the authorisation that it has been granted by the present GTCU, in particular with regard to the obligations of confidentiality regarding OCTOPIA's Intellectual Property.

Article 4. Limitation of liability

OCTOPIA does not guarantee that the OCTOPIA OPERATOR PORTAL or its content shall be free of error or can be accessed without interruption.

In particular, OCTOPIA shall not be held liable for any interruptions to or dysfunction of the internet connection or mobile network stemming from outside elements that prevent access to the OCTOPIA OPERATOR PORTAL, even where these elements do not constitute an event of force majeure. In such case, the User may not claim for damages of any kind.

OCTOPIA is notably freed of its obligation to provide access to the OCTOPIA OPERATOR PORTAL in the event of any unforeseeable incident or case of force majeure as defined by the jurisprudence of French courts in application of Article 1218 paragraph 1 of the French Civil Code or due to any deed attributable to a third party or any other circumstance beyond OCTOPIA's control that would indirectly or directly prevent the latter from fulfilling its obligations.

ABSENCE OF DECLARATION OR GUARANTEE AND ABSENCE OF DAMAGES: THE ACCESS TO THE OCTOPIA OPERATOR PORTAL SUBJECT TO THE PRESENT GTCU IS PROVIDED "AS IS" AND WITHOUT ANY GUARANTEE, PARTICULARLY IN TERMS OF COMMERCIAL PERFORMANCE RESULTING FROM THE USER'S USE OF THE OCTOPIA OPERATOR PORTAL OR THE ACCURACY AND COMPLETENESS OF THE INFORMATION AVAILABLE ON THE OCTOPIA OPERATOR PORTAL. OCTOPIA HEREBY ACCEPTS NO EXPRESS OR TACIT LIABILITY, THE USE OF THE OCTOPIA OPERATOR PORTAL IS MADE AT THE USER'S OWN RISK, WITHOUT ANY GUARANTEE OF EVICTION BY THIRD PARTIES. OCTOPIA MAY NOT BE HELD LIABLE IN THE EVENT OF INDIRECT DAMAGE, INCLUDING ANY LOSS OF INCOME, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, LOSS OF INFORMATION, DATA LOSS OR NON-AUTHORISED ACCESS TO INFORMATION. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW.

Article 5. Confidentiality

The User undertakes to not transfer information about the OCTOPIA OPERATOR PORTAL to any third party without OCTOPIA's prior written consent (by email in particular).

As such, the User shall take all the necessary precautions with its staff or the companies that it may have contracted, in order to preserve the confidential nature of the information.

The information concerned by this obligation of non-disclosure includes but is not limited to all information provided in order to access the OCTOPIA OPERATOR PORTAL or any technical information not in the public domain.

This obligation of confidentiality shall remain in effect for a period of five (5) years as from the end of the User's use of the OCTOPIA OPERATOR PORTAL and Services.

Article 6. Applicable law and award of competence

THE GTCU ARE SUBJECT T FRENCH LAW. THIS APPLIES TO RULES OF SUBSTANCE AND RULES OF FORM, REGARDLESS OF WHERE THE SUBSTANTIAL OR ACCESSORY OBLIGATIONS ARE TO BE PERFORMED. IN THE EVENT OF A DISPUTE, COMPETENCE SHALL BE GIVEN TO THE COMPETENT COURT OF PARIS, EVEN IN THE CASE OF A PLURALITY OF DEFENDANTS OR OF THE INTRODUCTION OF THIRD PARTIES, AND EVEN FOR EMERGENCY OR PRECAUTIONARY URGENT OR ON-DEMAND PROCEEDINGS.