

## GENERAL TERMS AND CONDITIONS OF USE

### “PLATFORM BY REPORTING 21”

Version 1.2

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#### PREAMBLE

The General Terms and Conditions of Use govern access to and use of Platform. Platform is a software solution intended for professionals, enabling them to create, share, publish, view online questionnaires, respond to those questionnaires or request responses, save and reuse the responses from one questionnaire to another, as well as to benefit from associated information or, more generally, benchmarking tools, in the form of a service that can be accessed online via a remote link (said to be in “SaaS” mode).

CORITY grants the use of Platform to businesses, organisations, public or private entities. Using Platform requires a SaaS services contract to be entered into between CORITY and the Customer in question, the terms and conditions of which must be respected by the Customer.

Subject to the provisions of this Contract and in particular the subscription and payment for the services by the Customer in question, the appointees or staff of the Customer, any service provider or partner of the Customer or any third party may be authorised to use certain of Platform’s functionalities for personal use, for business requirements for the benefit of the Customer and in compliance with the contract binding said Customer to CORITY.

In the main, these functionalities involve the viewing of questionnaires, the ability to reply to them and then send them on to other users to obtain other responses, based on the settings defined by the Customer on Platform.

These General Terms and Conditions of Use detail the rules that apply to the use of Platform by all users. It is clearly stated that the use of Platform is subject to the prior acceptance of and compliance with these General Terms and Conditions of Use.

Please read through the provisions of these General Terms and Conditions of Use carefully. You may print them out and keep a copy.

#### ARTICLE 1. DEFINITION

“**Customer**”: refers to CORITY’s co-contractor. This may be the employer or business partner of the User, or any other third party entering into a Contract with CORITY authorising it to use Platform and for the User to use and benefit from certain functionalities of Platform, on the terms stated in the Contract and in these T&Cs.

“**Account**”: refers to the space created via Platform, reserved exclusively for a User in accordance with the T&Cs and allowing access to certain of Platform’s functionalities.

“**General Terms and Conditions of Use**” or “**T&Cs**”: refer to this document and to any other document to which it refers, particularly the Contract that governs relations between CORITY and the Users with regard to use of Platform, to the exclusion of any other document.

**“Contract”**: refers to the contract for SaaS services entered into between the Customer and CORITY, encompassing the terms and conditions for the SaaS services, i.e. mainly the right to access and use Platform in SaaS mode and associated services (support, maintenance, etc.).

**“Personal Data” or “PD”**: refer to any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier, or one or more elements specific to that person’s physical, psychological, genetic, mental, economic, cultural or social identity communicated to CORITY or which is accessible to it for the purposes associated with execution of the General Terms and Conditions of Use.

**“Statistical Data”**: refers to any information, publication and, generally, any item of data communicated, processed, stored, passed on by or in the name of a User in the context of the Platform, in particular the responses to questionnaires, on condition that this information has been anonymised in such a way that the Customer or User cannot be identified, or any other element allowing the identification of such data or its origin, with the exclusion of PD.

**“Customer Content”**: refers to any information, publication, post and, generally, any item of data communicated, processes, stored, passed on, created by or on behalf of the Customer via Platform that may be made available to the User, including, without limitation, questionnaires, indicators, calculated elements, responses.

**“User Content”**: refers to all data entered, recorded, added, shared, communicated by the User in the context of the use of Platform, such as responses to or comments about questionnaires, without this list being exhaustive.

**“Identifiers”**: refers to the User’s e-mail address and password for accessing his/her Account.

**“Party(ies)”**: refers, in the singular, to the User or CORITY and, in the plural, to the User and CORITY.

**“Platform by Reporting 21” or “Platform”**: refer to all of the services provided to Users through the “Platform” software solution detailed in article 6 “Services provided by Platform” of these T&Cs, hereunder, but also to the Customer in accordance with the Contract.

**“Premium Respondent ”**: refers to one of the Customer’s appointees or member of staff benefiting, under the terms and conditions set out in the Contract, from the use of Platform’s functionalities reserved for the Premium Respondent, such as saving the responses given to a questionnaire and their reuse in another questionnaire, whether created by the Customer or by another Platform user, authorised or not.

**“CORITY”**: refers to CORITY SOFTWARE INC., a corporation established under the laws of British Columbia, with a head office located at 250 Bloor Street East, 9<sup>th</sup> Floor, Toronto, Ontario, M4W 1E6, Canada.

**“User”**: refers, unless stated otherwise, to any natural person, appointee or member of staff of the Customer, service provider or partner of the Customer or any other third party (new business prospects, personally related to the Customer, etc.) benefiting, with the Customer’s authorisation, to certain functionalities of Platform, i.e. mainly the ability to respond to one or more questionnaires created by or stemming from Platform, to share questionnaires with other Users so that they respond to them within the limitations of the terms of the Contract and, in particular, subject to the express

acceptance of and compliance with Platform's General Terms and Conditions of Use and, in all instances, under the full responsibility of the Customer.

## **ARTICLE 2. SUBJECT**

These General Terms and Conditions of Use detail the rules that apply to accessing and using Platform. It is specified that use of Platform is subject to the prior acceptance of and compliance with these General Terms and Conditions of Use.

## **ARTICLE 3. SUBMISSION OF THE GENERAL TERMS AND CONDITIONS OF USE TO THE CONTRACT ENTERED INTO WITH THE CUSTOMER**

These General Terms and Conditions of Use govern the relations between CORITY and User regarding the use of Platform and the authorised use pursuant to and within the limits of a Contract entered into by CORITY with the Customer in question.

Any use of Platform that does not comply with the Contract and, more generally, any breach of the Contract by the Customer, will also be liable to result in all or part of the User's permission to use Platform being terminated.

## **ARTICLE 4. ACCEPTANCE / DURATION OF THE GENERAL TERMS AND CONDITIONS OF USE**

The reading and unconditional acceptance of these General Terms and Conditions of Use are imperative and are a condition to the User's access to Platform.

Prior to accessing Platform, the User will examine the General Terms and Conditions of Use and will indicate acceptance of the terms by selecting the acceptance button provided for this purpose at the time of creating an Account prior to accessing any Customer Content by way of Platform.

Through this acceptance, the User hereby acknowledges that he/she has examined the General Terms and Conditions of Use and expressly consents to their application in the context of the use of Platform.

These T&Cs become binding, once they have been accepted, for the entire duration of the User's use of Platform, unless stated otherwise in these T&Cs or in the Contract.

The General Terms and Conditions of Use Conditions are subject to change. Any modification to the General Terms and Conditions of Use will be the subject of a new request for acceptance of the relevant version of the T&Cs by any User wishing to continue using Platform, by selecting the acceptance button.

It is understood that any new version of the General Terms and Conditions of Use cancels and replaces the General Terms and Conditions of Use accepted previously by the User for the same purpose and still current, unless there are statutory provisions to the contrary.

## **ARTICLE 5. TERMS AND CONDITIONS FOR ACCESSING PLATFORM**

### **5.1 General**

Platform is accessible only to Users (i) authorised by the Customer in question who has entered into a Contract or who is authorised by another User, himself or herself authorised by said Customer bound by a Contract and (ii) having unequivocally accepted these General Terms and Conditions of Use.

The User is hereby informed that, at any time and for any reason, the Customer may implement any means allowing the termination, without notice, of a User's use of Platform or any of its services.

## **5.2 Technical requirements**

It is the responsibility of the User (i) to acquire all hardware, functional and recent software (especially operating software) enabling access to Platform; (ii) to ensure the maintenance and protection of said hardware and software; on the understanding that the cost of said hardware and software is to be borne solely by the User, as will any other costs (such as telecommunications charges in particular) incurred by their use.

The User states that he/she acknowledges the characteristics and limits of the Internet, in particular its technical performances, the response times to view material or to send data and the security risks associated with communication.

## **5.3 Creating a User Account and authentication**

In order to access and benefit from certain of Platform's functionalities and in particular those benefiting the Premium Respondent, the User must have a User Account and be identified by way of the Identifiers for said Account.

To create a User Account, the User must complete the online form provided for this purpose, which can be accessed via the "Create an account" icon.

In particular, to create an account, the User must provide an e-mail address and password corresponding to the characteristics indicated on Platform.

The User will then receive at the e-mail address indicated, an e-mail acknowledging receipt of the creation of a User Account, including an "activation" hypertext link enabling his/her User Account to be activated.

After clicking on said activation link, the User will be invited to connect to Platform using his/her e-mail address and password.

Until such time as the User Account has been activated by clicking on said link, the User will not be able to access the functionalities provided in the User Account. Should the User have not received the e-mail containing the activation link or has deleted it, this e-mail can be sent to the User again on request by clicking on the "Resend confirmation e-mail" available in the "Connect" tab for Platform.

Should a password be lost or forgotten, the User can request the reset of his/her password directly by clicking on the "Forgotten password" button available in Platform's "Connect" tab and he/she will receive the activation e-mail for the new password.

In the event of the loss or theft of his/her Identifiers, including should the User notice malicious use of his/her User Account, the User undertakes to notify CORITY without delay by requesting the renewal of his/her Identifiers by sending an e-mail to [support@platform.reporting21.com](mailto:support@platform.reporting21.com).

CORITY will then notify the User of the procedure enabling him/her to create new Identifiers to replace the Identifiers that have been lost, stolen or misappropriated.

In the event of the User not complying with the obligations stated above, access to Platform may be temporarily or permanently suspended, immediately and without notice, by means of the deactivation of the User's User Account in question, without prejudice to CORITY's other rights.

Without prejudice to the provisions of the Contract, the User may terminate his/her User Account at any time by sending an e-mail to this effect to support@platform.reporting21.com. Termination of the User Account will become effective within a maximum period of one month after receipt of said e-mail by CORITY. It is understood that the fees for Platform and, generally, the SaaS services related to Platform, will remain owed by the Customer, independent of any such termination, in accordance with the terms of the Contract.

#### **5.4 Receipt and opening of a hypertext link to a Customer Content**

To ensure the use of Platform by a limited number of authorised Users for the benefit of certain Customer(s) in accordance with the applicable Contract, access to Platform will only be possible after the receipt and opening of a hypertext link providing redirection to Customer Content operated on Platform pursuant to the Contract and limited to the access of said Customer Content and, where applicable, to the entry and sharing of User Content linked to said Customer Content.

This hypertext link will be communicated by CORITY via Platform to the User at his/her e-mail address, as indicated by the Customer or the User, as applicable, under the full and exclusive responsibility of said Customer or User.

The User undertakes not to access Platform by any means other than those provided by CORITY, without the prior express authorisation of CORITY by specific contract.

### **ARTICLE 6. SERVICES PROVIDED BY PLATFORM TO THE USER**

Platform enables the User to benefit from access to certain Customer Content and certain Platform functionalities made available to the Customer and as described in the Contract.

In a general manner, Platform consists of a software solution making it possible to create, view and share the Customer's questionnaires, as well as to collect, enter, save and reuse the responses to the Customer's questionnaires.

The User may access part of the Customer Content and Platform based on the settings for Platform and, in particular, the rights that have been granted to the User by the Customer, or by another User who himself/herself has been authorised to do so by the Customer.

Subject to these settings, the main functionalities accessible to the User may include:

- access to one or more items of Customer Content, mainly questionnaires created by the Customer via Platform;
- where applicable, if the Customer has authorised such a right to the User via Platform, the ability to share this Customer Content with other Users and in particular to invite them to respond to one or more questionnaires created by the Customer via Platform;
- the ability to respond to such questionnaires;
- the ability to view the responses given by all Users to the Customer's questionnaires.

### **ARTICLE 7. OBLIGATIONS/RESPONSIBILITIES OF THE USER**

In addition to the obligations incumbent upon him/her pursuant to the T&Cs, the User undertakes to comply with the provisions of this article.

The User undertakes to guarantee, indemnify and release CORITY from any liability in the event of a complaint, action, prosecution, adverse ruling from said prosecution resulting from the non-compliance by the User of the General Terms and Conditions of Use, any law or any right of a third party.

### **7.1 General**

The User undertakes to respect these T&Cs throughout the entire time Platform is used and, where applicable, beyond that time in specific cases mentioned in these General Terms and Conditions of Use or the applicable law.

In using the Platform, the User will refrain in particular from:

- disrupting or interrupting access to or the operation of Platform or of servers or networks connected to Platform, or to breach the requirements, procedures, rules or regulations of the networks connected to Platform;
- attempting to harm any user, host or network. This includes, without being exhaustive in any way, the fact, voluntarily or by negligence, of exposing Platform to any virus, to cause saturation or to overwhelm the server;
- attempting to access data/content not intended for the User, or to enter an account to which the User is not authorised to access;
- impersonating another person;
- attempting to probe, scan or test the vulnerability of a system or network, or attempt to breach the security or authentication measures without receiving the authorisation to do so;
- making modifications, adaptations, translations or reverse-engineering any part of Platform;
- conducting a business or encouraging any third party to conduct an illegal business or any other business that might infringe the rights of CORITY, its partners, its investors, its customers or any other user;
- transmitting or transferring (by any means whatsoever) information or software derived from Platform, in particular to any person unauthorised, expressly or otherwise by the T&Cs or the Contract and/or in violation of an applicable national or international law or regulation.

The User will ensure the accuracy of information relating to him/her on Platform. The User is required to notify CORITY without delay and, where applicable, the Customer, of any modification to this information.

### **7.2 Specific points associated with the use of Platform**

Without prejudice to any right that may be granted by the Customer, in accordance with the Contract, to share an item of Customer Content with other Users, the User acknowledges and accepts that the use of Platform is strictly limited to personal use for business needs for the benefit of the Customer.

The User is responsible for the confidentiality of the Identifiers and for any hypertext link referring to an item of Customer Content that he/she has received. The User undertakes to take all measures to ensure this confidentiality, by refraining, in particular, from communicating the Identifiers to anyone and from writing them down on any unauthorised document.

The User is entirely and exclusively responsible for the use of Customer Content and for any hypertext link referring to Customer Content, in particularly when the use of this content is not authorised by a third party. Subject to the undertakings made pursuant to the Contract, the liability of CORITY may not under any circumstances be invoked as the result of unauthorised access by third parties to Customer Content and, where applicable, to User Content as a result. Where applicable, the User and/or Customer will bear any consequences arising from this access.

The User will provide, under his/her sole responsibility, the information requested in the context of Platform and required to access to and use of certain services. The User acknowledges and accepts that it is forbidden to incorporate Personal Data in the responses/comments to questionnaires, with the exception of the User's identification details, if these are expressly requested.

In a general manner, the User is solely responsible for the quality, legality, relevance, completeness, truthfulness and updates of data, declarations and content that he/she transmits/makes for the purpose and in the context of the use of Platform. The User guarantees CORITY against any demand/complaint by third parties in this regard.

In particular, the User undertakes not to upload, post or send User Content via Platform and more generally any content (i) containing untrue, erroneous or misleading elements, (ii) containing defamatory, hurtful, violent or indecent elements, inciting hatred or harming the rights of third parties (iii) containing directly or indirectly a comment on the behaviour of any person, undermining respect for the human person and his/her dignity, (iv) relating to racial origins, about political, philosophical, religious or union-related opinions, or about the morals of any person, (v) attacking the internal or external image and the reputation of any entity and CORITY in particular, (vi) containing elements that present no link with the purpose of Platform and (vii) more generally breaching the provisions of the T&Cs and current laws and regulations.

The User is also solely responsible for any consequences arising from his/her sharing of Customer Content with other Users.

The User is forbidden to act in any way that is illegal or constituting fraud in relation to CORITY, the Customer, other Users or third parties, in particular other customers of CORITY.

The User acknowledges and accepts that the content/results accessible/obtained via Platform depend on the data entered/processed and the settings made, on the one hand by the Customer in the context of using Platform, and on the other of the User by selecting certain settings or by opting to respond or not to certain items of Customer Content, without any checks or action by CORITY in this regard.

With this in mind, the User is notified in particular that the documents, information, data or elements resulting from Platform are purely indicative, without guarantee of any kind other than that given by CORITY in the context of the T&Cs or the Contract, which the User acknowledges.

The User is solely responsible for the use of Platform and all of the activities carried out under his/her Identifiers or via any hypertext link referring to an item of Customer Content sent to him/her via

Platform. The User is solely responsible for the interpretation, analysis, use of the results/data/content obtained directly or indirectly through Platform, for any decision taken and any action implemented or inaction based on information contained or obtained through Platform and any damage that may result therefrom.

In all cases, the User remains solely responsible for the use that he/she makes of Platform that is contrary to the T&Cs, current laws and regulations, any other agreement to which he/she is bound with third parties, or as an unlawful method of proof.

## **ARTICLE 8. INTELLECTUAL PROPERTY – USE OF THE CONTENT ACCESSIBLE VIA PLATFORM**

### **8.1 Platform and its elements**

Platform is the exclusive property of CORITY.

Any degrading, as well as, in the absence of prior, express authorisation from CORITY, any representation, reproduction, modification, translation, commercial use, total or partial, of the various elements of Platform is forbidden and exposes the party(ies) thereto to criminal prosecution.

With this in mind, the User is forbidden in particular from:

- modifying or converting Platform into another programming language, decompiling or disassembling Platform for any purpose whatsoever;
- replacing Platform's protection system by any other equivalent system;
- reproducing Platform and its documentation, partially or totally, in instances not provided for in these T&Cs.

In a general manner, CORITY grants the User a free, personal, non-exclusive and non-transferable right to use Platform, subject to the prior acceptance of and compliance with these T&Cs by the User and of the Contract by the Customer, in particular regarding the payment of the monthly/annual payments to Platform by the Customer. All other rights are expressly excluded unless there is the prior written agreement of CORITY.

All of the content included or accessible on and/or through Platform, in particular all graphics, images, photos, drawings, maps, logos, names, brands, matrices, tables, curves, text and other documentations, databases and all other hardware or software are the exclusive property of CORITY or of third parties that have authorised CORITY to use them. Any reproduction, distribution, modification, retransmission or publication of these various elements, in whole or in part, is strictly forbidden, apart from cases that may be expressly authorised by CORITY or the third parties concerned.

### **8.2 User Content**

The User grants CORITY, free of charge, the right to reproduce, represent, adapt, translate, digitise or use the User Content (including content created via Platform with the aid of User Content) for the duration and sole purposes of supplying Platform, for the whole world, on any communication medium known now or yet to come.



In this context, the User accepts that CORITY will proceed to reformat, change the size, definition and coding of User Data for the purposes of verification and use, and will refrain from any action in the event of technical modification made to the content that it transmits.

Unless expressly agreed otherwise, particularly in the context of the “Public Publications” defined in this article, any reproduction, representation, distribution or publication of data, including User Data or results stemming from the processing of User Data or any other processing by Platform is strictly reserved for internal use for the Customer’s own requirements.

The User will defend, indemnify and hold CORITY harmless from any actions, complaints, claims or opposition from any person invoking a right of any kind over the User Content and, more generally, over the content created, used and shared by the User in the context of Platform and to which implementation of the T&Cs would have been detrimental.

### **8.3 “Public” posts of User Content**

Platform features functionalities that enable the Customer to post certain User Content on Platform that does not contain Personal Data (“Public User Content”) and to share it with Users or with other Platform users who are customers of CORITY.

In this context and based on the posting settings determined by the Customer, the User grants CORITY, free of charge, the right to reproduce, represent, adapt, view, modify, convert, enhance, consolidate, extract, translate and digitise Public User Content and, where applicable, to create derived works from it on any communication medium known now or yet to come, for the whole world, for the sole purpose and for the duration of the provision of Platform to any user.

### **8.4 Statistical data**

The User grants Cority and its affiliates an irrevocable, perpetual, nonexclusive, worldwide and royalty-free license to reproduce, present, disseminate, adapt, translate, digitise, sub-license, sell, use, extract, enhance, modify, exploit, supplement the Statistical Data and create derivative work of the Statistical Data on any existing or future communication medium for the purpose of carrying out analyses, studies and benchmarks that may be used by Cority and its affiliates, for internal or external use, for commercial or non-commercial purposes, including on Cority’s and its affiliates software and the Platform. All intellectual property rights in the analyses, studies and benchmarks will belong to Cority.

### **8.5 Customer/Third-Party Content**

In the context of Platform, the User can view and use content created and made available via Platform by the Customer, as well as Customer Content and content made available by other users (“Third-Party Content”).

The User acknowledges and accepts that the use of Customer/Third-Party Content is subject to the T&Cs and to compliance with any intellectual property rights held by said Customer or Third Party, as well as with the provisions of the applicable legislation.

As a consequence, the User undertakes to use the Customer/Third-Party Content for personal and non-commercial purposes only (i.e. that the marketing of derived products or services reproducing or incorporating the Customer/Third-Party Content is forbidden).

The User is also solely responsible for any consequences resulting from the viewing, sharing or use of any item of Customer/Third-Party Content and undertakes to obtain prior authorisation from the holder of the Customer/Third-Party Content before making any use of it that is likely to infringe the intellectual property rights of the Customer/Third-Party Content (removal (i) of any copyright or ownership statements, (ii) the modification, translation, creation of a derived work, reproduction and dissemination, except in the case of permitted use, as indicated on such Customer/Third-Party Content or by the applicable legislation).

## **8.6 CORITY Resources**

Depending on the licences subscribed to by the Customer, the User may use Platform to access reports, studies, analyses, benchmarks, files and other statistical documentation in any form (“Resources”).

The Resources are made available to the Customer on Platform at the total discretion of CORITY.

Some of the Resources proposed are based on analyses/studies by CORITY or its partners, produced from Statistical Data-type information communicated by customers of CORITY. The content and/or result of these Resources cannot therefore have the value of certification, conformity or any special guarantee.

Hence the Resources are and remain indicative at all times.

Unless there is express authorisation to the contrary, the Resources may only be used by the User for strictly personal purposes, to the exclusion of any competitive purpose or any other purpose likely to cause harm to CORITY.

## **ARTICLE 9. HYPERTEXT LINKS/EXTERNAL SOURCES**

Platform may include links to other websites or other online sources.

If CORITY uses one of these websites or online sources, it will be responsible for the compliance of undertakings stated in the General Terms and Conditions of Use or, where applicable, vis-à-vis the Customer only, in the Contract or any other CORITY contract applicable to said websites/external sources.

For other cases, insofar as CORITY is unable to control these websites and external sources, it cannot be held liable for making these websites and external sources available, nor may its liability be invoked under any circumstances on account of the content, advertisements, products, services or any other information or data available on or from these websites or external sources, in particular with regard to their current status, exhaustiveness and lack of errors. It is the User’s responsibility to proceed with any verification.

In addition, CORITY cannot be held liable for any damage or losses that take place or are alleged as a result of or in relation to the use of content or having trusted that content, or to the goods and services available on these websites or external sources that it does not use.

Any creation of links to Platform and, generally, any use of a component on Platform is subject to the prior express authorisation of CORITY. This authorisation may be revoked at any time and at CORITY’s sole discretion. CORITY reserves the right (i) to request the deletion of any link to Platform that has not been, or might no longer, be authorised, and (ii) to claim damages and interest by way of reparation for damaged suffered therefrom.

## **ARTICLE 10. LIABILITY**

CORITY may not be held liable for damage resulting from difficulties in accessing Platform caused by a disruption by the network operators or Internet access providers, network congestion, any failure in the Customer's and User's IT systems and equipment, as well as in the event of maintenance.

Unless stated otherwise in the description of Platform or in the Contract, CORITY does not guarantee that Platform will be free of anomalies, errors or bugs, nor that these can be corrected, nor that Platform will operate without interruption or breakdowns, nor that malfunctions will not occur that are attributable to third-party software or software that is not incorporated into Platform, nor that it is compatible with a particular piece of hardware or configuration.

The User may not lodge any complaint and/or action against CORITY in this regard, since CORITY is only responsible for the operation and/or conformity of the application to a reference tool within the limits of the Contract and that this is solely vis-à-vis the Customer.

In addition, the User acknowledges that he/she will use Platform, which is licensed to the Customer for the benefit of the User on the terms stated in the Contract for which payment is incumbent upon the Customer alone. This means that CORITY cannot be held liable for any damage that any User may suffer as a result of or within the context of using Platform and the functionalities/services that Platform provides.

Generally, CORITY informs the User that the Customer has confirmed that the User will comply with the terms of the Contract and with these T&Cs.

Also, Platform contains information provided by the Customer and third parties, where applicable through Platform. CORITY exercises no control over this information. As a result, CORITY declines all liability in the event of an error or omission in this information, as well as in the event of damage resulting from the use, access to or inability to use this information from the Customer and/or third parties.

In addition, CORITY declines all liability in the event of the non-conformity of the data and/or content with laws and regulations, public order or the individual requirements of the User.

CORITY guarantees only that the data entered by the Customer and the User will be faithfully reflected in Platform, subject to the User's access rights defined by the Customer and the settings made by the Customer and the User.

The results of the analyses featured in Platform are only the result of the analysis of the data entered/processed in Platform and accessible/selected/validated by the User in Platform. This means that CORITY cannot be held liable for any poor quality of reality of Platform's content, given that that content is based on data/indicators entered and/or selected by the User or taken from a third-party database mainly that of the Customer.

CORITY is also not liable for the conditions and effects of the assessment of the data/results featured in Platform.

Furthermore, CORITY cannot be held liable for any prejudicial consequences that may result for the User or for third parties, the Customer, its partners/suppliers, etc. from the use, analysis, interpretation or processing of content from Platform by the User or a third party.

CORITY reserves the ability to modify and/or remove content from Platform and to suspend or delete all or part of the services offered by the intermediary of Platform at any time and without prior notification to Users, within the provisions of the T&Cs and the Contract.

#### **ARTICLE 11. FORCE MAJEURE**

CORITY declines all responsibility for any failure to comply with any of its contractual obligations should a case of force majeure occur, as defined by article 1218 of the Civil Code and associated jurisprudence.

#### **ARTICLE 12. AGREEMENT ON EVIDENCE**

Acceptance of the T&Cs by electronic means has the same probative value between the parties as agreement on a paper medium.

The computerised records held by CORITY and/or its service providers under reasonable security conditions, are considered as proof of communication between the parties.

#### **ARTICLE 13. ASSIGNMENT OF THE CONTRACT**

CORITY reserves the right to transfer to any company of its choice all or part of the rights and obligations created between the User and CORITY under these T&Cs.

#### **ARTICLE 14. INDEPENDENCE OF CLAUSES**

Should any of the clauses of the T&Cs be declared null and void or non-applicable for any reason whatsoever, the other clauses will remain in effect.

#### **ARTICLE 15. APPLICABLE LAW AND COURTS WITH JURISDICTION**

Platform and these General Terms and Conditions of Use are governed by French law.

Failure to reach an amicable agreement and subject to imperative laws to the contrary, any dispute relating to these T&Cs will come under the sole jurisdiction of the competent Courts in Paris.