

GENERAL TERMS OF USE FOR VIPARIS SITES

1. DEFINITION

For the purposes of these general terms of use, the following terms beginning with capital letters have the definition provided below: "GTU" or "General Terms of Use" mean all the provisions provided for herein with the purpose of defining the procedures and rules for the access and use of the Sites published by VIPARIS as mentioned below. "User Account" means a space reserved for the user that can be accessed after signing up for our Services via a username and a confidential password, and which provides the user with access to certain Content on the Services. "Content" means, without this list being exhaustive, the structure/architecture of the Services, editorial content, videos, texts, sections, drawings, illustrations, photos, images, and sounds, as well as all other Content offered on the Services and/or any other element comprising the Services. "Contribution Areas" mean the contribution areas, forums, chat rooms, opinions, and comments that may be made available to users on the Services and hosted by VIPARIS and/or its service providers. "VIPARIS" means the company VIPARIS Le Palais des Congrès de Paris, a société par actions simplifiée (simplified joint stock company) with share capital of 6,400,352 EUR, with its registered address at 2 Place de la Porte Maillot, Paris (75017), France, which publishes the Services. "Site(s)" mean(s) the VIPARIS websites and applications published by VIPARIS, and in particular the public communication service(s) published by VIPARIS Group companies. "Service(s)" means the services available through the VIPARIS Sites and applications and published by VIPARIS.

2. SCOPE OF APPLICATION AND ACCEPTANCE OF THE TERMS OF USE

2.1. Acceptance of the General Terms of Use

The General Terms of Use are in French and are intended to apply exclusively between VIPARIS and any user wishing to access the Site and use the Services. Any connection to the VIPARIS Sites and any viewing and use of their Content shall take place within the framework of these GTU, whose purpose is to set out the terms of use of the Services and Content proposed on the Sites. Any access to one of the Sites automatically implies the full application and acceptance of the rules and conditions defined in these GTU. Users who refuse to accept these GTU agree not to access and/or use the Site.

2.2. Changes to the General Terms of Use

The applicable GTU are those in effect at the time of connection to and use of the Sites and/or accepted by the User upon creation of an account (hereinafter "User(s)"). However, VIPARIS may freely modify the GTU at any time to adapt them to changes in the Services and/or the use of the Services. They are deemed to be accepted fully by any User who accesses the Sites after they are published online. VIPARIS therefore encourages you to refer regularly to the GTU.

3. USER ACCOUNT

3.1. Registration and/or logging in

Users may be required to create and/or log in to a User Account prior to accessing certain Services. To create an Account, the User must follow a registration procedure, select a personal user ID and/or a password, and provide personal data (in particular his or her surname, first name, e-mail address, telephone number, etc.) that will subsequently be used to identify the User and facilitate access to the Services. In any event, the User agrees only to provide accurate and complete information and to update such information if necessary. The User specifically agrees not to use a pseudonym that could infringe the rights of third parties (in particular the use of another person's surname, brand, or works protected by copyright or related rights) in any capacity and on whatever grounds. When the User creates an account, VIPARIS may collect personal data in accordance with our information notices and personal data policies. These explain how personal data is processed and protected by VIPARIS when Users use the Services.

3.2. Confirmation of registration

Where a User creates his/her own user account, VIPARIS may automatically send the User an e-mail to inform him or her that the user account was created. However, VIPARIS shall not be liable under any circumstances in the event that VIPARIS does not receive the data required for creating a user account. VIPARIS shall not be liable if this data is partially illegible when it reaches VIPARIS due to incompatibilities or technical failures attributable to the User's installations (internet server, hardware, software, etc.).

3.3. Use of the account

The User's login ID and password are strictly personal and confidential. The User is solely responsible for the custody and use of this information. Any connection to the VIPARIS sites through a user account and/or transmission of data made by using a user account will be deemed to have been done by the User and under the User's sole responsibility. Passwords and links to the Sites sent in emails are confidential information intended solely for the attention of Users that must never be communicated to third parties. In case of loss or theft of the User's login ID and password, the User agrees to inform VIPARIS immediately in writing of the unauthorised use of his or her User Account and agrees to change his or her password.

4. EXTERNAL LINKS AND THIRD-PARTY SERVICES

The Sites may provide hypertext links or offer access to information, content, or services relating to other sites and may provide access to third-party services. The User expressly acknowledges that in no event shall VIPARIS be held liable for any information, content, service, or elements available on third-party sites or from third-party internet sources, or for any harm whatsoever, alleged or actual, to which access or use of such information, content, services, or elements available on third-party sites or from third-party internet sources may give rise. The specific terms of use and/or sale applicable to third-party services shall apply to any User accessing third-party services. Sites containing hypertext links to the present Site are not controlled by VIPARIS, which accepts no liability for the content thereof.

5. CONTRIBUTION AREAS

5.1. Reviews and comments

In case of the provision by VIPARIS of Contribution Areas and the possible use of the latter by the User, the User shall be free to discuss any topics that interest him or her, in compliance with the rules of decorum, courtesy and respect for others. VIPARIS does not carry out any advance checks on the content and/or comments placed online by Users. Any User who is the author of user content and/or comments is responsible for such content and therefore for everything he or she chooses to place online within the Contribution Areas.

5.2. Illegal content

In accordance with Article 6-I-7 of the French Law for Trust in the Digital Economy of 21 June 2004, any person may report at any time the publication on the Sites of any objectionable message that comes to his or her attention, in particular those related to the offences referred to in the 5th and 8th paragraphs of Article 24 of the French Law of 29 July 1881 on the freedom of the press and Articles 227-23 and 227-24 of the French Criminal Code. When using the Contribution Areas, the User agrees to publish only content and comments that comply with the legislation in force in France. The following types of content are specifically considered as illegal content: - content that is contrary to public policy or to accepted principles of morality; - content that is contrary to equality between men and women and to the protection of children and adolescents; - content encouraging minors to commit illegal or dangerous acts; - content encouraging the commission of crimes and/or offences or promoting the use of banned substances or promoting suicide; - content inciting discrimination or hatred against a person or a group of people due to their origin or the fact that they do or do not belong to a particular ethnic group, nation, race or religion; - defamatory content (attribution of an act that impugns the honour or reputation of the natural or legal person or entity against which the attribution is made); - content of an offensive nature (offensive expression, expression of contempt or invective); - content that, due to its nature, is likely to undermine respect for a human being or human dignity; - content inciting violence, particularly racial; - content promoting certain crimes, particularly murder, rape, war crimes, or crimes against humanity; - content that is racist, anti-Semitic, xenophobic, or that promotes revisionist history; - violent, obscene, or pornographic content; - paedophile-oriented content; - content that infringes personal rights, copyright, related rights, and trademark rights; - content that is harmful to the image and/or trademarks of VIPARIS.

5.3. Reporting illegal content

All Users have the option of reporting user content that they deem to be illegal through the "Contact" link or the contact email address provided at the bottom of the VIPARIS Sites, in menus, and in the VIPARIS policies. Users reporting illegal user content must provide the name of the User who published the objectionable content, describe the user content and/or comments requested to be removed (title, date and time of the message published online), and the reasons for which the request is being made.

6. INTELLECTUAL PROPERTY

6.1. Intellectual property rights to the Content on VIPARIS Sites

All elements of VIPARIS Sites (particularly the structure, all texts, photos, videos, data, displays, logos, trademark illustrations, and other elements reproduced) are reserved and protected under intellectual

property law for France and/or the entire world. VIPARIS grants the User a non-transferable, free, non-exclusive, personal, and private authorisation to use the Services and the Sites for a strictly personal use, in compliance with the terms of use laid down in these GTU. Any unauthorised use of all or part of the elements of the Services and Sites may give rise to legal action.

6.2. Intellectual property rights to the Contribution Areas

The User guarantees to VIPARIS that he or she has the necessary rights to publish and/or share the content and comments he or she publishes online via the Contribution Areas. "Rights" mean the rights under the French Intellectual Property Code, in particular copyright, trademark rights, and design rights to any existing or future medium. VIPARIS cannot be held liable under any circumstances for user content and/or comments that may be published by a User without the necessary rights to publish such objectionable user content. All Users assign VIPARIS a free and non-exclusive right, for the entire duration of the intellectual property from the time of transmission by any means of the user content and comments, and in particular literary and artistic property, the right to reproduce, represent, copy, transfer, modify, republish, communicate, distribute, and adapt, and, more generally, to use all or some of the user content and comments on the VIPARIS Sites and all related services for the purposes of promoting the activity of such Sites. These rights are assigned for the entire world for all uses on all media and by all transmission processes known or unknown to date. The User acknowledges and expressly accepts that some user content may be reformatted for the sole technical requirements of authorised operations; the User therefore assigns the necessary adaptation rights. The User acknowledges and expressly accepts that no use of the user content and comments as authorised hereunder may give rise to any compensation whatsoever (whether in kind or in cash).

6.3. Intellectual property rights relating to trademarks

Trademarks registered by VIPARIS Group companies are registered trademarks in France and other countries. More broadly, the use and reproduction of names and/or visuals registered by VIPARIS and VIPARIS Group companies are prohibited without its express consent. In a general manner, any unauthorised reproduction of trademarks, names of products, services, or companies mentioned on VIPARIS Sites may give rise to legal action.

7. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

When using the VIPARIS Services, Users may be asked to provide personal data or information in order to access Services requiring authentication, a contact reply, prospecting, or in order to manage and improve commercial relations. For more information on Site practices relating to the protection of personal data, please refer to our confidentiality policy on personal data as well as our cookies policies, or write to the following address: dataprotection@viparis.com.

8. GUARANTEE AND LIABILITY

The User acknowledges that VIPARIS has a best-efforts obligation to provide the Services and will make every effort to ensure accessibility to Sites and Services. This accessibility may be suspended due to maintenance or updates in order to ensure that the Sites function properly, without any obligation for VIPARIS to inform Users in advance of such suspension. VIPARIS offers no guarantee as to the risks of interruption or malfunction relating to connection, network and/or IT system congestion, intrusion by unauthorised third parties, and contamination by viruses on such networks and services. VIPARIS shall not be liable in the event of interruption or alteration of the quality of the Sites and Services as a result of unforeseeable circumstances or cases of force majeure as defined in Article 1218 of the French Civil Code and French case-law. As an example, exceptionally adverse weather conditions, natural catastrophes, fires and flooding, lightning, attacks, breakdown or blocking of electronic telecommunications networks, damage caused by viruses that cannot be eradicated by security means existing on the market, as well as any legal or regulatory obligation or obligation of public order imposed by the competent authorities and whose effect is to modify substantially these GTU are specifically considered as cases of force majeure. VIPARIS undertakes to make every effort to guarantee the truthfulness and accuracy of the information contained on all Sites but shall not be liable for the inaccuracy of such information or the use or interpretation made of such information by Users. In a general manner, the User shall hold VIPARIS harmless against any claim or action, and the possible financial consequences thereof, by any person, based on or resulting directly or indirectly from his or her actions, or arising from the use of the Sites, as well as any alleged violation of the GTU or regulatory provisions in force, and shall indemnify and hold harmless VIPARIS for any claim, including legal action, that might result therefrom. This guarantee covers any compensation that may be due as well as lawyers' fees and legal expenses within a reasonable limit.

9. LIMITATION OF LIABILITY

VIPARIS does not guarantee the performance and modifications of the Sites and Services that may occur due to the quality of the internet network and/or technical configurations that are beyond its control. VIPARIS shall not be liable for any direct or indirect damage, including inter alia losses of profit, customers, data, or any other loss of intangible assets, loss of earnings, or any other loss or damage that may occur due to the use or inability to access the Sites, even if VIPARIS has been informed of the potential for such damage. In the event that the liability of VIPARIS is incurred as a result of the breach of one of its obligations under these GTU, compensation would not apply beyond only direct, personal and certain damages, with the express exclusion of compensation for any indirect and consequential damage and/or loss such as financial losses, business losses, operating losses, loss of income, or loss of data.

10. RIGHT OF REPLY

This article applies only to the Sites defined as an online public communication services in accordance with Article 6 IV of French Law no. 2004-575 of 21 June 2004 for Trust in the Digital Economy. Any natural or legal person named or appointed on the Sites may request a right of reply from VIPARIS. Requests to exercise this right of reply must be sent in writing to the director of publication for the VIPARIS Sites. Requests must be sent by registered letter with acknowledgement of receipt no later than three (3) months following the publication on the VIPARIS Sites of the message that is the subject of the request. The request must contain the specific reference information for the message (in particular title, date, and URL address) as well as the wording of the disputed passages. The User must attach to this request the text of the reply he or she hopes to obtain, in writing, irrespective of the nature of the message that is the subject of the reply. Subject to compliance with the conditions governing the validity of the right of reply and the fact that this request must be legally justified, VIPARIS undertakes to publish the response under the same conditions as those of the message that is the subject of the request, while specifying that it is based on the right of reply, within three (3) days of receiving the request.

11. MISCELLANEOUS

If one or more of the provisions of the GTU prove to be illegal, invalid, or inapplicable for any reason whatsoever, the other stipulations shall maintain their full force and scope and shall remain applicable. The provisions declared to be non-existent shall be replaced the provisions that must closely resemble the content of the invalidated clause. Given the global scale of the internet network, Users agree to comply with all rules applicable in their country of residence.

12. LAWS AND COURTS

The General Terms of Use are governed by French law. ANY DISPUTE RELATING TO THE VALIDITY, TERMINATION, INTERPRETATION, OR EXECUTION OF THE GTU THAT CANNOT BE SETTLED OUT OF COURT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE PARIS COURTS TO WHICH THE PARTIES ATTRIBUTE JURISDICTION, EVEN IN CASE OF MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.