

# General Terms of Use

SAS ARSKAN

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ARSKAN SAS, a French company registered in the Lyon Trade and Companies Register (RCS Lyon 824 251 565), whose head office is located at 97 Cours Gambetta, 69003 Lyon (France), is developing a private professional platform called ARSKAN SILODATA, which allows users to visualize, exploit and share 3D data on the web and on the move.

The SILODATA platform is accessible in SaaS mode and through a web API.

It is hosted by SAS OVH, registered with the Lille Trade and Companies Register under number 424 761 419 00045, whose head office is located at 2 rue Kellermann, 59100 Roubaix in France.

The 3D data are hosted by AWS, whose registered office is located at 38 Avenue John Kennedy L 1855 99137 LUXEMBOURG

The present general terms of use prevail over any other terms.

## Article 1 Definitions

For the purposes of these Terms and Conditions of Use, the following words and phrases shall have the meaning given to them by the definitions set forth below:

« <i>Arskan MoveInside (AMI)</i> »	refers to the universal, plugin-free display device for visualizing massive 3D data.
« <i>ARSKAN Codec</i> »	refers to a progressive compressor and decompressor that reduces the weight of large 3D objects.
« <i>Technologies</i> »	refers to the technological innovations developed by ARSKAN, namely the SILODATA platform, the AMI and the ARSKAN Codec.
« <i>GTU</i> »	refers to the present General Conditions of Use.
« <i>User Account</i> » ou « <i>Compte</i> »	refers to the registration of the User on the Site; the account created which contains personal data.
« <i>Data</i> »	refers to the data sent by the User to the Platform
« <i>Data of a personal nature</i> »	refers to data allowing, in any form, directly or indirectly, the identification of the natural persons to whom they apply, whether the processing is carried out by a natural person or a legal person.
« <i>Company</i> »	refers to the company holding a User account on the SILODATA Platform and having access and use rights to the various services offered by the SILODATA Platform. The Company owns one or more silos and the 3D data they contain.

« <i>Metadata</i> »	refers to the data resulting from the use of the Platform by the User. For example: the number of Users, size of uploaded files, usage statistics (number of views, number of pointers....)
« <i>Object</i> » et « <i>Scenes</i> »	refers to a 3D model or an assembly of 3D models uploaded into the Platform.
« <i>P3DW</i> »	refers to the file generated by the ARSKAN CODEC 3D compression and decompression tool.
« <i>Platform</i> »	refers to the private professional platform named "ARSKAN SILODATA" or "ASD" allowing to visualize, exploit and share 3D data on the web and in mobility.
« <i>Payment Service</i> »	refers to the payment service of the partner STRIPE.
« <i>Silo</i> »	the personal file that gathers the 3D data of the Company.
« <i>Uploader</i> »	the loading by the User of a 3D file from his computer to the Platform and more precisely to his silo.
« <i>User(s)</i> »	refers to the User of the Platform Services. This may be the Company's representative holding a user account on the Platform, but also any person duly authorized by the Company to use the Platform Services.

## Article 2 Subject of the general conditions of use of the platform

The User benefits from the Services offered by the Platform subject to :

- Acceptance of these General Terms of Use by clicking on the "I accept the Terms of Use" button.
- Acceptance of the data privacy policy to which these General Terms of Use also refer.

The purpose of the General Terms of Use is to define the relationship between ARSKAN and the Users as well as the conditions of use of the Platform.

They may be modified at any time by ARSKAN.

Any modification of the GCU will be notified to the User who must accept them without reservation in order to continue to benefit from the services offered.

In case of disagreement with the modifications made, the User undertakes to stop using the Platform without delay.

The User declares that he/she is aware of the conditions under which the Services offered by the Platform operate, in particular through the present General Terms of Use.

The User acknowledges that he/she has understood the present General Terms of Use.

The User acknowledges that he/she is legally capable of entering into a contract, that he/she has satisfied the necessary technical requirements and that he/she undertakes to use the Platform in accordance with these General Terms of Use.

## Article 3 Platform Operation

### Article 3.1 Access and connexion to the platform

To connect to the Platform, the User must create a user account.

- At this stage, the User must provide :
  - - A login email
  - - A secure password containing :
    - 8 to 20 characters
    - a special character (% , # , ! , : , \* )
    - At least one capital letter
    - At least one number

In order to use the services offered by the Platform, the User must provide all the information required to identify the Company that holds the access and use rights to the Platform. To this end, he/she must fill in a "company form" and provide the following information :

- Legal form of the structure
- Address
- Intra-community VAT number
- VAT liability
- French company or under foreign law

The creation of the Company file is a prerequisite for subscribing to the various subscriptions offered by the Platform.

When registering, the user agrees to provide accurate information.

ARSKAN shall not be held responsible for any error, omission or false declaration by the User.

At each connection, the User enters his Login (email) and his secure password.

The Platform is continuously accessible via Browsers using WebGL 2 technology, for example :

- Chromium core browsers (Chrome, Opera, Microsoft Edge, etc.) or Firefox or Safari...
- Equivalents for mobiles

However, ARSKAN has no obligation of result.

It is not responsible for any malfunctioning, in particular concerning the network or servers. It declines all responsibility in the event of disruption and unavailability of the Platform.

It also reserves the right to suspend access to the Platform temporarily for its maintenance or improvement without being held liable in this respect.

## Article 3.2 The Silo

The User must create one or more Silos in order to use the Platform's services.

The Silo allows the User to collect 3D content from a computer or any mobile device.

The Silos and their contents are the property of the Company holding a User account.

The User mandated by the Company can under its sole responsibility share its silo(s) and its content(s).

In the event of termination of his subscription(s) according to the terms and conditions set forth in Article 4.5, the User mandated by the Company may transfer his silo(s) to a third party.

## Article 3.3 Data uploaded on the platform

The Platform is intended to **visualize, exploit and share** the data belonging to the Users.

The uploaded data remains the property of the Company.

However, the Company expressly agrees that the uploaded data may be compressed.

The initial data file is then permanently deleted from the Platform.

ARSKAN undertakes not to access the data contained in the Silos without the Company's consent, except in the event of breach of the regulations in force.

The Company and the User are solely responsible for the data in their Silo(s) and the use they make of it.

The Platform shall not be held responsible for any inappropriate use of the uploaded data.

## Article 3.4 Functionalities offered by the Platform

The platform allows users to Upload, to visualize, to exploit and to share data.

The technology associated with the platform comes from two patented technological bricks, namely:

- The AMI: A viewer called AMI allowing the visualization of massive 3D data on the web, in mobility and without bandwidth or external server constraints;
- The ARSKAN Codec: a progressive compressor and decompressor reducing the weight of large 3D objects. The objects are first compressed. The mesh is then progressively decompressed, for a fluid visualization and a reduction of the access time to the data. The technology brick will generate .p3dw files (property of ARSKAN).

In addition to the storage of 3D objects, the Platform offers the User the following additional tools:

- Tools for managing access rights to 3D projects in the form of precise roles defined by the Platform.
- Annotation tools: insertion of text, images, hypertext links and iframe links.
- Collaboration tools: shared visualization in real time allowing access to 3D objects to another user, in a collaborative and secure manner.
- Cutting tools for the realization of multiple plans and sections.
- Measurement tools.
- Etc

The Platform reserves the right to change or delete the tools made available.

## Article 4 Subscriptions

To use the Services offered by the Platform, the User must subscribe to one or more Silos.

### Article 4.1 Free "Discovery" Silos

Upon registration on the Platform, the User automatically obtains two (2) "Discovery" subscriptions giving him access to 2 Silos.

Each SILO Discovery subscription allows the User to upload 2 objects of a maximum size defined by the Platform.

The functionalities and tools of each SILO DISCOVERY are limited by the Platform.

## Article 4.2 Paid silos

In order to benefit from all the tools of the Platform, the User must take out a paying subscription.

The different types of paid subscriptions are described on the Platform.

The Platform reserves the right to unilaterally modify the existing subscriptions.

## Article 4.3 Subscriptions duration for paid silos

The subscription to a paying Silo is for a minimum period of one month from date to date.

At the end of the subscription period, the subscription is automatically renewed by tacit agreement.

## Article 4.4 Billing

The subscription(s) subscribed to are subject to a single monthly invoice regardless of the number of subscriptions subscribed to.

Payment is made in advance on the anniversary date of the Subscription. of the Subscription.

The invoice is accessible directly on the Company's account administered by the User.

## Article 4.5 Subscription cancellation

### Cancellation of the subscription by the User

The User has the right to unilaterally terminate the subscription without notice.

In case of termination of the subscription, the month started is due in full.

### Cancellation of the subscription by the Platform

The Platform also has the right to unilaterally terminate the subscription in the following cases:

- In the event of breaches attributable to the User, in particular in the event of non-compliance with one of the clauses of these GCU.
- In case of non-payment of a single term of the subscription.
- In case of illicit content present in the Silos held by the Company

Any breach found will be the subject of a formal notice sent by registered letter with acknowledgement of receipt to the Company identified as the owner of the Silo at the origin of the breaches found.

If the breach(s) persist(s) after a period of 30 days from the receipt of the letter, the Platform shall automatically terminate the Subscription.

Upon termination of the Subscription, access to the silo and the features offered by the Platform are suspended.

## Article 5 Integrated payment service platform

The Platform uses the electronic money issuance, use and management services of the STRIPE company, an authorized third party.

The payment of the subscriptions offered by the Platform are made by credit card or by direct debit via the STRIPE electronic money service and subject to the "Stripe Connected" Account Agreement.

By accepting these TOU, the User expressly accepts the STRIPE TOU and any amendments thereto.

The personal information transmitted by the User when paying for his subscription is not kept by the Platform.

The User expressly accepts that his personal data (surname, first name, bank details) be transmitted to STRIPE.

## Article 6 Rights and Obligations of the User

### Article 6.1 Protection of the User account

The User is solely responsible for the protection of his login (email) and password.

He alone must ensure their protection. He is therefore solely responsible for any connection to the Service or transmission of data made using his account and which will be deemed to have been made by himself or under his responsibility.

In the event that a dispute arises concerning the distribution of the login and password to third parties, ARSKAN shall not be held responsible.

In the event of loss or theft of the User's login or password, the User undertakes to notify the Platform by any means so that it can immediately cancel the User's login and password.

It is also the User's responsibility to provide accurate personal data when registering (the login or email address which must be valid and accessible).

The User is aware of and accepts the principle that any erroneous, invalid or misleading information provided by him/her at the time of registration or subsequently, would be characteristic of an attempt at fraud and would thus deprive him/her of his/her rights.



## Article 6.2 Compliance with the regulations and laws in force

The user must respect the laws in force.

He undertakes to ensure that the data Uploaded on the Platform and generally his behavior does not infringe :

- The rights of third parties (including intellectual property rights or industrial such as trademarks, designs, models, patents, databases, know-how ...);
- The laws and regulations in force.

The user acknowledges that he/she alone is responsible for the Silo and the use that may be made of it.

The same applies to the content of the silo of any kind.

The User is also responsible for the contents coming from third parties that could be visible on the 3D objects uploaded on the Platform and present in the silos.

Any breach by the User engages the responsibility of the company owning the Silo.

## Article 6.3 Professional and personal use of the Platform

The Platform is made available to professionals.

Its use is strictly reserved for professional use (B2B).

The User, as long as he has a subscription, can freely use the Platform and the tools provided for the needs of his professional activity, including to promote his own 3D data, products and/or services. The User agrees to clearly identify the Platform in its communication.

Any offender to the above provisions shall be subject to total, immediate and definitive exclusion from the Platform without notice or compensation, and shall be liable to prosecution.

## Article 6.4 Personal data protection and privacy policy

The personal data collected will be processed in accordance with the Privacy and Data Protection Policy.

In accordance with what the European Regulation 2016/679 of 27 April 2016 provides, the additional mandatory information on the protection of personal data is accessible from the homepage of the Platform.

The User must be aware of the Privacy Policy, read it and expressly accept it in order to use the Services developed by the Platform.

## Article 7 Reminder of the rights and obligations of ARSKAN

### Article 7.1 Obligation of means

ARSKAN is bound by an obligation of means with regard to access and use of the Platform.

It does not guarantee the availability of all the functions presented on the Platform or any technical malfunctions. It does not guarantee that any defects in the Platform will be corrected or that the Services or servers hosting it will be free of bugs.

### Article 7.2 Content uploaded to the Platform

ARSKAN assumes no responsibility for the content uploaded by Users on the Platform and in particular for the quality and legal compliance of the content, whatever it may be (text, sound, video, graphics, photos or other),

The Platform reserves the right to delete the said content after a formal notice has remained unanswered for 30 days and to terminate the subscriptions taken out under the conditions of article 4.5.

The Platform shall communicate, in accordance with its legal obligations and upon formal request from the legal authorities, the elements allowing the identification of the Users having contributed to such content.

## Article 8 Intellectual Property

It is reminded that the Platform, all software, information presentations, names, trade names, product or Service brands, inventions, and in general any creation accessible via the Platform, remain the exclusive property of their respective owners, namely ARSKAN in the first place.

All the programs, tools and functionalities provided by the Platform only confer to the User a simple right of use within the strict framework of his subscription(s).

The subscription does not confer any title or right of ownership.

The User is not authorized to, in whole or in part, copy, photocopy, reproduce, translate, extract the source code, modify, disassemble, decompile, create derivative works based on the programs or functionalities, or remove any identification of the owner's name without prior written authorization.

## Article 9 Applicable law and jurisdiction

The present general conditions of use are exclusively subject to French law.

Any dispute, including before the law, which may arise in connection with the use of the Platform shall be submitted to the Commercial Court of Lyon, notwithstanding multiple defendants or third party claims.