

GENERAL TERMS AND CONDITIONS OF USE

These are the terms and conditions that apply for the use for any of the compuBase web sites.

The connection to www.compubase.biz. - or to any other web site address and/or online service operated and/or hosted by compuBase, (including without limitation: www.compubase.biz; www.compubase.net; EasyStockOnline etc.) (hereafter, the "Site(s)") and their use are subject to the general terms and conditions of use below.

The Sites are hosted and edited by:

TECH COM S.A.S. a French *Société par Actions Simplifiée* registered under the number 349 157 594 with a share capital of 152 967,00 € with its registered office at:

1 rue de Terre Neuve, Mini Parc du verger bâtiment D,
91940 Les Ulis, France

and is represented by its CEO Jack Mandard.

For the avoidance of doubt TECH COM uses mainly its trade name and will be referred to hereinafter as 'compuBase'.

Following your acceptance of the general terms and conditions of use of the Sites thereby concluded between yourself (designated herein as "you" or "the member") and "compuBase".

1. Registration, Access, Security.

1.1 Registration. The request to register with the Site involves filling in completely, accurately and truthfully, the registration form on the available on the Sites. compuBase reserves the right to verify or instruct the verification of all or part of the information provided.

1.2 Access. The registration and the acceptance of the general terms and conditions of use are compulsory pre-requisites to using the site compubase.biz in member or subscriber mode. Once your registration is accepted, compuBase will issue you with a user ID and a password enabling you to change your personal information. You are responsible for the management and confidentiality of your user IDs and passwords to all of your accounts. Once registered on the platform you will have the status of member or subscriber.

1.3 Security. You agree not to disclose to persons other than those named in the registration, information that may enable them to access the Site through your account. You shall not use the Site and its services in any way which could be detrimental to the smooth running of the Site or try to bypass the security devices, rules and procedures of the Site or those of its suppliers and partners. If you notice or suspect any fraudulent or abnormal use of your accounts, you are required to notify compuBase as soon as possible.

1.4 Information collected and published. The Sites are designed for professionals in the IT and telecommunication sector and offer a free service to users of the service. In return the members accept that the so called public information is published and distributed under various free and paid for compuBase offers. For your part, you agree to provide compubase.biz with questionnaires as part of its requests for information; only professional information and in no case private information.

1.5 Information requests. When requesting information from compuBase, the email address, as well as any other information provided by the requester, is susceptible to be registered in the compuBase database, as reminded in the request form.

2. License, Intellectual Property.

2.1 License. The information provided to you through the Sites shall be used exclusively in the context of your professional activities as declared during your registration. compuBase grants you a revocable, non-exclusive, non-transferable and non assignable licence. You agree not to use any methods of copy or duplication of the contents of this site, not to resell under license nor to redistribute, in any form whatsoever, the content of the compuBase site, whether for commercial purposes or free of charge.

2.2 Intellectual Property. All materials - including but not limited to - any computer software (in object code, HTML code, and source code), any data or information developed or made available by compuBase or its suppliers, and any know-how, any methodology, any material and any process used by compubase.biz to provide you with the services on the site, as well as any copyrights, trademarks, patents, trade secrets and any other proprietary right thereto, are the exclusive property of compubase.biz or of its suppliers. The consultation or the reception of data entails no transfer of intellectual property rights in favour of the user. All trademarks mentioned in this site are the property of their respective owners.

3. Services, Support.

3.1 Services. compuBase agrees to take all reasonable care to ensure the proper functioning of the Sites, on the understanding however, that by express agreement, compuBase is bound only to an obligation of means to carry out its obligations under the contract governed by the present terms and conditions. Notably, compuBase does not guarantee uninterrupted operation of its services given the uncertainties, disturbances and/or interruptions inherent in the Internet network, as well as all technical elements over which it has no control. For reasons of maintenance compubase.biz may suspend its site and will endeavour to notify users in advance.

3.2 Support. The Site support service can only be contacted by email at the following address: support@compubase.biz.

4. Data, Third Parties.

4.1 Data. Product references and third party information provided as is. Some products referenced in compuBase are offered for sale by third parties: suppliers, wholesalers and manufacturers. compuBase does not sell, resell nor license any of these products, and declines any responsibility with regard to the information relating to the products referenced on its platform. compuBase Sites also contain links to other Internet sites. compuBase has no control over these sites and over the services that they are likely to offer, and specifies that it is in no way responsible for the use that you make of them, and any damage that may result from them. You acknowledge that you are fully aware of the fact that the information provided to you through the Sites is provided "as is" and "with all its defects, shortcomings and imperfections". compuBase gives no guarantee, express or implied, as to the accuracy, completeness or relevance of the information, including in the area of merchantability or fitness for a particular purpose; indeed, it is specified that compubase.biz is limited to compiling for the users of its site, the information provided and distributed by third parties, (notably manufacturers and wholesalers) and that it cannot be held liable in any way whatsoever for the accuracy of such information.

4.2 Access. To have access to the full functionality of EasyStockOnline, you must be the holder of access codes to the electronic networks of suppliers (wholesalers). The use of the codes is subject to the contractual conditions which bind you to a given supplier. You agree to outsource to EasyStockOnline, the management of information flows on the products, the prices and the availability to have them readily available on its site. The information will be treated as confidential information by EasyStockOnline. Nevertheless, you remain fully responsible for the access to a supplier's network and for the use that you are making of the data provided, as well as the damage that could result from them, EasyStockOnline acting on your behalf with the suppliers to provide you with the required functionality.

5. Limitation of Liability.

5.1 Neither compuBase, nor any of its employees, representatives or agents may be held liable for unauthorised access, whether accidental or fraudulent, to your servers or to your data files, programs or information, or for modification, theft or destruction, whether accidental or fraudulent, of said application or said data files, programs or information. compuBase may not be held responsible in any case, for any damage, whether foreseeable or unforeseeable.

5.2 The user searches, selects and interprets the data under its own responsibility.

5.3 In addition, it is clear that compubase.biz is in no way responsible for consequential damages such as financial or commercial damage, loss of clientele, loss of profits or any operating loss. You acknowledge that the Internet is not a 100% secure means of communication and that accordingly, compuBase can in no way guarantee the absolute integrity of the data sent through it. compuBase will make all reasonable efforts to ensure that the information displayed is as accurate as possible.

6. Guarantee, Compensation.

6.1 You agree to indemnify compubase.biz for any damage arising from the fraudulent, wrongful or negligent use of the access which you have been granted through your subscription, whether free of charge or paid, to the Site, by you or by any person acting under your responsibility or using your codes or authorisations that that were sent to you.

7. Purchase and Subscription

7.1 You can purchase online some of the services offered using the "purchase" function. First you will need to accept these general terms and conditions of sale which are annexed thereto.

7.2 For the other services of the paid site, not accessible with the purchase online option, please contact the sales department on +33 1 69 18 34 34.

8. Duration, renewal, termination.

8.1 compuBase may suspend your access to Sites and their services at any time and without notice if itself or one of its suppliers or partners discover information that legitimately lead it to believe that you are not fully respecting the present terms and conditions of use, this suspension continuing until full restoration of the fulfilment of said conditions.

9. Data Privacy.

9.1 Information regarding personal data. compuBase makes all necessary efforts to protect the privacy of its users by complying with the regulations in force. In accordance with the law on data protection and freedom of information (law no. 78-17 of 6 January 1978, as amended) and regarding to the European regulation 2016/679 of April 27, 2016 (GDPR) applicable on May 25, 2018. The file of our subscribers has been the subject of a declaration to the CNIL under no. 1269441 on behalf of compuBase. In order to be compliant with these laws we would like to make sure you are aware of the following:

- a. Your data is controlled by TECH COM S.A. - COMPUBASE a French *Société par Actions Simplifiées* with its registered office at 1 rue de Terre Neuve, Mini Parc du verger bâtiment D, 91940 Les Ulis, France and is represented by its CEO Jack Mandard.
- b. compuBase's core activity is to enhance business and exchanges between companies in the IT and telecommunication sector. The personal data are collected with the purpose of the commercialisation of studies and data on the IT and telecoms actors. compuBase's clients are companies belonging to this sector who use this information to inform their partners of the evolution of technologies and processing by compuBase is only and strictly professional and for the purpose of direct marketing and prospection related to its services as a database provider in the IT sector. The personal data processed is linked to your professional activity and for the purpose of legitimate interests regarding compuBase's core activity.
- c. The categories of personal data concerned by the processing (i.e. the type of information compuBase may have about you) are :
 - your name and surname ;
 - your position in your company ;
 - your business email address (which can be considered as personal data, if your first and last name are contained in the address) ;
 - your direct business phone number, mobile or fixed line.
- d. The personal data collected will be used by IT and telecom companies for commercial use and are intended for transfer to our clients. However, we ensure the data is only transferred in the European Union or to a country with adequate level of protection, or that our clients are bound by contractual clauses that warranty this level, pursuant to article 46-1.-c) of the GDPR and the standard data protection clauses provided by the European Commission.
- e. The data we process are stored for the time necessary to construct and improve our database and are provided to our clients for their prospection and direct marketing. We update this data regularly which means you may receive an email request again if we do a new data collection.
- f. Pursuant to the GDPR, you have the right to request compuBase for access to and rectification or erasure of your personal data or restriction of processing concerning your data and to object to processing, as well as a right to data portability;
- g. You have the right to lodge a complaint with a supervisory authority. In France, the supervisory authority for personal data is the CNIL, depending of your country of residence you might want to contact the supervisory authority of your own country ;
- h. The data processed by compuBase, including yours, may be subject to an automated decision-making process, as we sort and select the data according to our clients' needs. The criteria for this automated decision may vary, but are essentially based on the type of business you are working in and your position in your company.

9.2 Request regarding your data. Within the framework of its business, compuBase collects only information related to the professional activity, and the name of the contacts that appear on the company records only appear there in terms of the role that they have in the organisation; additionally, the information collected to contact these people is of a professional type only. Unless expressly opposed by you as indicated below, compuBase is authorised by you to use the "Member" information to offer you products or services that may be of interest to you. This use is extended to all compuBase companies or its trading partners for management and business activities. Your use of some of the Services can be subject to your registration for security reasons. If you no

longer wish for your name to appear or for your contact information to no longer be used, you can request a permanent unsubscription and suspension of current subscriptions by notifying compuBase by post at the address indicated above or by email at DataPrivacy@compuBase.net . For any request to modify information regarding companies, the representative(s) of the company shall use the update forms provided on the site. Any other request concerning legal persons must be made exclusively by mail with proof of the authority of the person making the request.

9.3 Communication of non personal data. In all cases compuBase will remain free to communicate to third parties, all non nominative information concerning the use of the Sites' services, in order to prepare reports on the user demographics, to follow the sales and traffic trends, and to observe other trends. The third parties to whom these data are transmitted may be located in France or abroad, in particular in a European Union member state.

9.4 Cookies.

For the functioning of its services, compuBase may use cookies and implant them in your browser in order to gather data and improve the services provided.

The cookies implanted in your browser are:

- a cookie linked to your company activity, based upon the information you provided, this cookie helps us with our statistics;
- a cookie linked to your account login and registration;
- a cookie linked to your IP country code, to determine where you are from;
- a cookie determining your browser's language, in order to display the website in an appropriate language,
- a cookie to determine whether you are logged in or not;
- a cookie to determine which parts of the website interest you the most and your activity.

In order to limit the use of cookies, you may change your browser's configuration, however some services are bound to cookies and may not work after you limited the cookie use:

Firefox : <http://support.mozilla.org/fr/kb/desactiver-cookies-tiers>

Internet Explorer : <http://windows.microsoft.com/fr-fr/windows7/how-to-manage-cookies-in-internet-explorer-9>

Chrome : <https://support.google.com/accounts/answer/61416?hl=fr>

10. Assignment.

10.1 This agreement will not be subject to any assignment or transmission, neither total nor partial, neither for consideration nor free of charge, by the user, without the prior written agreement of compuBase. Any unauthorised attempt would be void, and moreover could result in immediate termination of this contract by compuBase, as well as any compensation in its favour, if applicable.

11. Applicable Law, jurisdiction.

11.1 The present terms and conditions are governed by French law. Any dispute not capable of being settled will be brought before the competent Court of Evry, including in the case of summary proceedings, multiple defendants or third party proceedings.

12. Notifications.

12.1 To be valid, all notifications (except requests regarding data privacy) shall be made by registered letter with acknowledgement of receipt, to the address of domicile of the parties. In the case of Site, this is the address specified on the Site or in its terms of use. For the user, it is the most recent address provided to compuBase.

13. Copyrights

13.1 All the screens, graphics and other information on the Sites are either the property of the company compuBase or the property of companies in which compuBase has acquired the rights. Any reproduction, modification and distribution of these elements are prohibited without the written express prior agreement of its owner.

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