

## TERMS OF USE

### **1. Purpose**

These terms of use (the "**Terms of Use**") set out the terms of use of (i) the Virtual Reality Content Creation Solution accessible online and hosted by Uptale in *software as service* mode (the "**Solution**"), (ii) Uptale's website (the "**Site**") and (iii) any professional services available through the Solution or the Site (together with the Solution and the Site: the "**Services**").

These Terms of use are accessible and printable at any time by a direct link at the bottom of the home page of the Site.

The Services are accessible in whole or in part to any natural person who:

- uses the Services (the "**Admin**"), provided that (i) the company that employs such person has entered into a contract for the provision of the Services with Uptale (the "**Client Company**") and (ii) such person has been designated as a User by the Client Company;
- is not a Admin but views Experiences (as defined below) made publicly available by a Client Company on its own website (the "**Learner**").

(the Admin and the Learner being understood together as the "**User**").

The Terms of Use may be supplemented, if necessary, by terms of use specific to certain Services. In case of contradiction, the specific terms of use will prevail over these Terms of Use.

### **2. Service Provider**

The Services are provided by Uptale, a French *société par actions simplifiée* with a share capital of 40,871 euros, registered with the Trade and Companies Registry of Paris under number 832 172 175, whose registered office is located at 128 rue de la Boétie 75008 Paris (hereinafter: "**Uptale**").

Uptale can be contacted at:

Postal address: Uptale SAS, 128 rue de la Boétie 75008 Paris

Email: [hello@uptale.io](mailto:hello@uptale.io)

Phone Number: +33621211021

### **3. Acceptance of the Terms of Use**

The Terms of Use acceptance is materialized by the use of the Services by the User. The User who does not agree to be bound by the Terms of Use must not use the Services.

### **4. Description of the Services and access to the Services**

#### **4.1. Specifications**

In order to use the Services, the User must have Internet access. The costs of Internet access are borne by the User. The User must also have a technical environment that corresponds to the standard prerequisites described on the Site. It is the User's responsibility to update its hardware and software environment to access and use the Services.

#### **4.2. Description of the Solution and the Services**

The Solution allows the creation virtual reality content for training purposes (the "**Experiences**") and to visualize and share these Experiences so that other Users can immerse themselves and participate in said Experiences, via the Site or via another platform.

The Solution and Experiences are hosted by Uptale and are accessible online.

Depending on the contract between Uptale and the Client Company, Uptale may also provide additional services, identified as "professional services". On part of these professional services, Uptale may provide elements that it has created (the "**Deliverables**").

#### **4.3. Access to the Solution and to the Services**

The User may have access to different types of Services, depending on the status assigned to him by the Client Company. Thus, the User may, as the case may be:

- Follow Experiences: the User will then have the status of "**Learner**". The Learner does not have access to the Solution but only to the Experiences, which the Creators or Teachers choose to share via the customer area.
- Create Experiences: the User will then have the status of "**Creator**";
- Share Experiences and organize training sessions: the User will then have the status of "**Teacher**".
- Manage the accounts of Learners, Creators and Teachers: the User will then have the status of "**Administrator**".

The User may access the Services by using the username and password that will be provided to the User by Uptale or the Administrator allowing the User to access to its user account. The User undertakes to only make a personal use of his/her user account and not to allow any third party to use his/her account on its behalf, failing which he/she will assume full responsibility. It is the User's responsibility to ensure the confidentiality of his/her username and password. As such, he/she undertakes to modify his/her username and password regularly and not to reveal them to third parties.

Any connection to the profile from the User's ID will be deemed to have been made by the User him/herself. The User undertakes to contact Uptale at the email address indicated in Article 2 of the Terms of Use if he/she finds that his/her user account has been used without his/her knowledge. The User acknowledges Uptale's right to take all appropriate measures in such cases.

### **5. Warning**

The User undertakes not to participate in an Experience while driving or walking, or in any other situation during which participating in the Experience may impair his attention and prevent him from complying with safety rules, such as the highway code.

When participating in an Experience, the User must ensure that there is enough space to look around and must not attempt to move.

When immersed in an Experience, the User must take regular breaks. In case of nausea, discomfort, visual fatigue or vertigo, the User must immediately stop viewing the Experience.

If the User participating in an Experience has previously experienced heart attack, seizures or other risk factors, the User must consult a physician prior to participating in an Experience.

## **6. Obligations of the User**

Without prejudice to the other obligations provided for herein, the User undertakes to comply with the following obligations.

The User undertakes, when using the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

The User acknowledges having read on the Site the characteristics and restriction, in particular technical, of all the Services. He/she is solely responsible for his/her use of the Services.

The User acknowledges and agrees that the implementation of the Services requires that he/she be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she is solely responsible.

The User undertakes to make a strictly personal use of the Services. User shall therefore not assign, license or transfer all or part of its rights or obligations hereunder to a third party, in any way whatsoever.

The User undertakes to provide Uptale with all the information necessary for the proper performance of the Services. More generally, the User undertakes to cooperate actively with Uptale for the proper performance of these Terms of Use.

The User is solely responsible for the audio files, texts, photos, images, graphics, comments and other content (the "**Content**") that he shares when using the Services.

The User warrants that it has all the rights and authorizations necessary for the sharing of this Content.

The User warrants that such Content is lawful, does not infringe public order, morality or the rights of third parties, does not infringe any legislative or regulatory provision and more generally, is in no way likely to give rise to the civil or criminal liability of Uptale.

The User is shall not:

- use the Services to glorify crimes against humanity, to promote or encourage racial hatred, child pornography, violence, torture, xenophobia, revisionism, violation of human dignity, harassment, illegal betting activities;
- publish or more broadly make available Content that is defamatory, abusive or harmful to the image of a third party;
- publish or more widely make available infringing Content;
- publish or more widely make available Content that is false, misleading or promotes illegal, fraudulent or misleading activities;
- use the Services to promote prohibited or regulated products (such as tobacco, alcohol, gambling, medicines, firearms);
- publish or more widely make available Content harmful to thir party's or Uptale's computer systems or telecommunications systems (such as viruses, worms and Trojan horses);
- damage or disrupt the Services, servers and/or networks connected to the Services;

- modify, adapt or hack the Site or modify another site to imply that it is linked to the Site;
- use the Services to break into a third party's or Uptale's computer system of a or to carry out any activity that could damage, control, or interfere with any computer system of third parties or Uptale and violate its integrity and security;
- publish or more widely make available Content and statements that are harmful to Uptale's image or reputation;
- to collect or store Users' personal data unless this data processing is carried out in compliance with the applicable law on personal data, in particular the Data Protection Act No. 78-17 of 6 January 1978 ("**Data Protection Act**") and Regulation of the European Parliament and of the Council No. 2016/679 of 27 April 2016 on the protection of personal data.

The User undertakes to inform Uptale immediately of any complaint, claim or lawsuit concerning the Content.

## **7. User's Representations and warranties**

The User represents and warrants that:

- (i) it has the capacity, powers and any authority to access the Services;
- (ii) he is employed or acts on behalf of the Client Company;
- (iii) the statements made herein remain valid for the duration of the use of the Services. The User undertakes to inform Uptale immediately if any statement in this article proves to have been inaccurate at the time it was made or reiterated or ceases to be accurate.

The User shall indemnify and hold Uptale harmless against all claims, complaints, actions and/or proceedings whatsoever that Uptale may suffer as a result of the User's breach of any of its obligations or warranties under the Terms of Use.

The User agrees to indemnify and hold Uptale harmless from any liability for any damage, loss, demand, cost, expense, tax or levy (including any expert or legal fees) that it suffers in connection with the performance of its obligations under the Terms of Use, any action by any third party against it under the Terms of Use (or any related transaction) or as a result of the User's failure to comply with any provision of the Terms of Use.

## **8. Sanctions for non-compliance**

In the event of a breach of any of the provisions of the Terms of Use or, more generally, an infringement of the laws and regulations in force by a User, Uptale reserves the right to take any appropriate measure including, but not limited to:

- suspending or terminating User's access to the Services where User has committed the breach or infringement, or has participated in it;
- removing any Content or more broadly any Experience posted on the Site;
- publishing on the Site any information message that Uptale deems useful;
- notifying any relevant authority;
- taking legal action.

## **9. Uptale's obligations**

Uptale undertakes to provide the Services with care, being understood that Uptale is bound by a best efforts obligation (*obligation de moyen*).

As such, the Services are provided as is and without any express or implied warranty of any kind. In particular, Uptale cannot warrant that the Services will operate without interruptions and that they will be free of errors or viruses. It is the User's responsibility to set up an adequate protection system for his information system and backup of his data, intended to fight against viruses, contaminating elements, fraudulent access attempts and loss of data.

When the Content is exclusively created by the User, Uptale only acts as a hosting provider. In this case, it is only likely to intervene on the Content for purely technical needs related to the operation of the Services.

Consequently, Uptale cannot be held responsible for Content and Experiences whose authors are third parties, any possible claim must be directed in the first place to the author of the Content and Experiences in question.

Content and Experiences harmful to a third party may be notified to Uptale in accordance with Article 11, and Uptale reserves the right to take the measures set out in Article 8.

To the fullest extent permitted by law, Uptale shall not be liable for any loss of information accessible through the User's account, including Content and Experiences, and the User must save a copy and cannot claim any compensation in this respect.

Uptale undertakes to carry out regular checks to verify the functioning and accessibility of the Services. As such, Uptale reserves the right to temporarily interrupt access to the Services for maintenance reasons.

Uptale cannot be held responsible for temporary difficulties or impossibilities of access to the Services that would be caused by circumstances external to it, force majeure, or that would be due to disruptions of telecommunications networks.

Uptale does not warrant Users that the Services, being standard and in no way offered solely for a given User according to his own personal constraints, will specifically meet his needs and expectations.

Uptale's liability to the Client Company is solely governed by the provisions of Uptale's Terms and Conditions or the relevant contract entered into by the Client Company and Uptale.

## **10. Intellectual property rights**

The User acknowledges that the Solution, the Site, the Services and the structures, infrastructures, source codes, databases, know-how, methodologies, technologies, equipment, logo, graphics, user interface, photos, trademark, interactive elements or any other type of content used by Uptale to provide the Services, including any patent, copyright, trade secret and other proprietary right (the "**Intellectual Property Rights**") attached to the Solution, the Site, the Services and any deliverables provided by Uptale to the Client in accordance with the Services are and remain the exclusive property of Uptale.

### **10.1. License on the Solution**

Uptale grants the User, within the limits of the quality attributed to them in accordance with Article 4.3, a personal, non-exclusive and non-transferable right to use the Solution, the programs associated with it and any deliverables, for internal use and for the sole needs of the User acting for the Client Company, for the duration of his access to the Services, authorizing remote access and use of the Solution hosted by Uptale.

Uptale remains the sole owner of the Intellectual Property Rights relating to the Solution, the associated programs and the deliverables. The Terms of Use do not entail any transfer of Intellectual Property for the benefit of the User.

The User undertakes not to (i) distribute, rent, sublicense, assign (either directly or as a result of another legal transaction) or transmit all or part of the Solution, the programs associated with it and/or the deliverables or its limited right of use; (ii) attempt to decompile, disassemble, or reverse engineer the Solution, associated programs and/or deliverables, even when such acts are essential to obtain the information necessary for the interoperability of the Solution, the associated programs and/or deliverables with other software, such information being accessible to the User from Uptale upon express request; or in any other way attempt to access the source code of the Solution, associated programs and/or any deliverables, or to take any action that infringes Uptale's Intellectual Property Rights; (iii) develop or have developed by a third party, any software derived from or based on the Solution, the programs associated therewith and/or the deliverables; or (iv) modify the Solution, associated programs and/or deliverables without Uptale's prior written consent.

### **10.2. License on certain elements of the Solution**

The Solution includes elements including interactive features and elements (such as stars and tags), which the Creator can incorporate into their Experience. In order for the Creator to have full disposal of the Experience, Uptale grants the Creator on a non-exclusive basis, for the duration of the corresponding Intellectual Property Rights and for the whole world, the rights of reproduction, representation, use, modification, translation and adaptation of the said elements it holds, as incorporated into the Experiences.

### **10.3. License to User Uploaded Content**

The Content created or uploaded by the User is owned and controlled by the User.

In order to enable Uptale to provide the Services, the User grants Uptale, free of charge, a right to access, use, reproduce, represent, store, adapt the Content and all the data it communicates, non-exclusive and sublicensable, for the duration of the Intellectual Property Rights and for the whole world.

This license includes all rights necessary to enable Uptale to provide the Services.

It is the User's responsibility to ensure that he has the necessary rights and authorizations to disseminate, distribute and exploit his Content.

The Intellectual Property Rights of the Content created by the User belong to the User and remain his property.

## **11. Reporting Illegal Content**

With the exception of Content that is created by Uptale, Uptale only acts as a hosting provider as defined by the law n°2004-575 of June 21, 2004 (the "**LCEN**"). Uptale is therefore not obliged to monitor Content and Experiences and has no knowledge of Content and Experiences.

In accordance with Article 6-I-7 of the LCEN, Uptale provides Users with an easily accessible and visible device allowing them to report to Uptale Content that glorifies crimes against humanity, incites racial hatred or child pornography.

Such content may be reported by writing to the following email address: [hello@uptale.io](mailto:hello@uptale.io) or by clicking on the link provided for this purpose and indicating the date, the identity of the User, the URL address of the reported content, its description and the identification of the author.

The User is informed that Uptale must then inform the competent public authority without delay of the presence of the illegal content reported to Uptale.

In accordance with Articles 6-I-3 and 6-I-5 of the LCEN, Uptale is held to remove illegal content, or to make access to such content impossible, as soon as Uptale becomes aware by notification of the presence of such content.

Such notification must be made in writing to the following email address: [hello@uptale.io](mailto:hello@uptale.io) and contain the following:

- the date of notification;
- if the notifier is a natural person: surname, first names, profession, domicile, nationality, date and place of birth;
- if the notifier is a legal person: its form, name, registered office and the body that legally represents it;
- a description of the facts in dispute and their precise location;
- the reasons why the content must be removed, including mention of legal provisions and justifications of facts;
- a copy of correspondence addressed to the author or publisher of the disputed information or activities requesting its interruption, withdrawal or modification, or justification that the author or publisher could not be contacted.

Content improperly notified as illegal for the purpose of obtaining its removal may give rise to civil and/or criminal liability on the part of the author of such notifications.

The User is informed that Uptale may be legally compelled to communicate Content or information in its possession concerning the User in accordance with (i) applicable law and (ii) court orders requiring the communication of personal data in the context of an investigation.

## **12. Third Party Links and Sites**

Uptale can in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including any partners) to which the User would access through the Services.

Uptale bears no liability for the content, advertising, products and/or services available on such third-party Sites and mobile applications, which are governed by their own terms of use.

Uptale is also not liable for transactions between the User and any advertiser, professional or merchant (including any partners) to whom the User would be directed through the Services and can in no way be a party to any disputes whatsoever with these third parties concerning in particular the delivery of products and / or services, any warranties, representations and other obligations to which such third parties are bound.

## **13. Technical rules**

In order to ensure the smooth operation of the Services, the User must comply with the technical indications given by Uptale. These indications are subject to change according to technical adjustments and needs related to the operation of the Services, in particular concerning the storage of Content.

More generally, Uptale may, from time to time, be required to delete Content if its technical characteristics cause technical difficulties involving major disruptions to the operation of the Services.

## **14. Duration of Services – termination**

To the fullest extent permitted by law, Uptale may automatically terminate access to the Services and the Site in case of breach of the Terms of Use by the User.

In the event that the User is no longer an employee or collaborator of the Client Company, or that the Client Company removes the User's access, the User will no longer be able to access the Services. Similarly, in the event of termination of the contract between the Client Company and Uptale, the User will no longer be able to access the Services.

## **15. Personal data**

### **15.1. Personal data collected by Uptale for the purposes of providing the Services**

#### *15.1.1 Data controller - Data collected and purposes*

Uptale collects the surnames, first names and email addresses of Users for the purposes of creating user accounts. This processing is part of Article 6(1)(b) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data (the "GDPR") under which processing is lawful when it is carried out for the performance of a contract.

In addition, Uptale collects the surnames, first names and email addresses of Public Users when they access an Experience in order to send them emails for commercial prospecting purposes, insofar as the latter have given their consent to such prospecting.

Each computer connected to the Internet has an IP address. As soon as a User browses the Site, Uptale collects the User's IP address in order to analyze traffic on the Site and to monitor the User's activity on the Site to ensure that the User does not perform acts likely to violate the Terms of Use. This processing falls within the scope of Article 6(1)(f) GDPR, according to which processing is lawful where it is necessary for the purposes of the controller's legitimate interests.

Uptale thus acts as data controller within the meaning of the GDPR of Users' personal data collected in connection with the use of the Site by Users. Uptale's registered office and contact information are detailed in Article 2 of the Terms of Use.

#### *15.1.2 Recipient of the collected data*

The data collected is processed exclusively by Uptale and its service providers. In addition, in order to provide the Services, Uptale may use third parties, who act as processors. This includes processors established outside the European Union or the European Economic Area, in which case, Uptale ensures that adequate measures are in place to protect Users' personal data, including through European Union standard contractual clauses between Uptale and the processor.

#### *15.1.3 Users' rights*

The User is informed that he has a right of access, rectification, deletion of his personal data, portability, as well as a right to restrict the processing.

The User also has the right to object to processing if the processing is based on Uptale's legitimate interest.

Insofar as the processing of your personal data is based on consent, the User has the possibility to withdraw his consent at any time, without this affecting the lawfulness of the processing carried out prior to the withdrawal of his consent.

In accordance with Article 12.5 of the GDPR, Uptale may refuse to grant the User's request if it is manifestly unfounded or excessive.

In accordance with Article 40-1 of the Data Protection Act, the User may define the guidelines relating to the storage, erasure or communication of his personal data after his death. If it is a question of general directives concerning all of his personal data, these may be registered with a trusted digital third party certified by the Commission Nationale de l'Informatique et de Libertés



(CNIL). If these are specific instructions regarding the personal data collected by Uptale, these are stored with Uptale. The User may modify or revoke his instructions at any time.

The User has the right to lodge a complaint with a competent supervisory authority within the meaning of the European Data Protection Regulation and applicable laws if he considers that his personal data is being processed in contradiction with the European Data Protection Regulation. For this, the User can contact the Commission Nationale Informatique et Libertés (CNIL), whose contact details can be found at the following address: [www.cnil.fr](http://www.cnil.fr).

#### *15.1.4 Uptale's use of cookies*

As part of the use and navigation on the Site, Uptale may use cookies to (i) facilitate navigation on the Site, (ii) compile statistics that are stored on the device used by the User to connect to the Site and (iii) send the User information that may be of interest to him.

A cookie is a text file that may be stored in a dedicated space on the hard drive of the User's terminal (computer, tablet, smartphone, etc.) when consulting the Site. This file allows its issuer to identify the terminal in which it is registered and thus to track the User's activity, and to remember information, such as preferences or information previously entered in the forms on the Site during the period of validity or registration of the cookie. Some cookies are essential for the use of the Site, others make it possible to optimize and personalize the content displayed, and others finally, to display advertisements.

During the first visit to the Site, a banner informs the User of the presence of cookies and invites him to make his choice. Non-technical cookies are only placed on the User's terminal in the event that he accepts them.

In addition, the User can set his device to save or refuse cookies, either according to the issuer of cookies, or systematically. The User can also set his device so that the acceptance or refusal of cookies is offered punctually.

#### *15.1.5 Retention of personal data*

The User's personal data are kept as long as the User accesses the Site as well as during the applicable legal prescription and/or conservation and archiving period imposed by the regulations in force.

#### *15.1.6 Contact person for the exercise of the User's rights*

To exercise their rights in the context of the processing implemented by Uptale in their capacity as data controller, the Users may contact Uptale at the following addresses:

Email: [hello@uptale.io](mailto:hello@uptale.io)

By mail: Uptale SAS, 128 rue de la Boétie 75008 Paris

## **15.2. Personal data processed by the Client Company in the context of Experiences**

Other processing of personal data, such as, for example, data processing in the context of Experiences, carried out in connection with the use of the Services is carried out under the responsibility of the Client Company. For more information, the User can contact the Client Company.

## **16. Changes**

Uptale reserves the right to modify the Terms of Use at any time.

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The User will be informed of these changes by any useful means.

The User who does not accept the modified Terms of Use must unsubscribe from the Services.

As an exception to the foregoing, Uptale may unilaterally modify the Terms of Use to take into account technical developments.

Any User who uses the Services after the entry into force of the amended terms and conditions is deemed to have accepted these changes.

### **17. Validity**

If any of the articles of the Terms of Use were declared null or inapplicable by any court whatsoever and this by a final decision, this article would be deleted to the extent of the provisions affected by nullity without resulting in the nullity of all the GCU of which all the other articles will remain fully in force.

### **18. Governing Law and Jurisdiction**

These Terms of Use are governed by French law.

In the event of a dispute over the validity, interpretation and/or execution of these general terms and conditions, the parties agree that the courts within the jurisdiction of the Paris Court of Appeal shall have exclusive jurisdiction to judge, unless mandatory procedural rules to the contrary apply.

In accordance with Articles L.611-1 of the Consumer Code, the Learner is informed that he may have recourse to conventional mediation or an alternative dispute resolution system as provided for in the Consumer Code to resolve a dispute between him and Uptale.

### **19. Entry into force**

These terms and conditions came into force on October 1<sup>st</sup> 2024.