

## **User Terms of Use UNLOCKTME**

**Version of the 01/01/2022**

### **1. Scope and Object**

Unloctme is a website that allows a user (the “**User**”) to access and download content through a URL hyperlink made available to the User by a third party using the Unloctme mobile application (the “**Uploader**”).

The website is made available by UNLOCKT.ME , a French registered company with a social capital of 1.000€, with its head office located 14, rue Charles V, 75004, Paris, France, registered in the Paris Trade and Commerce Register under number 922 040 647 (hereinafter “**Unloctme**”, “**we**”, “**us**”, “**our**”).

These User Terms of Use (hereinafter the “**Terms of Use**”) are an agreement between Unloctme and User and define the conditions of access and use of a Download Page by User.

The Terms of Use are accessible at any time on any Download Page and will prevail on any contradictory document.

### **2. Definitions**

**Content:** Any content made available on the Download Page by Unloctme, apart from any File.

**Data Protection Laws :** means (i) the Regulation (EU) 2016/679 (General Data Protection Regulation) of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as currently in effect and as may be amended from time to time, France’s Law no°78-17 of 6 January 1978 on data processing, files and freedoms and any regulation(s) that complete or replace such law and France’s Law no°2018-493 of 20 June 2018; (ii) where applicable, regulations adopted within the European Union and local laws that may apply to Personal Data processed within the scope of these Terms of Use.

**Download Page:** Webpage accessible with a dedicated URL address sent to the User by an Uploader, from which the User can access and download a File against a payment.

**File:** File that a User can download thanks to the Services, under the terms in Article 4.

**Parties:** Unloctme and the User, together.

**Services:** File transfer service provided by Unloctme to the Uploader.

**Stripe:**

For Users based in the United States of America: Stripe, Inc., a Delaware registered corporation, headquartered at 185 Berry Street, Suite 550, San Francisco, CA, 94107, USA.

For Users based in the European Union: Stripe Payments Europe, Ltd, an Irish Private Company Limited by Shares, headquartered at A&L GOODBODY, IFSC, North Wall Quay, D01 H1O4, Dublin, Ireland.

For Uploader based in the United Kingdom: Stripe Payments UK, Ltd, a UK registered private limited company, registered at 9th Floor, 107 Cheapside, London, EC2V 6DN, United Kingdom.

Other entities may be applicable when Uploader resides in another country. More information at <https://stripe.com/fr/legal>.

**Uploader:** Any natural person that uploads a File and makes it available through a Download Page.

**User:** Any natural person that accesses a Download Page to access and download a File.

### **3. Agreement to the Terms of Use and Modification thereof**

#### **3.1 Binding Agreement**

These Terms of Use are a contract between the User and Unlocktme. Access to and use of a Download Page by the User are subject to express prior agreement to these Terms of Use by the User. If the User refuses to agree with the Terms of Use, the User shall not use any Download Page nor benefit from the Services.

#### **3.2 Modifications**

Unlocktme can modify these Terms of Use at any time, without notice. The revised terms will enter into force at the moment of their acceptance by the User. The Terms of Use are available for review at any time through any Download Page. The User is informed and agrees that if it fails to accept any modified Terms of Use, the User will not be authorized to use any Download Page nor benefit from the Services.

#### **3.3 Change in Law**

If any provision of these Terms of Use becomes void due to a change of legislation or regulation, or is declared void by a decision of justice, it will not affect the validity and obligation to respect other provisions within these Terms of Use.

#### **3.4 Prohibited Uses**

User shall not do, nor shall it authorize any person or entity to do, any of the following:

- (1) use a Download Page for any purpose or in any manner not specifically authorized by this agreement;
- (2) make any copies or prints, or otherwise reproduce or print, any portion of a Download Page, whether in printed or electronic format;
- (3) distribute, republish, display, post, or transmit any portion of a Download Page;
- (4) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble a Download Page or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Download Page or any software, documentation or data related to a Download Page;
- (5) modify, adapt, translate, or create derivative works from or based upon any part of a Download Page, or combine or merge any part of the foregoing with or into any other software, document, or work;
- (6) refer to or otherwise use any part of a Download Page as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those provided by Unlocktme;
- (7) remove, erase, or tamper with any copyright, logo or trademark notice printed or stamped on, affixed to, or encoded or recorded in a Download Page, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of confusing an individual as to Unlocktme's rights in the foregoing;
- (8) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of a Download Page without our express prior written consent (which may be withheld by us for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as we, in our sole discretion, deem desirable);

- (9) use a Download Page to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this agreement;
- (10) use a Download Page to store, receive, or distribute any information in violation of any applicable law or otherwise use a Download Page to break or violate any applicable law, regulation, ordinance or guideline;
- (11) diminish or infringe any intellectual property rights in and to a Download Page or impair or interfere with any copyright protection mechanisms, copyright management information systems or digital identification devices employed in association with the foregoing;
- (12) cause a Download Page to defame or infringe the rights of any other person, including intellectual property rights (for example, any patent, trademark, trade secret, copyright, or other proprietary rights) or rights of publicity or privacy;
- (13) promote, condone, or incite violence, dangerous acts, discrimination against individuals or groups based on race, ethnic origin, religion, disability, gender, age, nationality, political affiliation, or sexual orientation/gender identity or any other protected characteristic, or threaten, harass, or bully any person or collect, store, receive, process, use, disclose, manipulate, track, or distribute any File or data that does any of the foregoing;
- (14) download any type of unlawful content, including child-pornographic content, or any content including rape scenes or any kind of sexual assault of any kind;
- (15) act in a manner that is illegal, discriminatory, derogatory, hateful, abusive, racist, fraudulent, defamatory, libelous, unlawful, harassing, violent, or threatening;
- (16) collect, store, receive, process, use, disclose, manipulate, track or distribute any computer viruses, worms, trojan horses, back door, trap door, time bombs, malware, or other malicious code;
- (17) use any device, software, methodology, or routine to interfere with or disrupt a Download Page or the servers or networks connected to a Download Page by trespass or burdening network capacity;
- (18) restrict or inhibit any other person from using a Download Page, including without limitation by means of "hacking" or defacing any portion thereof;
- (19) use any robot, spider, other automatic device, or manual process, to "screen scrape," monitor, "mine," or copy any portion of a Download Page;
- (20) attempt to do or assist any party in attempting to do any of the foregoing.

Although Unlocktme has no obligation to monitor use of Download Pages, it may do so and may prohibit any use that it believes may be (or is alleged to be) in violation of applicable laws or regulations or this agreement.

#### **4. Services**

Subject to payment pursuant section 4.2 below, Files uploaded by an Uploader are accessible for downloading from the corresponding Download Pages. Each Download Page is accessible through a hypertext link generated by Unlocktme and shared by the Uploader with the User.

##### **1. Access to a Download Page**

User must be 18 years old or older to access a Download Page.

If the User received a hypertext link redirecting the User to a Download Page, and subject to the other terms and conditions of this agreement, Unlocktme grants to User a non-exclusive, non-transferable, non-sublicensable, revocable right to access said Download Page. Full access to a

Download Page is subject to the approval procedure described hereinunder. User must at all times comply with applicable laws, regulations and guidance.

To use a Download Page, Users must have a compatible device, and Unlocksme does not warrant that the Download Page will be compatible with all devices. User is responsible for selecting, obtaining, and maintaining any equipment, items, and ancillary services needed to access and use a Download Page.

When Uploader uploads a File, a Download Page is created. The Download Page is unique, and can be accessed by an individual hyperlink. As such, User will not be able to use a Download Page if it has already been used to download a File.

The Download Page allows the User to pay an amount to Unlocksme, in the name and for the benefit of the Uploader in order to access and download the File under the procedure defined in Article **4.2 "Payment"**.

After payment has been confirmed, User will be able to download a File. Each File may be downloaded only once from the same Download Page. A download page will be made available only for 24 hours after payment, and will be disabled after (i) the File has been downloaded or (ii) the 24 hours period is expired. Payment

Payments are made with a third-party payment solution provided and operated by Stripe under its own liability. The Stripe Recipient Agreement applies to User (available at <https://stripe.com/connect-account/legal/recipient>). To carry out payouts, User must provide Unlocksme with accurate and complete payment information. User authorizes Unlocksme to share said relevant information with Stripe and any relevant transaction information related to the payout with Stripe.

User is informed that the price to be paid to the Uploader (after deduction of Unlocksme's commission) to download a File is set by the Uploader.

All amounts include VAT.

User must pay in the currency chosen by the Uploader. If a payment is made in another currency than the one chosen by the Uploader, the applicable conversion rate will be the one applicable at the moment of the payment. Any conversion charges must be paid by the User in addition to the price necessary to be able to download the File.

After payment is received, Unlocksme will address a receipt to the User.

The User acknowledges and expressly accepts that his right of withdrawal does not apply, in accordance with Article L221-28 of the French Consumer Code:

*"The right of withdrawal cannot be exercised for contracts:*

*1° Of supply of services fully executed before the end of the withdrawal period and, if the contract subjects the consumer to an obligation to pay, whose execution has begun with his prior and express agreement and with the recognition by him of the loss of his right of withdrawal, when the service will have been fully executed by the professional; [...]"*

## **2. Unlawful content notification procedure**

In the event that User, after downloading a File, notices that the File includes elements of an illegal nature, whether under the law or any regulation, or under these Terms of Use, User will notify Unlocksme by following the notification procedure provided on the Download Page. This notification must include the following elements:

- if the notifying party is a natural person: its name, first name, e-mail address; if the notifying party is a legal entity: its corporate form, its corporate name, its e-mail address; if the notifying party is an administrative authority: its name and its e-mail address;

- The description of the illicit content included in the File, and the link through which it was made available (its location);
- The legal grounds on the basis of which the content is illegal or contrary to these Terms of Use;
- Insofar as it is made mandatory by article 6 of the law n° 2004-575 of June 21, 2004 for the confidence in the digital economy, the copy of a correspondence addressed to the author or to the editor of the litigious information or activities asking for their interruption, their withdrawal or their modification, or the justification of what the author or the editor could not be contacted;

This notification can be made by email to [contact@unlockt.me](mailto:contact@unlockt.me)

Unlocktme will examine this notification as soon as possible, and will take the necessary measures to remove the content it considers unlawful or infringing to these Terms of Use.

#### **4. Blocking Users who encourage unlawful uses**

User is informed that, to the extent that Unlocktme identifies him/her as having repeatedly downloaded Files whose content is unlawful or contrary to these Terms of Use, Unlocktme will consider that he/she is encouraging the distribution of such Files. Consequently and if the case may be, Unlocktme shall have the right to block the User's access to any Download Page.

### **5. Accessibility, corrections and evolution of the Download Pages**

#### **5.1 Availability**

Download Pages are accessible to Users 24/7. However, Unlocktme reserves the right to interrupt access to Download Pages and to the Services, for such time as Unlocktme reasonably deems necessary or appropriate and without notice to User or any User, in case of (i) maintenance of Download Pages, (ii) update of Download Pages, (iii) if Unlocktme reasonably believes that (1) use of Download Pages by any User will or could disrupt their operation, other customers' use of the Download Pages, or the infrastructure used to provide Download Pages, (2) use of Download Pages by any User will or could result in unauthorized access to Download Pages or information stored or processed by or through Download Pages, (3) there exists a security threat or attack on Download Pages or other event that may create a material risk of the foregoing, (4) User is using Download Pages for fraudulent or illegal activities, or (iv) in the case of any event out of its control.

#### **5.2 Costs of Connection**

All costs associated with User's hardware and software equipment required to access and use Download Pages and benefit from the Services, be it hardware, software or internet charges are borne exclusively by the User. Use of Download Pages requires Internet access or mobile data, which may be subject to additional fees or charges.

#### **5.3 Updates**

The User acknowledges that Unlocktme may continually develop, deliver and provide to the User, ongoing innovation to Download Pages in the form of new features and functionalities. In this respect, it is specified that the updates of the Application may serve in particular to maintain its compliance with these Terms of Use.

Accordingly, Unlocktme reserves the right to modify Download Pages and the Services and will, in its sole discretion, determine whether to include any features or functionality not originally specified for

the Download Pages. However, Unlocksme shall have no obligation to disclose or offer to User any such features or functionality. Unlocksme undertakes, in these circumstances, to maintain the level of the Services to one that is at least equivalent to the previous level.

With respect to updates that are not necessary to maintain the conformity of the Download Page, Unlocksme will inform the User of such updates in accordance with the provisions of Article L.217-20 of the French Consumer Code. For this same hypothesis, the User is informed that it can refuse the update or, if necessary, uninstall it, if the update has a negative impact on its access to the Application, or on its use. In the latter case, the Uploader may terminate this Agreement by registered letter with acknowledgement of receipt, free of charge, within a maximum period of thirty (30) days, unless the update has only a minor impact on the User or unless Unlocksme has proposed to the User to keep the Application unchanged, including by uninstalling the update, provided that the Application remains in conformity.

User acknowledges that the operation of the Download Pages will not be error free in all circumstances and that all defects in the Download Pages may not be corrected.

## **6. Intellectual Property**

### **6.1 Intellectual Property over Content**

All Unlocksme Content is the exclusive property of Unlocksme, protected by the French laws on intellectual property.

All rights of reproduction of Unlocksme Content are reserved, including downloadable documents and iconographic and photographic representations. The use of the Download Page by the Users does not imply any license and/or transfer of intellectual property rights relating to the Download Page and/or its components, apart from the rights necessary to use it according to these Terms of Use.

Any Content remain the exclusive property of Unlocksme. For all purposes databases that are not Files on the site are owned by Unlocksme under Articles L.341-1 et seq. of the Intellectual Property Code, regardless of other Intellectual Property Rights over databases or any of their components.

Any use, reproduction, distribution, modification, adaptation, extraction (with the exception of downloading and/or printing of documents provided for this purpose), in whole or in part, of these Unlocksme Contents and rights, without prior written authorization from Unlocksme, is strictly prohibited and may constitute an infringement. Unlocksme reserves the right to take any action, including legal action, to stop an infringement of its intellectual property rights and also reserves the right to claim damages in case of such an infringement.

### **6.2 Intellectual Property over Files**

Unlocksme grants no rights on any File to Users under these Terms of Use, apart from the right to download the File following payment pursuant to section 4.2 above.

## **7. Liability**

UNLOCKSME MAY ONLY BE HELD LIABLE BY THE USER UNDER THIS AGREEMENT FOR MATERIAL LOSS OR DAMAGES DIRECTLY ATTRIBUTABLE TO UNLOCKSME AND THAT RESULT FROM UNLOCKSME'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THESE TERMS OF USE.

UNLESS UNLOCKSME BREACHES ITS OBLIGATIONS UNDER THESE TERMS OF USE, UNLOCKSME WILL NOT INCUR LIABILITY FOR INDIRECT DAMAGES, INCLUDING:

(A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;

(B) LOSS OF GOODWILL, SALES, BENEFITS, OPPORTUNITIES OR REPUTATION;

(C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR

(D) COST OF REPLACEMENT GOODS OR SERVICES.

UNLESS UNLOCKTME BREACHES ITS OBLIGATIONS TO THESE TERMS OF USE, UNLOCKTME'S LIABILITY UNDER THESE TERMS OF USE IS LIMITED. IN NO EVENT SHALL UNLOCKTME'S AGGREGATE LIABILITY TO USER (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH SUCH PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT WITH REGARD TO A GIVEN EVENT OR SERIES OF RELATED EVENTS, IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF THE SUMS RECEIVED BY UNLOCKTME AS A RESULT OF THE PAYMENT MADE BY THE USER TO THE UPLOADER IN ORDER TO RECEIVE THE FILE IN RELATION TO WHICH UNLOCKTME'S LIABILITY IS SOUGHT.

Without limiting the foregoing, Unlocktme will not be liable for:

- any improper use of a Download Page,
- the content of any Files provided to the User, as Unlocktme has no knowledge of their content,
- the User's or Uploader's failure to comply with the Terms of Use, any applicable law and/or regulation,
- any consequential damages,
- of any malfunctioning of the User's own devices, security systems and material measures adopted by the User in order to protect their own devices, or of any issue pertaining to third party software on the User's devices,
- any use of a File that was not allowed by Uploader.

The User acknowledges that Unlocktme is free to correct and/or modify Download Pages and/or Services at any time and without notice, and that such correction and/or modification shall not entitle the User to any remedy.

By way of exception, the above limitations shall not apply (i) in the case of intentional misconduct or gross negligence on the part of Unlocktme, (ii) in the case of physical injury arising out of the use of Download Pages in accordance with this agreement, or (iii) in the case of a claim for which the limitation of liability is prohibited by a regulation of public order.

User must ensure to use an up-to-date antivirus. Unlocktme's liability may not be sought nor engaged due to any virus, worm, trojan, etc. contained within a File.

In accordance with the Law for the confidence in the digital economy, as a host, Unlocktme has the obligation to contribute to the fight against the dissemination of offences referred to in the fifth, seventh and eighth paragraphs of Article 24 and Article 24 bis of the Law of 29 July 1881 on the freedom of the press and in Articles 222-33, 222-33-2-3, 225-4-1, 225-4-13, 225-5, 225-6, 227-23 and 227-24 and 421-2-5 of the Penal Code. Unlocktme will promptly inform the competent public authorities of any illegal activities reported to them and committed by any User.

## **8. Cookies**

Unlocktme uses cookies for the provision of the Download Pages and of the Services.

This helps us to provide with a good experience when you browse the Downloading Pages and also allows us to improve our site.

Cookies are small text files that we store on User's browser or the hard drive of User's computer, smartphone, Smart TV or another smart device. Cookies contain information that is transferred to User's computer's hard drive or browser. Cookies also provide information to the owners of the site about how people are using the Download Pages.

Cookies that are not strictly necessary for the purpose of the provision of the Services are only used with User's express consent.

## **9. Personal data**

### **1. General**

For the purposes of these Terms of Services, the term "Personal Data" has the meaning defined in the Data Protection Laws. Each of the Parties is responsible for complying with its respective obligations under the Personal Data Protection Laws in accordance with the terms and conditions set forth below.

### **2. Personal Data categories**

The Personal Data that may be collected and/or processed by Unlocksme as Data Controller are:

- Name, Last name;
- Email address;
- Transaction Information (Payment amount, date, etc.) ;
- Information about the User's device (IP address, technical characteristics and identification data) and the User's interactions with the Download Page and/or its contents (including the File).

### **3. Collection of Personal Data**

Unlocksme collects and processes Personal Data provided by the User when the User uses the Services.

### **4. Legal basis and purposes of processing**

Unlocksme uses this Personal Data to carry out these Terms of Use allowing access to the Download Page and to download the File.

### **5. Retention period of Personal Data**

Personal Data is kept for a period not exceeding that necessary for the purposes for which it is processed. The Personal Data relating to the User are deleted when the User stops navigating the Download Pages except to the extent that legal and/or regulatory requirements applicable to Unlocksme justifies a longer retention period.

Transactional and/or tax data is retained for the duration of the contractual relationship, plus the applicable statute of limitations for tax purposes, i.e., 10 years from the date the Service was performed.



## 6. Exercise of the User's rights

In accordance with the Personal Data Protection Laws, the User may exercise, where applicable, the following rights:

- *Right of access*: the User may obtain information concerning the processing of his Personal Data and a copy of the same;
- *Right of rectification*: if the User considers that his Personal Data is inaccurate or incomplete, they may request that they be modified accordingly;
- *Right to erasure*: the User may request the deletion of his Personal Data, to the extent permitted by law;
- *Right to limit the processing*: the User may request the limitation of the processing of their Personal Data;
- *Right to object*: the User may object to the processing of their Personal Data for reasons relating to their particular situation. The User has the absolute right to object at any time to the use of his Personal Data for commercial prospecting purposes, or for profiling purposes if such profiling is linked to commercial prospectation.
- *Right to Withdraw Consent*: If the User has given consent to the processing of their Personal Data, they may withdraw that consent at any time. However, processing carried out for the performance of these Terms of Use does not rely on the User's consent.
- The right to define directives concerning the conservation, deletion or communication of their Personal Data, applicable after their death.
- *Right to the portability of Personal Data*: where permitted by law, the User may request the return of the Personal Data they have provided, or, where technically possible, the transfer of such data to a third party.

If the User wishes to exercise any of the above rights, the User may send a request by e-mail to [contact@unlockt.me](mailto:contact@unlockt.me). The User must include a scan/copy of his or her proof of identity, where necessary, to enable Unlocktme to identify the User.

In accordance with applicable law, in addition to the rights mentioned above, the User may file a complaint with the relevant Data Protection Authority, such as the CNIL (Commission Nationale de l'Informatique et des Libertés) in France, or to any other competent national data protection authority.

## 7. Recipients of Personal Data

In order to achieve some of the purposes mentioned in this article, Unlocktme may transfer User's Personal Data to Stripe (e-mail address, transaction data).

We use Stripe for payment. Stripe collects and processes personal data under its own liability, including identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the services it provides to us, including for fraud detection and prevention. You can learn more about Stripe and its processing activities via privacy policy at <https://stripe.com/privacy>.

## 8. Transfer of Personal Data outside of the EEA.

The Personal Data processed by Unlocktme for the provision of the Services is processed, stored and physically located in the European Economic Area (EEA).

However, in order to carry out payments under these terms of services, transfer outside of the EEA may be necessary. In such cases, Unlocktme ensures to set adequate appropriate safeguards and compliance measures to ensure an adequate level of protection of personal data transferred outside

the EEA and Switzerland. These measures include the updated EU Commission’s SCCs to accommodate international data transfers.

**10. Governing law**

These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of France.

**11. Miscellaneous**

**12.1 Waiver**

The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of this agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this agreement.

**12.2 Entire Agreement; Amendment**

Except as otherwise expressly provided herein, this agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Except as otherwise expressly provided in this agreement, no modification or amendment to this agreement will be valid or binding unless in writing and duly executed by the party or parties to be bound thereby.

**12.3 Assignment**

This agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. Unlocks may freely transfer, assign or delegate all or any part of this agreement and any rights or duties hereunder as long as such assignment does not affect negatively the provision of the Services to the User. User may not assign this agreement or any of the rights or licenses granted under this agreement. Any attempted sublicense, transfer, or assignment in violation of this agreement is void.

**12.4 Severability**

If any provision of this agreement is ruled wholly or partly invalid or unenforceable by a court or other body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other body making the ruling; (iii) the provision held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision, to the minimum extent necessary to render them valid and enforceable in conformity with the parties’ intent as manifested herein; and (iv) if the ruling or the controlling principle of law or equity leading to the ruling subsequently is overruled, modified, or amended by legislative, judicial, or administrative action, then the provision in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

**12.5 No Third-Party Beneficiaries**

Nothing in this agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

**12.6 Force Majeure**

Neither party shall be liable for any failure to perform its obligations under this agreement if such failure arises from an event of force majeure, which is understood as defined under Article 1195 of the French Civil Code.

### **12.7 Interpretation**

For purposes of this agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" unless otherwise expressly indicated in a given instance, (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this agreement as a whole. The definitions given for any defined terms in this agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to sections mean the sections of this agreement, reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof, and reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

### **12.8 Warranty of conformity**

It is specified for all purposes that in the box below, the User is referred to as a "consumer" for convenience with regard to the obligation to provide information under Article D.211-4 of the French Consumer Code.

In addition, it is understood that the "digital service" described below is, as stated within these Terms of Use, limited to the downloading of content made available solely under the responsibility of the Uploader, through the Download Page, and that Unlocktme is not liable for the conformity of the File itself.

Consumer has a period of two years from the date of provision of the digital content or digital service to obtain the implementation of the legal guarantee of conformity in case of a defect of conformity. During a period of one year from the date of supply, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or service.

The legal guarantee of conformity gives the consumer the right to have the digital content or service brought into conformity without undue delay following his request, at no cost and without major inconvenience to him.

The consumer may obtain a reduction in price by keeping the digital content or the digital service or he may terminate the contract by obtaining a full refund against renunciation of the digital content or the digital service, if:

1° The professional refuses to bring the digital content or service into conformity ;

2° The compliance of the digital content or service is unjustifiably delayed;

3° The digital content or service cannot be brought into conformity without costs being imposed on the consumer;

4° The compliance of the digital content or service causes a significant inconvenience to the consumer

5° The digital content or service is still not in conformity despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in price or to rescission of the contract where the lack of conformity is so serious that it justifies the reduction in price or rescission of the contract being immediate. In such cases, the consumer is not required to request that the digital content or service be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer is only entitled to rescind the contract if the contract does not provide for payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of restoring its conformity suspends the warranty that was still running until the digital content or digital service was supplied in conformity again.

The rights mentioned above result from the application of articles L. 224-25-1 to L. 224-25-31 of the code of consumption.

A professional who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which can be increased to 10% of the average annual turnover (article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the legal guarantee of hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service is retained, or to a full refund in exchange for renouncing the digital content or service."