1. **Purpose**

The purpose of these terms of use (the "Terms of Use") is to set the terms and conditions of the provision by Uptale of (i) the solution of creation of virtual reality contents accessible online and hosted by Uptale in software as service mode (the "Solution"), (ii) the Uptale Website (the "Site") and (iii) the professional services (the "Professional Services", together with the Solution and the Site: the "Services").

The Terms of Use are accessible and printable at any time by a direct link at the bottom of the homepage of the Site.

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

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

(the Client User and the Public User being referred to together as the "User").

The Terms of Use may be supplemented, where appropriate, by conditions of use specific to certain Services. In case of contradiction, the specific conditions shall prevail on the Terms of Use.

2. **Operator of the Services**

The Services are operated by Uptale, a company with a capital of 10,000 euros, registered with the Trade and Companies Register of Paris under number 832 172 175, whose registered office is located at 128 rue de la Boétie 75008 Paris, France ("Uptale").

Contact details:

Mailing address: Uptale SAS, 128 rue de la Boétie 75008 Paris, France
Email address: hello@uptale.io
Phone number: +3362121021

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

These Terms of Use are deemed accepted by the User when the User first uses the Services. Users who do 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. **Technical features.**

The User must have access to the Internet to be able to use the Services. Internet access costs are borne by the User. The User must also have a technical environment that meets the standard requirements described on the Site. It is the responsibility of the User to update his or her hardware and software environment to access and use the Services.

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

The Solution enables the creation of virtual reality content for training purposes (the "Experience") and to view and share this Experience so that learners (the "Learners") can immerse themselves and participate in said Experience, via the Site or via another platform.

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

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

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

The User will have access to different types of Services, depending on the status assigned to him or her 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 Client area;
- Create Experiences. The User will then have the status of "Creator";
- Broadcast 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 using the username and password that will be communicated to him/her by Uptale or the Administrator allowing him/her to access his/her user account.

5. **Warning**

The User undertakes to ensure that Learners of his or her Experience comply with the following precautions.

The Learner must not participate in an Experience while driving or walking, nor in any other situation during which participation in the Experience may impair his or her alertness and prevent him or her from complying with safety rules, such as traffic regulations.

When participating in an Experience, the Learner must ensure that he or she has enough space to look around him or her and must not try to move around. During the immersion in an Experience, the Learner must take regular breaks. In case of nausea, discomfort, visual fatigue or dizziness, the Learner must immediately stop viewing the Experience.

If the Learner participating in an Experience has already been subject to a heart attack, epileptic seizures or other risk factors, the Learner must seek medical advice before participating in an Experience.

6. **User's Obligations**

Without prejudice to the other obligations set forth herein, the User undertakes to comply with the following obligations.

The User undertakes, in his or her use of the Services, to observe the laws and regulations in force and not to infringe the rights of third parties or public order.

The User acknowledges that he or she has taken note of the features and constraints, particularly technical, of all the Services. The User is sole responsible for his or her use of the Services.

The User is informed and agrees that the implementation of the Services requires Internet connection and that the quality of the Services depends directly on this connection, for which the User is sole responsible.

The User undertakes to make a strictly personal use of the Services. Accordingly, the User shall not assign, grant or transfer all or part of his or her rights or obligations hereunder to any third party, in any manner whatsoever.

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

The User is sole responsible for the audio files, texts, photos, images, graphics, comments and other content (the "Content") that he or she broadcasts in connection with the Services.

The User represents and warrants that he or she has all the rights and authorizations necessary for the broadcasting of this Content.

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

Thereby, the User shall not, in particular and without this list being exhaustive:

- use the Services to advocate crimes against humanity, promote or encourage racial hatred, child pornography, violence, torture, xenophobia, revisionism, violation of human dignity, harassment, illegal gambling activities;
- publish or more widely make available Content that is defamatory, insulting or damaging 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, deceptive or that offers or promotes unlawful, fraudulent or deceptive activities;
- use the Services to promote prohibited or regulated products (such as tobacco, alcohol, gambling, drugs, firearms);
- publish or more widely make available Content that is harmful to third-parties' or Uptale's computer systems or to telecommunications systems (such as viruses, worms and Trojan horses);
- damage, disturb 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 enter a third-party's or Uptale's computer system or to engage in any activity that could damage, control, interfere with any third-party's or Uptale's computer system and violate its integrity and security;
• publish or more widely make available Content and statements detrimental to Uptale's image and reputation;

• collect or store users' personal data unless such collection is carried out in accordance with the applicable law on personal data, in particular the French Act 78-17 of 6 January 1978 “Informatique et Libertés” and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 relating to the protection of personal data.

The User undertakes to inform Uptale without delay of any complaint, claim or suit regarding the Content.

7. **Representation and warranties from the User**

The User represents and warrants that:

(i) he or she has the capacity, powers and authority to access the Services;

(ii) he or she 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 agrees to immediately inform Uptale if any statement in this article is found to be inaccurate at the time it was made or reiterated, or ceased to be accurate.

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

The User agrees to indemnify and hold Uptale harmless from any liability for all damage, losses, claims, costs, expenses, taxes or levies (including any expert or legal fees) that Uptale suffers in the performance of his or her obligations under the Terms of Use, in any action by any third party against Uptale under the Terms of Use (or any operation relating thereto) or as a result of the Client's failure to comply with any provision of the Terms of Use.

8. **Penalties for breaches**

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

• suspend or terminate the User's access to Services, if the User is perpetrator of the breach or violation or has taken part in it;

• delete any Content or more widely any Experience posted on the Site;

• publish on the Site any information message that Uptale deems useful;

• warn any relevant authority;

• take any legal action.

9. **Uptale's Obligations**

Uptale undertakes to provide the Services with care, being understood that it is under a best endeavors obligation (obligations de moyens) which the User expressly acknowledges and agrees.

As such, the Services are provided as received and without express or implied warranties of any kind. In particular, Uptale cannot guarantee 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 appropriate device to protect his or her information system and backup his or her data, intended to fight against viruses, contaminating elements, fraudulent access attempts and data loss.

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

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

Content and Experience prejudicial to a third party may be the subject of a notification to Uptale according to the terms provided for in article 11, Uptale reserving the right to take the measures described in article 8.

To the fullest extent permitted by law, Uptale declines all liability in the event of possible loss of information accessible in the personal space, including Content and Experience. The User must save a copy and may not claim any compensation in this regard.

Uptale undertakes to carry out regular checks to verify the operation and accessibility of the Services. As such, Uptale reserves the ability to momentarily interrupt access to the Services for maintenance purposes.

Uptale shall not be held liable for any temporary difficulties or impossibilities of access to the Services caused by circumstances beyond its control, force majeure, or due to disturbances in the telecommunication networks.

Uptale does not guarantee the User that the Solution and/or the Site, being standard and in no way intended solely for a given Client in accordance with its own personal constraints, will specifically meet its needs and expectations.
10. **Uptale’s intellectual property rights**

Client acknowledges that the structures, infrastructures, source codes, databases, know-how, methodologies, technologies, equipment, logo, graphic, user interface, photos, trademark, interactive elements or any other type of content used by Uptale to provide the Services, including any patent, copyright, business secret and other proprietary rights (the "Intellectual Property Rights") attached to the Solution, the Site, the Services and any Deliverable provided by Uptale to the Client pursuant to the Professional Services are and shall remain the sole and exclusive property of Uptale.

10.1. **Users**

10.1.1. **Licence on the Solution**

Uptale grants to the User, within the limits of the quality attributed to them in accordance with Article 4, 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, during the period of its access to the Services, allowing 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 programs associated with it and the Deliverables. The Terms of Use do not involve any transfer of Intellectual Property for the benefit of the User.

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

10.1.2. **License on certain elements of the Solution**

The Solution and the Deliverables may include elements consisting notably of interactive features and elements (such as stars and tags), which the Creator can integrate into its Experience. In order to enable the Creator to use the Experience, Uptale grants to the Creator, for a price included in the fees for the Solution, on a non-exclusive basis, for the duration of the corresponding Intellectual Property Rights and worldwide, the widest rights of reproduction, representation, use, modification, translation and adaptation on said elements held by Uptale, as integrated into the Experience.

11. **Reporting illegal content**

Except for Contents that are created by Uptale, Uptale is a hosting provider within the meaning of the French Act 2004-575 of 21 June 2004 "pour la confiance en l'économie numérique" (the "LCEN"). Uptale is therefore under no obligation to monitor the Content and Experience and has no knowledge of the Content and Experience.

In accordance with Article 6-1-7 of the LCEN, Uptale makes available to the User an easily accessible and visible device allowing the Client and the Learners of the User's Experience to report to Uptale Content that advocates crimes against humanity, incites racial hatred or displays child pornography.

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

The User is informed that Uptale must then immediately inform the relevant public authority of the presence of the illegal content reported to Uptale.

In accordance with Articles 6-1-3 and 6-1-5 of the LCEN, Uptale is obliged to remove illegal content, or to make access to such content impossible, as soon as Uptale becomes aware of the presence of such content by notification.

Such notification must be made in writing to the following email address: hello@uptale.io and contain the following elements:

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

Content that is abusively reported as illegal for the purpose of obtaining its removal may result in the civil and/or criminal liability of the author of such notifications. The User is hereby informed that Uptale may be legally obliged to disclose a Content or information in its possession concerning the Client in accordance with (i) the applicable law and (ii) judicial injunctions requiring the disclosure of personal data in the context of an investigation.
12. **Links and third-parties sites**

Uptale shall under no circumstances be held liable for the technical availability of websites or mobile applications operated by third parties (including any of its partners) to which the User may access through the Services. Uptale assumes no responsibility for the content, advertising, products and/or services available on such third-party Sites and mobile applications, of which it is reminded that they are governed by their own terms of use. Uptale is also not responsible for transactions between the User and any advertiser, professional or merchant (including any of its partners) to which the User may be directed through the Services and shall not under any circumstances be party to any potential disputes whatsoever with such third parties concerning, in particular, the delivery of products and/or services, the guarantees, the representations and any other given obligations to which such third parties are bound.

13. **Technical rules**

In order to ensure a smooth operation of the Services, the User must comply with the technical guidance given by Uptale. This guidance is 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, at any time, delete Content if its technical characteristics cause technical difficulties involving major disruptions in the operation of the Services.

14. **Duration of Services - termination**

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

In the event that the User is no longer an employee or collaborator of the Client Company, or the Client Company deletes 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 purpose of providing the Services**

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

Uptale collects Users' names, first names and email addresses for the purpose of creating user accounts. This processing falls within the framework of Article 6(1)(f) of Regulation of the European Parliament and of the Council of 27 April 2016 on data protection (the “GDPR”), according to which processing is lawful when it is necessary for the purpose of performing a contract.

In addition, Uptale collects Public Users' names, first names and email addresses when they access an Experience to send them emails for the purpose of marketing, to the extent that they have given their consent to such a survey.

Each computer connected to the Internet has an IP address. As soon as a User navigates on the Site, Uptale collects the IP address of the User in order to analyze the traffic on the Site and to control the activity of the User on the Site to make sure that this one does not run acts likely to damage the Terms of Use. This processing falls within the framework of Article 6(1)(f) of the GDPR, according to which processing is lawful where it is necessary for the legitimate interests of the controller.

15.1.2. **Recipient of the collected data**

The collected data is processed exclusively by Uptale and its service providers.

15.1.3. **Users’ Rights**

The User is informed that he or she has, in accordance with and within the limits of articles 5, 16, 17, 18 and 20 of the GDPR, a right of access, rectification and erasure of his or her personal data, as well as a right to object to the processing of his personal data. He or she also has a right to limitation and portability of his personal data. The User may exercise his or her rights with Uptale at the following address: hello@uptale.io. The User also has the possibility to send specific instructions concerning the use of his or her data after his or her death.

The User is also informed that he or she may, in accordance with article 77 of the GDPR, file a complaint with the French Personal Data Authority (the "CNIL") if he or she considers that the personal data processing operated by Uptale constitutes a violation of the GDPR.

15.1.4. **Use of cookies by Uptale**

When User navigates on the Site, Uptale may use cookies to (i) facilitate navigation on the Site, (ii) make statistics that are stored on the device used by the User in order to connect to the Site and (iii) send the User information that may be of interest to him or her. The User can set his device to accept or refuse cookies, either according to the person issuing cookies, or systematically. The User can also set his device so that the acceptance or refusal of cookies are proposed punctually.

15.1.5. **Retention of personal data**

The personal data of the User are kept for as long as the User accesses the Site as well as during the applicable statutory limitation period and/or retention and archiving required by the regulations in force.

15.2. **Personal data collected by the Client in the context of Experience**
Any further processing of personal data made 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. Modifications

Uptale reserves the right to modify these Terms of Use at any time. The User will be informed of these modifications by any useful means.

Users who do not accept modified Terms of Use must unsubscribe from the Services.

As an exception to the above, 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 modified Terms of Use is deemed to have accepted these changes.

17. Language

In the event of a translation of these Terms of Use into one or more languages, the language of interpretation will be the French language in case of contradiction or dispute over the meaning of a term or a provision.

18. Applicable law and jurisdiction

These Terms of Use are governed by French law.

In the event of a dispute relating to the validity, interpretation and/or performance of these Terms of Use, the Parties agree that the courts under the jurisdiction of the Paris Court of Appeal shall have exclusive jurisdiction to judge them, unless mandatory rules of procedure provide otherwise.

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

19. Effective date

These Terms of Use came into effect on August 1st, 2019.