

GENERAL TERMS AND CONDITIONS

These General Terms and conditions apply to all offers made by, and all agreements entered into force with Proov Group, a simplified stock company incorporated in Nanterre France (registration number : 811989581) which has its registered office in 20 B rue Louis-Philippe 92200 Neuilly-sur-Seine France (Hereunder referred to as « Proov Group ») and the Customer/User, regarding WeProov Services (Hereunder referred to as « WeProov Services » or « Services »).

ARTICLE 1 : DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions, except to the extent expressly provided otherwise :

Account : means an account enabling a person to access and use the Services including both Customer accounts, Administrator accounts and User accounts.

Administrator : refers to the individual who manages the Customer's Account.

Agreement : refers to these General Terms and Conditions, or to these General Terms and Conditions and any validated quote or purchase order issued by the Customer.

API : refers to the Application Programming Interface that allows a Customer to connect the Application to another software for data transfers

Application : refers to the mobile application called « WeProov », developed and edited by Proov Group and purchased by the Customer.

Authentication : refers to the User's identity verification procedure in the Platform.

Credentials : means the association of a login (Email) and a password, that give access to the Services.

Customer : Individual or corporation that purchases WeProov Services, whether online or through a specific agreement.

Defect : means reproducible malfunction, error or bug in the Platform that causes the Services to operate in a way that is different from what is described in the applicable Documentation.

-Critical Defect : refers to defect that affects critical functionality of the Services, and does not have a workaround.

- Major Defect : refers to defect that affects major functionality, and has difficult and not obvious workaround.

Minor Defect : refers to defect that affects minor functionality and has an easy workaround.

Documentation : refers to the documentation for the Services produced by Proov Group and delivered or made available to the Customer and/or User.

Mission-code : unique code of six characters generated by the activation of a WeProov template in the Application. The mission-code can be sent to a user for an assessment or condition report.

Parties : refer to Proov Group and the Customer, or to Proov Group, the Customer and the end User.

Platform : means the platform managed by Proov Group and used by Proov Group to provide the Services, including the Application and database software, the system and server software used to provide the Services, and the computer hardware on which that Application, database, system and server software is installed.

Template : refers to a form in the Application that, when completed and signed, creates a WeProov Report.

Stakeholders : individuals and/or corporations involved in a WeProov report.

WeProov Report : means the document in PDF form generated in the Application.

SaaS : Software as a Service

SDK : Software Development Kit containing part of source code of the Application, allowing the Customer to develop a system which includes functionalities of the Application.

Site : refers to WeProov Services dedicated Website www.weproov.com .

User : refers to the end User of the Services.

1.2 Interpretation

In these General Terms and Conditions, except to the extent expressly provided otherwise :

-The words used in singular shall include the plural and vice-versa ;

- The articles headings are for convenience of reference only, understanding that they do not affect the interpretation of these General Terms and Conditions.

- Any time limit mentioned above is calculated accordingly to articles 640 to 642 of the French Civil Procedure Code.

- References to « Day » in this Agreement are calendar days, except when it is expressly mentioned « Business Day ».

ARTICLE 2 : PURPOSE OF THE GENERAL TERMS AND CONDITIONS

This Agreement determines the terms and conditions for :

- The granting of access to, and use rights of, the Services ;

- The provision of the Services by Proov Group, to the Customer ;

- The payment of the Services fees or charges by the Customer.

ARTICLE 3 : CONDITIONS OF PURCHASE AND TYPES OF LICENCES

3.1 Conditions of purchase

WeProov Services can be purchased online via the dedicated Website, or through a specific agreement between the parties. In the second case, the Customer may sign a quotation and agrees to these General Terms and Conditions, or the Customer and Proov Group may sign specific contractual documents.

If the Customer wishes to connect the Application to another software in order to allow data transfers between the two systems, an API link can be provided to the Customer according to the Parties agreement.

The SDK can also be provided to the Customer, according to the Parties terms of agreement.

3.2 Types of licences

There are three (3) types of WeProov licences, depending on Customer's needs :

- « Starter » licence
- « Business » licence
- « Customised » licence

3.3 Protection of the Consumer

When the Customer purchases the Services as a Consumer, the Customer is granted a right of withdrawal, in accordance with the section 121-20-12 of the French Consumer Code. The Consumer can exercise this right within fourteen days from the purchase.

In case of Consumer withdrawal, the amount paid to Proov Group shall be refunded to the Consumer within fourteen days from the notification of the withdrawal.

The Consumer loses his right of withdrawal if he uses the Services to create a WeProov Report.

ARTICLE 4 : DESCRIPTION OF THE SERVICES

4.1 Availability of the Services

The Application is available 24 hours a day and 7 days a week, except for planned maintenance or critical maintenance.

To access Application functionalities, the User should download and install the last version of the Application on his mobile device (smartphone or tablet) running with an updated version of IOS or Android operating system. The device should be connected to Internet, even if some functions are available offline, as indicated in 4.5 below.

4.2 Conditions of access to the Services

The User should be at least 18 years old and have the ability to enter into contractual relations.

The User should download and install on his mobile device (Smartphone or Tablet) running with an updated version of IOS or Android, the last version of the Application, available on official download platforms.

The User should create an account by filling the adequate form with the requested information.

The mobile device should be connected to Internet, even though some functions of the Application are available offline like described in 4.5 below.

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4.3 Creation of an Inspection Report

The Application can be used to inspect the condition of any kind of asset (cars, boats, real estate...) in many use cases : car rental, real property lease, conveyance, Logistics, autoshaaring, insurance claim, Remote damage survey...

Depending on the use case, two assessments of the asset can be necessary, one during the taking-up or picked-up of the Asset (check-in) and the other one on the returning of the Asset (check-out).

To create a condition report, the User should follow the key steps provided by the Application :

- template form filling with appropriate information,
- « scans » picture - taking,
- annotation addition (optional),
- « free » picture-taking (optional),
- acceptance of the General Terms and Conditions,
- template signing.

At the end of this process, a PDF Report is generated and sent to the involved parties by Email.

The WeProov Report, which is time-stamped and geolocated, summarizes the above steps and provides information on the inspected asset and the involved parties.

The content of a WeProov Report may vary depending on the chosen template on the one hand, and on the information fulfilled in the template form, on the other.

The proof of transmission of the WeProov Report to the involved parties is retained by the provider of the notification service within 45 days from the Email sending.

Any Customer/User seeking to obtain this proof must send a request to Proov Group within this period.

4.4 Additional categories of reports generated by the Application

The Application can also be used to create other types of reports from questionnaires forms, satisfaction surveys forms, and whatever template forms needed by Customer.

4.5 Offline services

The User can access some functions of the Application even if his mobile device is not connected to the Internet. To use the offline feature, the User must have already downloaded the Application on his mobile device, created an account and downloaded the template he wants to use to make the Report, beforehand .

When he is disconnected from the Internet, the User chooses amongst the pre-downloaded templates on his device, the one he wants to use for his process.

The User can save an ongoing Report without signing it, and continue the process later on.

When the User has followed all the steps of the process and sign the template, the signed document is saved on his device and is forwarded in the database as soon as the User reconnects to the Internet.

If the User logs out of his WeProov account before reconnecting to the Internet, the data will not be forwarded in the database until the User signs logs in his account.

If the User put the Application background on his mobile device without logging out of his WeProov account, the Report will automatically be forwarded the database as soon as he reconnects to the Internet.

If the User does not log out of his WeProov account and does not put the Application background, the data will automatically be transferred to WeProov database as soon as he reconnects to the Internet.

If the offline Report is not forwarded to the database within 5 days from its creation, it will automatically be deleted.

Some features of the Application are unavailable offline : (i) account creation (ii) account information update (iii) credentials recovery (iv) import of information related to previously used accounts (v) access to archived reports (vi) import of information related to the User's assets (vii) mission code.

ARTICLE 5 : SUBSCRIPTION AND PAYMENT TERMS

5.1 Subscriptions

Subscription to the Services can be made on an annual basis or a month basis, and are renewable for the same period by tacit

agreement unless denounced by registered letter with acknowledgement of receipt two months before the expiry of each annual period for the annual subscription, and by simple letter seven days before the expiry of each month period, for the month subscription.

The details about each type of subscription are available on the dedicated website and application pages.

In the case of a « Customised » Licence as indicated above in 3.2, a specific agreement between the Parties can stipulate another contract duration.

5.2 Payment terms

The amount owed by the Customer for the monthly subscription (which includes V.A.T.) is paid on a month-basis by automatic debiting of the Customer's bank account at the end of the month.

At the end of each month, Proov Group issues an invoice to the Customer, that gives details about the amount debitted or to be debitted, and the used credits.

Each month that has been started shall be considered as an entire month and shall be paid in full by the Customer.

The total amount owed by the Customer for the yearly subscription (which includes V.A.T.) is paid out in a single payment, during the subscription, by check, bank transfert or automatic debitting.

The unused reports of a previous month/year are definitely lost and the paid amount cannot be refunded, partially or totally to the Customer.

5.3 Late Payment/Non-payment

If the automatic debiting of the monthly fees owed by the Customer can not be done for reasons external to Proov Group, a late penalty fee equal to three times the legal rate of interest, and a fix sum of 40 euros for recovery cost, could be applied.

In the event of partial or total non-payment of an invoice by the Customer at the due date, Proov Group reserves the right to suspend the Services 15 days after a formal notice to pay, remained unsuccessful, till complete payment of due amounts, with no right to any refund or indemnity.

Such suspension shall not be considered as a contract termination , even though Proov Group reserves the right to terminate the Contract, in such case, according to the section 15 « Termination » below.

ARTICLE 6 : OBLIGATIONS OF PROOV GROUP

6.1 General obligations

Proov Group undertakes to deploy all the necessary human and technical measures to provide the Services covered by these General Terms and Conditions.

6.2 Obligations relating to information security

Proov Group undertakes to :

- respect and ensure respect by its employees, for all the obligations related to information security as deccribed in this section ;
- implement « state of art » methods to ensure the security of all the physical and logical assets that are used to provide the Services ;
- deploy all necessary technical and organisational measures to allow only expressly authorised persons to access the Services and/or the data.

6.3 Protection of Customer personal information

Proov Group agrees to :

- implement all necessary measures to avoid violation of confidentiality, availability and integrity of the Customer/User personal information by non authorised third parties ;
- not use Customer's personal information for purposes other than those intended ;
- not disclose to any third party, Customer's personal information without his prior consent, except where disclosure is required under the law, by a public or judicial authority ;
- Deploy secured network connections and encrypt data on transit, to ensure the confidentiality and integrity of the data during their transfer from the User's mobile device to WeProov database ;
- comply with european General Data Protection Regulation (GDPR) and all national, european or international subsequent

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law, for all the Customer/User personal information processing operations. A Customer data protection charter describing processing operations relating to the Services, and setting out the procedure for data subjects to exercise their rights, is available on the WebSite.

ARTICLE 7 : OBLIGATIONS OF THE CUSTOMER/USER

The Customer undertakes to :

- provide all necessary information for the proper execution of the Contract and make all effort to ensure the accuracy of the information provided, with the understanding that the Customer should notify any change to this information ;
 - pay the amount of the fee for the Services, as provided in Article 5 above ;
 - respect the intellectual property rights of Proov Group ;
 - not misuse the Services, or not use the Services in a manner that may affect the functioning of Proov Group information system ;
 - ensure that all his end Users are properly trained to use the Services ;
 - respect the adversarial principle during the asset's condition inspection, when required by the laws and regulations ;
 - ensure that the data forwarded to the Platform of Services don't affect its proper functioning. Thus, the Customer/User shall not forward to the platform of Services (i) any content corrupted by viruses or other forms of malicious code (ii) any content of illegal nature or contrary to morals, or any content detrimental to the rights of a third party, specifically to the intellectual property rights of a third party.
- Therefore, the Customer is responsible of all forms of damage that may be caused by this content to Proov Group or to a third party, to the infrastructure and/or to the Application and releases Proov Group from any action that could arise on the basis of this content.

The User agrees to :

- follow the steps provided by the Application for asset inspection ;
- make use of the Services in a manner that is fair and respectful with regard to the other Users and/or Customers ;
- respect the adversarial principle during the asset's inspection, when required.

User's Credentials are personal and unique. The User is solely responsible for the use of his Credentials and therefore, agrees to respect their confidentiality. In particular, he undertakes to not disclose his WeProov password to a third party, and to not allow anyone else to access his Account.

ARTICLE 8 : SUPPORT AND MAINTENANCE SERVICES

8.1 Support Services

Proov Group shall provide the Support Services to the Customer.

Proov Group shall make available to the Customer a helpdesk from Monday to Friday, between 9 a.m. and 7 p.m., excluding public holidays in Metropolitan France. The helpdesk can be reached by phone or mail at support@weproov.com .

The Support Services provide support in relation to :

- WeProov Accounts and guidance for the use of the Application's features ;
- identification of errors and bugs in the Services ;
- inquiries about updates of the Services.

8.2 Maintenance Services

Proov Group shall provide corrective and evolutive Maintenance Services to the Customer. Proov Group shall provide updates and upgrades of the Services to the Customer at no additional cost.

8.3 Resolution of Defects

In the event of a Defect of the Services, Proov Group shall promptly find a solution, depending on the severity of the Defect :

- in the event of a Critical Defect, Proov Group shall provide a solution within two (2) business hours ;
- in the event of a Major Defect, Proov Group shall provide a solution within forty-eight (48) business hours ;

- in the event of a Minor Defect, Proov Group shall provide a solution within seventy-two (72) business hours

In order to facilitate the resolution of errors, the Customer shall provide all relevant information regarding the problem, Customer Account, circumstances leading to the problem, confirmation of Customer's configuration details including the Operating system (IOS or Android) that is used.

Proov Group shall be exonerated from its obligation regarding support in case of:

- improper use of the Services, or any use contrary to the Documentation, whether by the Customer or by any person authorized by the Customer;
- any failure of the Customer to perform or observe any of its obligations under this Agreement;
- infringement of Proov Group's intellectual property rights by the Customer;
- attempted access by the Customer to the Application's source code without Proov Group's written consent;
- any attempt of the Customer or a third party, to modify the data being processed by the Application, using an external tool.

ARTICLE 9 : INTELLECTUAL PROPERTY

Proov Group holds all intellectual property rights regarding the Application and its Documentation, the Website, the databases and its brand and company name.

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Proov Group to the Customer, or from the Customer to Proov Group.

Therefore, the Customer is prohibited from any act or omission that might infringe Proov Group's intellectual property rights relating to the above-mentioned items.

The Customer remains the owner of any data/information processed by Proov Group on its behalf during the execution of this Agreement.

ARTICLE 10 : WARRANTIES/LIABILITY

10.1 Warranties

Proov Group warranties the compliance of the Application and related Services with their Documentation. This warranty shall not cover the Customer's specific needs or goals, except to the extent expressly provided otherwise in a specific agreement between Proov Group and the Customer.

10.2 Liability

The Parties expressly agree that under this Agreement, Proov Group is subject only to an obligation pertaining to means, because of the uncertainties intrinsic to the Internet.

Unless expressly stipulated otherwise, the Services shall not include consultancy service or be considered as an interference of Proov Group in Customer's management processes. The role of Proov Group is confined to the provision of the Application and the relating Services. The use of the Services is left entirely to the discretion of the Customer.

The Customer is accountable for the use of its data. Therefore, the liability of Proov Group shall be limited to Customer's data hosting, back-up and security.

Thus, Proov Group shall not be liable for damage resulting from erroneous data.

By express agreement, Proov Group is not liable for damage related to financial or commercial loss, loss of brand image, increase of operating costs.

Proov Group shall not be liable for any direct or indirect damage suffered by the User if :

- the User provided incorrect, false, misleading, falsified, unverified or partial information relating to his identity during account's creation or subscription of the Services ;
- the User does not comply to the Documentation of the Services made available by Proov Group in the Website or in the Application;
- the User signs The Report on behalf of the Customer or a third party without authorization, or misuse his entitlement ;
- the damage is due to an external cause (Force Majeure event, action of a third party, user's own fault).

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ARTICLE 11 : AGREEMENT RELATING TO PROOF

The Parties expressly agree that WeProov Report generated in the Application :

- is an original document ;
- represents documentary proof according to article 1365 of the French Civil Code and therefore may be produced in court in the event of a litigation ;
- has the same probative force as writing on paper, according to article 1366 of the french civil code.

The information gathered

The signatories of the WeProov report are identified from their account's information and/or information gathered throughout the inspection process : Email, telephone number, employer, surname and name, adress... In some use cases, the following supporting documents may be required : identity card, passport driving licence... .

An electronic seal generated automatically by an electronic certificated issued by a recognized certification authority, is affixed in the WeProov Report, and the WeProov reports are recorded into Blockchain in order to certify their authenticity and protects the integrity of their content.

ARTICLE 12 : CONTRACT TRANSFER/ASSIGNMENT

The Customer must not assign, transfer or dispose of any contractual right or obligation under this Agreement without the prior consent of Proov Group.

Notwithstanding that, the Parties agree that the Customer may authorized third parties to acces to, and use, the Services on its behalf and under its control, as end Users.

ARTICLE 13 : SUBCONTRACTING

The Parties agree that Proov Group may subcontract any of its obligations under this Agreement to a third party.

ARTICLE 14 : INDEPENDANCE OF THE CONTRACT STIPULATIONS

If any provision of these General Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. In that case, the Parties shall replace the invalid clauses by valid replacement clauses.

ARTICLE 15 : AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

Proov Group reserves the right to amend these general terms and conditions in order to take account of the development of the Services and/or the regulation relating to the relevant activities.

ARTICLE 16 : TERMINATION

The Agreement may be terminated by Proov Group in the event of a breach of any material obligation by the Customer, particularly in the event of infringement of Proov Group's intellectual property rights or non-payment of the Services fees. The termination shall take effect after notification thereof to the Customer by registered letter with acknowledgment of receipt, without any other prior formal notice. The fees previously paid by the Customer will be kept by Proov Group as penalties, without prejudice to any compensation claim that may be made judicially by Proov Group.

The agreement may be terminated by the Customer in the event of a breach of a fundamental obligation by Proov Group, that is not remedied within a period of one month after notification by registered letter with acknowledgement of receipt.

ARTICLE 17 : REVERSIBILITY

Customer can retrieve from the Services its standard reporting data under CSV or PDF formats, without the involvement of Proov Group, at any time. During the Term, Customer can retrieve from the SaaS Services Customer's data that is inputted into and/or stored via the Services as part of the standard

reporting data under CSV or PDF formats. No later than sixty (60) Business Days following termination or expiry of the Agreement, and upon Customer's written request, Proov Group will grant Customer limited access to the Services for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Proov Group. At the end of such 6 0-day period, and except as may be required by law, Proov Group may delete or otherwise render inaccessible any of Customer Data that remain in Proov Group's "live" site and Customer acknowledges and agrees that Proov Group has no obligation to retain Customer Data. In the event Customer requests Kyriba to return Customer Data, such service will be invoiced at the price in effect at the time of the performance of this service.

ARTICLE 18 : APPLICABLE LAW/DISPUTE RESOLUTION

This Agreement shall be governed by French Law. Failing amicable agreement, any dispute relating to its interpretation, execution or termination shall be submitted to the courts with jurisdiction over the location in which the head office of Proov Group is situated.