

# GENERAL CONDITIONS AND USER LICENSE AGREEMENT FOR THE INNERSHIP PLATFORM

Latest version dated April 5, 2017 v2.10

## LEGAL INFORMATION RELATING TO THE COMPANY

The company **iNNERSHiP SAS**, with a capital of 22,970.00 €, is registered with the Registre du commerce et des sociétés in Montpellier, France under the number 811 488 113 and is located at Résidence Château Levat, 188 rue Alfred Cortot, Montpellier 34000. In the document that follows it is referred to variously as “iNNERSHiP,” “iNNERSHiP company,” and “the Licensor.”

## PREAMBLE AND DEFINITIONS

The scope of this license agreement concerns the use of the "iNNERSHiP" Platform, hereinafter “the Platform” or “the Application.” This Platform allows individuals to plan a professional project, bring it to fruition and help others succeed. It promotes the development of individual talents and mentoring relationships. Its goal is professional growth, which is personal, intimate and unique to each individual. The Platform offers a structure to connect users with people they trust and choose to invite, and uses an effective and proven method to help them fulfill their aspirations, projects or professional dreams. It relies mainly on people’s qualities and strengths to help them develop their potential, including by advising clients on how to best take advantage of their particular academic backgrounds, and by inspiring former students to take on mentorship roles.

A **Client** means any natural or legal person, individual or professional, under private or public law, who wishes to engage in one or more of the services provided by iNNERSHiP, and will be referred to hereinafter as the “Client” or “Licensee.”

A **User** is the natural person who uses the platform, whether directly as a Client or at the client’s request. "Companions" are also considered as users.

A **General Public User** means any natural person who uses the version of the Application that is directly available on the iNNERSHiP website, at the Apple Store or through Google Play. The General Public User does not benefit from an account with specific characteristics sponsored by a company, a university, or any organization that purchases an optional service from iNNERSHiP. “Companions” who meet these conditions may be considered as General Public Users.

The term **Licensee** refers to the Client, User and the General Public User alike. The Licensee must respect the terms of this Contract.

## USER LICENSE

This Contract (referred to hereinafter as the “Contract” or “License”) is entered into between the Licensee and the iNNERSHiP company, which distributes the Platform. This agreement

governs, in particular, the license of the platform and all its components, including software, which remain the property of the Licensor.

Any use whatsoever of the Platform means that the Licensee acknowledges having read this Contract and agrees to be bound by its provisions.

The Licensee acknowledges that he or she has verified the adequacy of the services, as it pertains to individual needs, and has received all the information and advice necessary to express his or her free and informed consent.

## **ARTICLE 1: FORMATION OF THE CONTRACT**

### **1.1 General conditions and special conditions.**

The services offered are subject to special conditions that must be accepted by the Licensee. When a price estimate is drawn up by the INNERSHiP company, it includes the special conditions that modify or supplement these general conditions. The Contract is considered binding once the Client has signed the quoted price representing the special conditions, or upon creation of an account for the User and/or the General Public User.

### **1.2 Starting point of the contract.**

In all cases, the Contract goes into effect starting on the day when the account(s) ordered by the Licensee are created.

### **1.3 Acceptance.**

The Client, User and General Public User, as well as anyone else who uses the Platform, declares to have read the general conditions for the provision of services and to have accepted them without reservation.

### **1.4 Availability and enforceability.**

These general terms of use are readily available for consultation on the company's websites and can also be communicated on request by telephone, email or regular mail.

These general conditions are enforceable by the simple use of the sites and Platforms, and usage assumes full acceptance.

The User acknowledges, by checking the box provided for this purpose when registering, to having read and accepted the conditions before completing his or her account set-up. In particular, he or she expressly agrees to the conditions regarding the collection and processing of his or her personal data.

By creating an account, the User/General Public User is understood to have accepted the general usage terms in force on the day of creation.

### **1.5 Modification.**

INNERSHiP reserves the right to modify its general usage terms at any time.

In the event that the general terms are modified, the applicable conditions are those in force at the time when the User uses the Services.

## **ARTICLE 2: OWNERSHIP**

The Platform is the exclusive property of iNNERSHiP. The Application is not sold to Users and Clients. Instead they are granted only a User License. The INNERSHiP company may use this License to protect its rights in the event of a breach of this Contract.

## **ARTICLE 3: PROPERTY RIGHTS**

All rights, titles and proprietary rights that appear on or in the Platform (including, but not limited to, all patents, trade secrets, trademarks, copyrights and copyrights, images, photographs, videos, audio, music, text and source code, as well as the software applications incorporated in the Platform) and all copies of the Application itself are the exclusive property of the INNERSHiP company.

The Platform is protected by copyright as well as by international treaties and other laws relating to intellectual property rights and unfair competition in particular. Any violation of this Contract may be considered punishable under applicable law.

The Licensee acknowledges that the iNNERSHiP company may update or modify the Software at its discretion, and that iNNERSHiP is under no obligation to provide an updated or revised version of the Platform.

## **ARTICLE 4: INDUSTRIAL PROPERTY**

The Licensee may not claim any ownership whatsoever over trademarks, software and other items of information. Unless otherwise specified, all transferable intellectual property rights relating to the tangible and/or intangible results from the execution of the order remain the property of the service provider regardless of time or geographical limits.

## **ARTICLE 5: LICENSING CONCESSION**

The iNNERSHiP company grants the Client and/or User a license to use the Platform, which is non-exclusive, non-assignable and non-transferable (except under the conditions provided for in this Contract).

The Platform and the accompanying documentation are protected by intellectual property laws. They are licensed and subject to restrictions regarding use and disclosure. Except as provided for in the license agreement or the law, the Licensee may not copy, reproduce, translate, distribute, modify, patent, transmit, distribute, exhibit, perform, publish, share or display the Platform, even partially, in any way or by whatever means.

The Licensee agrees to fair and normal use of the Platform. For example, he or she will not knowingly try to make it produce a different result than expected.

The Licensee agrees not to reengineer, deconstruct, disassemble, or by any means whatsoever translate the Platform code into a form that is intelligible to humans, unless such a possibility

is expressly recognized by regulations in force despite restrictions set out in this Contract. Where applicable, the Licensee must immediately inform the INNERSHiP company.

The Licensee agrees not to modify or remove trademarks affixed to or contained in the Platform and its documentation.

The Licensee agrees not to market, distribute or transfer copies of the Platform to any third party, or electronically transfer the Platform and its elements from a computer to a third party except in the cases provided for in this Contract.

The Licensee may not lease, rent, sell or lend access to the Platform or its elements. The Licensee may not modify, adapt or translate the Platform and its elements, nor create derivative products based on the Platform.

The Licensee agrees to use the Platform only in accordance with the terms provided for in this Contract or in accordance with any special conditions that may have been granted to him or her.

All rights not expressly granted in this Contract are reserved by the INNERSHiP company, which does not grant any implied legal or de facto rights.

Except in specific circumstances provided for in the special conditions, the Licensee must have one license per User.

## **ARTICLE 6: CONTRACT DURATION AND RENEWAL**

The General Public User can terminate the Contract at any time simply by removing their access to the Platform.

This Contract concludes after a period of one year beginning at the point the Client gains access to the Platform. Unless the Client expressly requests otherwise, the contract will be renewed by tacit agreement.

## **ARTICLE 7: INNERSHiP COMPANY OBLIGATIONS**

INNERSHiP agrees to provide all the care and diligence necessary to provide a quality service in accordance with professional norms and practices, and to the best of its ability.

INNERSHiP reserves the right to modify and/or withdraw features and services such as Routes, for example, at its own discretion and without notice. These modifications cannot be used as a basis for Clients to demand compensation or question the duration of the Contract.

## **ARTICLE 8: ACCESS AND DELIVERY**

How long it takes the purchased product to be delivered or for the service to be accessed will be defined in the special conditions or in the specific sale agreement. The INNERSHiP company can only be held liable to the Client in the event of a late delivery that exceeds 60 days beyond the date provided in the special conditions.

## **ARTICLE 9: OPERATING CONDITIONS**

iNNERSHiP aims to allow access to the site 24 hours a day, 7 days a week, except in the event of force majeure, situations beyond the company's control, or shutdowns involving maintenance interventions needed for the proper functioning of the site and the services.

Non-Blocking Anomalies and Semi-Blocking Anomalies are not considered to be service interruptions.

The Licensee acknowledges that bandwidth fluctuations and other contingencies related to access providers are elements that can impact services offered by iNNERSHiP but are beyond the company's technical control.

The Licensee is responsible for verifying ahead of time the suitability of his or her equipment and infrastructure for use with the Platform.

iNNERSHiP agrees to provide the service requested in accordance with the contractual expectations and obligations and to the best of its ability.

## **ARTICLE 10: PLATFORM USE RESTRICTIONS**

The Platform may only be used by the Licensee within the framework of the purposes stipulated in the Contract and in the special conditions.

## **ARTICLE 11: LICENSEE OBLIGATIONS**

### **11.1 Ability**

The Licensee agrees to have the power, authority and ability necessary for the conclusion and execution of this Contract.

### **11.2 Fidelity**

The Licensee agrees to use iNNERSHiP's Sites, Services and Platform fairly and lawfully.

The Licensee agrees to provide accurate and up-to-date information as well as to report any changes to the information he or she has communicated under this Contract. The iNNERSHiP company reserves the right to ask the Licensee for any document needed to prove the accuracy of the information provided.

### **11.3 Moderation and restraint**

Anyone using the Platform agrees to exercise restraint and moderation, particularly in the comments they post.

Anyone using the Platform, therefore, refrains, among other things, from introducing comments or content that violate the rights of third parties or are defamatory, abusive, obscene, offensive, violent or inciting violence, political, racist or xenophobic and, in general, any words or content contrary to the purpose of the Services, the laws and regulations in force, the rights of third parties or good morals.

Anyone using the Platform agrees not to post, indicate or distribute in any form whatsoever information or content that has the effect of reducing, disrupting or preventing the normal use of the Services, or interrupting and/or slowing down the normal flow of communication between Users and Practitioners via the Services, such as software, viruses, logic bombs, bulk messaging, denial of service attacks, etc.

Anyone using the Platform agrees not to post, highlight or distribute in any form whatsoever information or content incorporating links to third-party sites that are illegal, contrary to accepted standards of morality, not in accordance with the purpose of the Services iNNERSHiP provides, and/or prejudicial to the company, in particular to its brand image.

#### **11.4 Confidentiality and security**

The Licensee agrees to keep secret all passwords needed for use of the Platform. He or she has total and exclusive responsibility in this regard, and INNERSHiP disclaims all liability in the event that the Licensee's passwords are compromised and/or used illicitly or fraudulently. Any confidentiality breach regarding passwords is the sole responsibility of the Licensee to the exclusion of that of the INNERSHiP company.

By breach we mean the unauthorized access, certain or probable, of protected information or material. The Licensee must inform the iNNERSHiP COMPANY within 24 hours maximum of the breach and/or loss of one or more passwords.

The Licensee alone bears responsibility for any problems that a breach and/or loss of his or her passwords may pose with regards to the Services that iNNERSHiP provides.

The Licensee agrees to comply with the entire legal framework in force, particularly with regards to legal or regulatory provisions related to intellectual property.

The Licensee agrees to use the Platform in a manner that's fair, lawful, in accordance with good morals, and that does not disturb public order.

In the specific context of privacy protection and the processing of personal data, the Licensee agrees also to respect the doctrine of any supervisory authorities, such as the Office of the Privacy Commissioner of Canada, the Commission Nationale de l'Informatique et des Libertés in France, or Switzerland's Federal Data Protection and Transparency Officer. The iNNERSHiP company cannot in any case be held responsible, even partially, for any consequences stemming from a violation, by the Licensee, of the legal framework in force.

In all cases, the Licensee agrees to take personal responsibility for any claim and/or legal action, in whatever form, nature or object, that may be brought against iNNERSHiP in relation to a breach by the Licensee of the obligations that he or she has accepted under this Contract and, in some cases, as part of the special conditions.

If the aforementioned obligations are not met, the INNERSHiP company reserves the right to terminate the contract immediately and automatically, without prejudice to any damages to which it may claim.

## **11.5 Consequences of non-compliance with obligations**

In the event of a proven, probable or suspected breach of the Contract, iNNERSHiP reserves the right to temporarily or permanently suspend the account that was used in this context.

In the event that the aforementioned obligations are not met, iNNERSHiP may terminate the contract immediately and automatically, without prejudice to any legal or extrajudicial means of action that it may use or any damages to which it may claim. The company may also take steps to prevent the User from re-registering.

## **ARTICLE 12: PERSONAL DATA AND PRIVACY**

The Client, Users and General Public Users must be aware of the iNNERSHiP Platform's Charter on Privacy and Personal Data Protection (<http://iNNERSHiP.com/privacy/>). They are informed that this Charter only concerns processing done by iNNERSHiP itself.

The Client is reminded that iNNERSHiP is only responsible for data processing for which the company has determined a specific purpose and means. The Client is also reminded that he or she must at all times comply with the applicable legal framework and rules as set out by data protection authorities. The fact that the Platform is developed taking into account the principles of Privacy by Design in no way exempts the Client from complying with the laws and regulations in force, particularly with regards to the preliminary formalities and rights of people concerned by any processing of personal data that the Client may carry out.

The iNNERSHiP company can in no way be held responsible for the processing of personal data carried out by the Licensee, even if the latter uses data streams between iNNERSHiP's site(s) and the User of the Platform. In this regard, it is expressly stated that the exploitation of these streams is not only contractually prohibited but that it also, in all likelihood, constitutes a criminal offense.

## **ARTICLE 13: LICENSEE COLLABORATION**

Use of the Platform implies the immediate, full and complete collaboration of the Licensee. If the Licensee does not fully collaborate with the Licensor by failing to comply, in particular, with the provisions of this Contract, he or she has no claim whatsoever to compensation in the event of a malfunction or other problems with the Platform.

## **ARTICLE 14: AGREEMENT REGARDING THE USE OF DATA**

The Licensee accepts that iNNERSHiP may collect, maintain, process and use information, in particular diagnostic, technical and related information, including, but not limited to, information that is collected periodically to help develop software updates, product support, and other Platform related services (if applicable). The iNNERSHiP company may use this information in Version 2.10, ensuring that the identity of the customer is not disclosed, in order to improve its products or to offer services and technology to customers.

## **ARTICLE 15: CONFIDENTIALITY OBLIGATIONS**

Unless all parties agree otherwise, they are obliged not to reveal to third parties, except in the context of compliance with a legal obligation or a judicial decision, the information to which they will have access in the context of this Contract.

Specifically, each of the parties agrees not to disclose the documents or information communicated by the other during the execution of this Contract. They also agree to ensure confidentiality among all collaborators.

## **ARTICLE 16: NON-SOLICITATION OF STAFF**

Each of the parties agrees, during the term of this contract plus a period of 12 months from its expiration, not to hire, contract or make offers of employment to an employee of the other party in question without prior written consent from that party.

## **ARTICLE 17: PRICES AND ROYALTIES**

### **17.1: Price**

The price is defined in the sales offer or in the special conditions and is payable when ordering. In any case, payments due to the grantor may not be suspended or be the subject of any reduction or compensation without written consent from the grantor.

The Client is solely responsible for payment of all sums due under this contract and whatever special conditions apply.

Services ordered and the currency are all noted in the order form; they include all taxes unless otherwise specified.

The Client agrees to receive his or her invoice(s) in electronic form, in particular via email.

The iNNERSHiP company reserves the right to modify its prices at any time provided it informs the Client by e-mail or via an online warning on the iNNERSHiP.com Site and one month in advance if the new rates, excluding tax, are less favorable to the Client. In such cases, the Client will then have a period of one month to terminate his or her contract without penalty. Otherwise, the Customer will be deemed to have accepted the new prices. Price changes will apply to all contracts and in particular to those in progress.

If a price change results from a new tax or a change in the rates of existing taxes, then iNNERSHiP may immediately pass on the corresponding price change to the Client.

### **17.2: Method of payment**

The Client agrees to pay by IBAN transfer, the only method of payment accepted by iNNERSHiP, unless otherwise stipulated in the special conditions.

Users and General Public Users can pay directly through the mobile version of the Application and in accordance with the terms that apply.

By express agreement and except in the case of payment extensions requested within the appropriate timeframe and granted by the iNNERSHiP company in a specific and written

manner, the total or partial default of payment on the due date of any sum due under this Contract or specific conditions will automatically and without prior notice:

Require the mandatory payment of all outstanding amounts, regardless of the method of payment provided; result in the interruption of current services; and prevent Clients from renewing services or setting up new contracts with the company.

### **17.3: Penalties for late payment**

In the event of late payment, a penalty charge amounting to three times the legal interest rate (and excluding taxes) will be added to the Client's bill.

## **ARTICLE 18: FORCE MAJEURE AND GOVERNMENT FIAT**

Neither party to the Contract may hold the other liable if the execution of the agreement is delayed or prevented due to a case of force majeure, a fortuitous event, or an external cause, such as but not limited to a natural disaster, strike, social conflict, state of war, earthquake, fire, explosion, intervention by civil or military authorities, water damage, or malfunction or interruption of the electricity or telecommunications network.

The same is true of government fiat, when authorities, in other words, institute a measure that is beyond the control of parties in the Contract and has the effect of making it more difficult to fulfill that agreement.

## **ARTICLE 19: TROUBLESHOOTING**

Technical support is provided five days a week (Monday-Friday) from 9:00 a.m. to 6:00 p.m. Customized support may be negotiated at the Licensee's request, but must be the subject of a separate contract or be provided for in the special conditions. The timeframe for resolving anomalies is not guaranteed.

In the event of a service malfunction, the Licensee must consult the Platform documentation and ensure that the difficulties he or she encounters are effectively linked to the Platform and not, for example, to the state of his or her network and/or its information system.

The Licensee understands that the Support is meant only to resolve anomalies and can in no way compensate for the Licensee's lack of training. The INNERSHiP company reserves the right not to adhere to a Client's request if his or her behavior or the frequency of requests disturbs the normal functioning of the support service or suggests that the person is in fact using the Support to receive training.

If the anomaly is attributable to INNERSHiP, the company will fully bear the costs of diagnosis and repair. If the observed anomaly is attributable to the Licensee, the INNERSHiP company may possibly charge those costs to the Client.

## **ARTICLE 20: RIGHT OF WITHDRAWAL**

In accordance with Articles L. 121-21 and sections of the Consumer Code, the Licensee (when he or she is recognized within the existing legal framework as a Client) has a right to withdrawal. He or she can exercise this right without having to justify reasons or pay penalties

with the exception, where applicable, of return costs, by sending a letter or email addressed to Customer Service at INNERSHiP within 14 days of signing the Contract.

The consumer or non-professional Licensee accepts that the right of withdrawal cannot be exercised for contracts for the provision of services fully executed before the end of the withdrawal period and whose execution has started. The Licensee also accepts that this right cannot be exercised for contracts for the supply of digital content not supplied on a physical medium whose execution has begun.

## **ARTICLE 21: WARRY LIMITATIONS AND EXCLUSION**

Within the limits established by applicable law, INNERSHiP provides access to the Platform and (if applicable) all related support services without any express or implied warranty.

The Platform and support services are provided as is and with all their imperfections. The iNNERSHiP company expressly excludes all other implied or express guarantees, including, but not limited to, any (should it exist) implied guarantee of quality, suitability for a particular use, guarantees with regards to third-party rights, or the absence of viruses.

The INNERSHiP COMPANY excludes, in particular but without this being an exhaustive list, any guarantee against any interruption in the total or partial functioning of the Platform, and/or against malfunctions and errors. The iNNERSHiP COMPANY does not guarantee that the Platform's faults will be corrected.

No information or advice communicated by INNERSHiP or one of its representatives in any way whatsoever, in particular orally or in writing, constitutes a guarantee for the benefit of the Licensee.

The limited warranty described above is the only warranty that INNERSHiP grants to the Licensee. The INNERSHiP company expressly excludes all guarantees, including legal ones, other than those set out above. This exclusion includes, in particular, any guarantee against hidden defects (to the extent permitted by applicable regulations) or usage suitability within the framework of existing laws and regulations in force.

If the execution of the Contract or of any obligation incumbent on INNERSHiP is prevented, limited or altered due, in particular, to a failure of the transmission networks, collapse of installations, blackout, a law, of an injunction, of a request or of a governmental requirement, of a strike or of any other circumstance beyond the reasonable control of the company, then, subject to having promptly notified the situation to the Licensee, iNNERSHiP will be exempted from performing its obligations for the duration of the impediment, limitation or alteration. Likewise, the Licensee will, to the same degree and in the same context, be exempted from meeting obligations impacted by the aforementioned context.

## **ARTICLE 22: EXCLUSION AND LIMITATION OF REMEDIES AND COMPENSATION**

### **22.1: Exclusions**

The INNERSHiP company, along with its managers, partners, executives or employees, cannot be held liable for any indirect damage whatsoever (this specifically includes damage due to loss of business or profits, business interruptions, loss of commercial data, etc.), or

direct losses of business, profits or income, whether foreseeable or not, arising from the use or the inability to use the Platform or its documentation, regardless of the arguments put forth.

## **22.2: Limitations.**

Under this License, the total liability of iNNERSHiP for any damage whatsoever suffered as a result of the Platform, and arising in any way whatsoever, within the limits expressly specified in the License, may in no circumstance exceed the amount paid for acquiring the rights to use the Platform that caused the damage.

This limitation does not apply in the event of death or bodily injury resulting in particular from any negligence on the part of iNNERSHiP if (and to the extent that) existing law provides for this liability.

The provisions of this License do not in any way impact or affect legal provisions protecting consumers who have acquired the Mobile Application and access to the Platform outside of a professional activity.

## **ARTICLE 23: RISKY USAGES**

This Platform has been developed for general use in the context of professional development. It is not designed or intended for use in any kind of risky situation, including ones that may cause bodily harm. If the Licensee uses the Platform in a dangerous context, he or she is responsible for taking necessary measures to provide optimal security conditions. The iNNERSHiP company declines any responsibility for damage caused by the Platform's use in a risky context.

## **ARTICLE 24: REFERENCES**

The Licensor reserves the right to include the name of the Licensee on a list of references, unless the Licensee expressly objects.

Except if the Licensee expressly objects, the Licensor may include the Licensee's logos and brands and other distinctive signs in this list of references, which may be disseminated in the company's communication materials (website, brochures, presentations, etc.).

To convey his or her objection in such cases, the Licensee should contact iNNERSHiP by email.

## **ARTICLE 25: TRAINING**

The Licensor recommends that the Licensee make use of the training provided for use of the Platform. Training will be billed in accordance with the prices stipulated in the sales offer.

## **ARTICLE 26: TERMINATION**

This Contract may be terminated at its point of expiry. Otherwise it will be tacitly renewed in accordance with the terms set out in Article 6.

Each party has the right to terminate the contract without compensation in the event of force majeure or government writ that lasts for more than 30 days.

iNNERSHiP may terminate this Contract at any time without notice if the Licensee does not comply with the terms of the agreement. Following such termination, the Licensee shall cease using the Platform, and all rights conferred on it by this License shall terminate.

The Licensee may request termination before the expiry date by registered mail with written acknowledgment of receipt to iNNERSHiP SAS, Résidence Château Levat, 188 rue Alfred Cortot, Montpellier 34000. In this case, the Client cannot claim reimbursement for sums already collected by the iNNERSHiP.

Should one of the parties fail to meet his or her obligations as set out in this contract or in the special conditions and not rectify the situation within a period of 30 days after being notified by the other party, the contract will be terminated automatically, without prejudice to any damages that may be claimed.

## **ARTICLE 27: GENERAL PROVISIONS**

### **27.1: Nullification**

If any of the provisions of this user license agreement is declared legally void, it will be considered annulled, without affecting the other clauses, which will retain their force and their scope.

### **27.2: Waiver**

The fact that the grantor does not require that any particular clause or clauses in this Contract be applied may in no case be considered as a waiver, by the grantor, of the rights contained in said clause(s).

### **27.3: Communications**

For any exchange by electronic means (in particular email and/or contact forms), the date and time of the iNNERSHiP company server will prevail between the parties. This information will be kept by iNNERSHiP for the duration of the contractual relationship.

## **ARTICLE 28: APPLICABLE LAW AND JURISDICTION**

This Contract is subject to French law.

Any dispute relating to the execution or interpretation of this Contract will, subject to legal reservations, be the exclusive jurisdiction of the Commercial Court of Montpellier, whether or not there are multiple defendants or warranty proceedings.