

TRACTEL TRACEABILITY PLATFORM TERMS OF USE

BACKGROUND

The TRACTEL Traceability Platform is a website developed by Tractel SAS., a French company ("Tractel") to give the counterparty to this Agreement ("you") the ability to easily view, monitor and process data being generated by your Quick Response Code of the Height Safety Product(s).

By using the Traceability Platform you recognize to be bound by these Terms of Use. Please print and retain a copy of these Terms of Use. Tractel® may, from time to time, change these Terms of Use. When the terms are changed, Tractel will post the updated terms and your continued use of the Traceability Platform after such changes will constitute your acceptance of the new terms. If you do not agree to any changed terms, or if at any time you no longer wish to abide by these Terms of Use, you should discontinue using the Traceability Platform. A printed version of the most current Terms of Use can be accessed at any time by contacting Tractel.

ACCESS TO THE TRACEABILITY PLATFORM

Tractel hereby grants you the right to access the Traceability Platform subject to the terms of this Agreement and you agree that you shall use the Traceability Platform only in accordance with these Terms of Use and applicable law.

In order to protect the Traceability Platform for all users, it is necessary that you not use the Traceability Platform unless you use appropriate technical safeguards to secure the devices that you are using to access the Traceability Platform, including up-to-date virus protection on PCs, smartphones and tablets. You are responsible for installing and maintaining all equipment and systems necessary to access the Traceability Platform and for paying all charges related thereto if any.

SECURITY AND PASSWORDS

Access to the Traceability Platform may be enabled by usernames, passwords, security questions and answers and additional security measures as may be implemented from time to time on the Traceability Platform (notably to insert comments). You will choose your username and password when registering for access. You must maintain your username and password and security questions and answers in strict confidence. In no event may you share your username or password or security questions and answers with any other person or allow another person to access the Traceability Platform using your username and password or security questions and answers. You agree that you shall immediately notify Tractel if you have any reason to believe that your username, password or security questions and answers has been lost, compromised or misused in any way. You are responsible for any and all use of the Traceability Portal under your username and password.

OWNERSHIP OF YOUR DATA, INTELLECTUAL PROPERTY

In order to operate the Traceability Platform and potentially provide additional services you hereby grant to Tractel: (a) the right to reproduce, copy, use and distribute any data or other information transmitted to, utilized or distributed by, or stored on the Traceability Platform to the extent needed to provide the services of the Traceability Platform, and you warrant that you have the right to grant to Tractel such rights, and (b) a license to use such data or other information on a de-identified basis to improve the Traceability Platform or generate insights about and otherwise create other services now or in the future. All right, title and interest in and to ideas, including inventions, creations and improvements whether or not patentable or copyrightable, conceived or made in connection with the Traceability Platform's operations or services, or other services provided (or as may be provided) by Tractel, shall be owned exclusively by Tractel and are hereby conveyed to Tractel.

TERM; TERMINATION

Tractel may terminate this Agreement and/or terminate or suspend your access to the Traceability Platform at any time and for any reason. Tractel has the right to refuse to provide access to the Traceability Platform to any person or organization, or to prohibit any person or organization from using the Traceability Portal, at any time and for any reason. Tractel reserves the right to change, suspend, or discontinue all or part of the Traceability Platform, temporarily or permanently, without prior notice. Tractel reserves the right to deactivate any account at any time, for any reason.

DISCLAIMERS

ACCESS TO THE TRACEABILITY PLATFORM AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE THAT: (A) TRACTEL IS NOT WARRANTING THAT THE OPERATION OF THE TRACEABILITY PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, AND (B) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRACTEL, ITS AGENTS OR EMPLOYEES SHALL CREATE ANY WARRANTY.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TRACTEL DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT TRACTEL MAY, WITHOUT NOTICE, SUSPEND SERVICE OF THE TRACEABILITY PLATFORM FOR THE PURPOSE OF REPAIR, MAINTENANCE, OR IMPROVEMENT OF ITS SYSTEMS, AND THAT YOU SHALL NOT BE ENTITLED TO ANY DISCOUNT OR REFUND FOR ANY LACK OF AVAILABILITY OF THE TRACEABILITY PLATFORM FOR ANY REASON.

TRACTEL DOES NOT CONTROL THE DEVICES, COMPUTERS, INTERNET CONNECTIONS OR OTHER MEANS BY WHICH YOUR CONFIDENTIAL INFORMATION WILL BE GATHERED OR TRANSMITTED AND, AS A RESULT, CAN NOT PREVENT INTERCEPTION OR COMPROMISE OF THAT INFORMATION. TRACTEL THEREFORE MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE TRACEABILITY PLATFORM.

LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE TRACEABILITY PLATFORM OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE TRACEABILITY PLATFORM. UNDER NO CIRCUMSTANCES SHALL TRACTEL OR ANY TRACTEL AFFILIATE BE LIABLE IN ANY WAY FOR YOUR USE OF THE TRACEABILITY PLATFORM OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL TRACTEL OR ANY TRACTEL AFFILIATE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE TRACEABILITY PLATFORM, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TRACTEL OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NON-DISCLOSURE; CONFIDENTIALITY; USE OF FEEDBACK, ETC.

You acknowledge and agree that the Traceability Platform is the property of Tractel (or its licensors) and is protected by French and international copyright, trademark, and international laws and regulations. Except as expressly provided in this Agreement, Tractel does not grant any rights to you. Accordingly, unauthorized use, copying, redistribution or publication of the contents of the Traceability Platform is illegal and strictly prohibited; *except that* you may print, copy electronically, or download the data generated by Products that you own.

During the term of this Agreement and thereafter you agree not to: (a) copy, modify, create a derivative work of, reverse engineer, reverse assemble (or allow any third party so to do); or (b) access (or attempt to access or allow any third party to access) the servers providing the services of the Traceability Platform except by means of the interfaces provided therefor by Tractel.

You agree that Tractel shall have the right to use and incorporate into the Traceability Platform any feedback, suggestions or other input you provide regarding the Traceability Platform or any other product or service of Tractel and that such right shall survive termination of this Agreement.

GENERAL PROVISIONS

This Agreement shall be governed by and construed in accordance with the laws of France without regard to its rules on conflicts or choice of law, or, as to matters affecting copyrights, trademarks and patents. You hereby consent to the exclusive jurisdiction and venue of the courts seated in Paris (France) for the resolution of any dispute based upon or relating to this Agreement. You further agree that all claims, actions or proceedings against Tractel must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this Section must be complied with strictly.

This Agreement constitutes the sole agreement between you and Tractel relating to your use and our provision of the Traceability Platform and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or Tractel. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default, nor will any delay in enforcing the terms of this Agreement constitute a waiver of, or otherwise impair, the subsequent enforcement of those terms. No waiver by Tractel of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in a writing signed by the parties. The interpretation of this Agreement shall not be construed against the drafter.

A printed version of this Agreement and of any related notice that was given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Privacy Policy (Traceability Platform TRACTEL)

Welcome to the website www.trac.tel. By connecting to or browsing the website, you agree that you have read, understood and accepted, without limitation or reservation, the personal data and cookies management policy and our terms and conditions of use. Please note that other terms and conditions and personal data protection policies apply to other TRACTEL websites, and we recommend that you read them carefully.

This Confidentiality Policy aims to inform all users of the www.trac.tel traceability platform about how their personal data are used and about their rights under European Regulation no. 2016/679 concerning personal data protection.

1) What data do we collect ?

Tractel SAS collects several types of personal data regarding your :

- Navigation data on our website ;
- Data that you sent us via the contact form ;
- Data that you sent us via your registration to use the platform

2) Use of cookies

When you navigate on the www.trac.tel website, we use cookies.

Cookies are data stored in the terminal equipment of an internet user and are used by the website to send information to the internet user's browser enabling this browser to send information to the original website (for example, a session identifier, the choice of a language or a date).

The cookies enable the storage, for the term of validity of the cookie concerned, of status information when a browser accesses the various pages of a website or when this browser returns to this website later.

Only the cookie issuer can read or change the information contained in it.

There are different types of cookies:

- session cookies which disappear as soon as you leave the website;
- persistent cookies which remain on your terminal until the expiry of their lifetime or until you remove them using your browser's functions.

You are informed that when you visit the website, cookies may be installed on your terminal equipment.

a) Use of cookies by TRACTEL

We use several categories of cookies, notably:

- Cookies that are "necessary" for the smooth operation of the website and help to facilitate your browsing on the website by simplifying the essential functions of the website (such as navigation between pages). The successful operation of the website partially depends on these cookies;
- Statistical cookies (such as Google Analytics) help us understand how you are interacting with the website, the pages you consult, the device you are using, your connection country, etc. They are used to analyse visiting frequency and use of the Website.

b) Use of cookies by third parties:

These are cookies left on your device by third-party companies.

For example, we use the Google reCAPTCHA algorithm. This cookie is used on contact forms in order to stop or discourage other users or spambots from sending spam. The use of this technology implies the installation of the non-profiling cookie from Google Inc.

The collection of information from third-party applications is not under our control.

We suggest checking the relevant pages of the third party's Privacy Policy in order to find out more about the nature of the details collected, the purpose of collection and the ways in which you can exercise your rights of access, objection and cancellation.

For more information on Google's privacy policy, please go to this page: <https://policies.google.com/privacy?hl=en>

By using the reCAPTCHA service, you consent to the processing of your data by Google, by the means and purposes stated above.

You have several options for deleting cookies.

In fact, while most internet browsers are configured by default and accept the installation of cookies, you have the possibility, if you so wish, of choosing to accept all cookies, or of refusing them systematically or even of choosing to accept certain cookies depending on the issuer.

You may also configure your browser to accept or refuse cookies on a case by case basis prior to their installation. You may also regularly delete cookies from your terminal via your browser.

Remember to configure all browsers on your various terminals (tablets, smartphones, computers).

For the management of cookies and your choices, the configuration of each browser is different. This is described in your browser's help menu which will explain how to change your preferences with regard to cookies.

For example:

- for Internet Explorer (TM): <http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>
- for Safari (TM): <http://docs.info.apple.com/article.html?path=Safari/3.0/fr/9277.html>;
- for Chrome (TM): <http://support.google.com/chrome/bin/answer.py?hl=fr&hlrm=en&answer=95647>;
- for Firefox (TM): <https://support.mozilla.org/fr/kb/activer-desactiver-cookies-preferences>;
- for Opera (TM): <http://help.opera.com/Windows/10.20/fr/cookies.html>.

However, we inform you that if you configure your browser to refuse cookies, certain functions, pages, areas of the website will not be accessible, for which we may not be held liable.

We also draw your attention to the fact that when you object to the installation or use of a cookie, a refusal cookie is installed on your terminal equipment.

If you delete a refusal cookie, it will no longer be possible to identify you as having refused the use of cookies.

Likewise, when you accept the installation of cookies, a consent cookie is installed. Consent or refusal cookies must remain on your terminal equipment.

The cookies we use on our Website are kept for a maximum period of 13 months.

3) Contact Form Data

When you visit the website, you may need to provide us with a number of items of personal data, such as your first name and surname, email address, company name, title, ... in order to use the services available.

These contact form data are likely to be sent to the TRACTEL company in Europe likely to respond to your request and are required for your request to be processed and for recontacting you.

If you leave a comment intended to be posted online, we may be required to publish some of your personal data on the website. Given the characteristics of the internet, namely the unrestricted capture of published data and the fact that it is difficult, or even impossible, to control how third parties can use these data, we hereby inform you that you can object to this publication by contacting us as explained in article 4 below « *your rights* ».

The legal basis of this processing is the consent of the person concerned and the execution of pre-contractual measures, where applicable.

Personal data collected and processed are hosted in European Union.

TRACTEL agrees to implement appropriate technical measures to guarantee the security and confidentiality of personal data.

4) Your rights

You may exercise your rights to access, correct and delete your data and also your rights regarding the portability of your data at any time, as well as your right to limit processing or to oppose it by contacting info.tsas@tractel.com.

Any person whose personal data are collected may define general or special directives regarding the storage, deletion and communication of their personal data after their death. Special directives may be registered with the data controller and general directives may be registered with a digital trusted third party certified by the CNIL (Commission Nationale de l'Informatique et des Libertés) [French Data Protection Commission]. General or special directives may be modified or deleted at any time.



You also have the right to file a complaint regarding the processing of your personal data by TRACTEL at any time by contacting: Commission Nationale de l'Informatique et des Libertés (France).

We inform you that your personal data will be kept for the time necessary for the performance of the purposes for which they have been collected and will be deleted after three years of inactivity on your account.

Legal

Company publishing the Website www.trac.tel
Tractel SAS
Siège social : RD 619 – 10 100 Saint-Hilaire-sous-Romilly - France

Corporation company under Franch Law (Société par Action Simplifiée)
Registered Capital : 4 769 671€
Trade and Companies Register : Troyes under the number 422 197 962
VAT No : FR 05 422 197 962
Phone number : +33 3 25 21 07 00
Email : info.tsas@tractel.com
Publication Director : Tractel SAS General Manager

Hosting :
Company name : OVH
Head Office : OVH – 2, rue kellermann BP 80157 59053 ROUBAIX Cedex 1 - France
Phone number : +33 9 72 10 10 07