

GENERAL TERMS AND CONDITIONS IMPLEX

The present conditions of sale are concluded on the one hand:

- by **IMPLEX SASU**, a company with share capital of €60,000, whose registered office is at ESPACE OUEST-39 chemin du Moulin Carron - 69570 DARDILLY (France), registered with the LYON Trade and Companies Register under number 409 780 517, hereinafter referred to as "**IMPLEX**", and which manages the **www.reactile.net** website.
- and, on the other hand, by any legal entity or individual wishing to take out a recurring subscription via the **www.reactile.net** website, hereinafter referred to as "the purchaser".

Article 1. Object

The present conditions of sale aim to define the contractual relations between **IMPLEX** and the buyer for all purchases made via the **www.reactile.net** website. The acquisition of any product or service via the present e-commerce site **www.reactile.net** implies unreserved acceptance by the purchaser of the present terms and conditions of sale, which the purchaser acknowledges having read prior to ordering. Prior to any transaction, the purchaser declares that he/she has full legal capacity to commit himself/herself under these general conditions of sale.

IMPLEX reserves the right to modify its terms and conditions of sale at any time, in order to comply with any new regulations or in order to improve the use of its site or to change the prices of subscriptions to its Reactile software. Consequently, the applicable conditions will be those in force at the date of the order by the purchaser.

Article 2. Subscription of the personal use license

Subscription to the REACTILE personal user license is as shown on the **IMPLEX** website **www.reactile.net**. The REACTILE personal license can be downloaded from the website in the form of libraries. The sale of the REACTILE personal license subscription service presented on the **www.reactile.net** website is intended for all B to C market buyers residing in countries that fully authorize the entry of these products and services into their territory.

Article 3. Reactile Enterprise User License

The Reactile Enterprise license is that which appears on the **IMPLEX** website **www.reactile.net**. The Reactile Enterprise license can be downloaded from the website in the form of libraries. The sale of the Reactile license subscription service presented on the **www.reactile.net** website is intended for all B-to-B market buyers residing in countries that fully authorize the entry of these products and services into their territory.

Article 4. Prices

The prices of recurring subscriptions shown on the **www.reactile.net** website are in Euros (€) excluding taxes, and depending on the purchaser's country, all taxes included (TTC) are applied, taking into account the VAT applicable on the day the order is placed. Any change in the VAT rate may be reflected in the price of subscriptions. **IMPLEX** reserves the right to modify its prices at any time, it being understood, however, that the price shown on the website on the day of the order will be the only price applicable to the purchaser.

Article 5. Order and payment terms

Before placing an order, the buyer, B to C or B to B, must create a customer account on the **www.reactile.net** website, using an international credit card. **IMPLEX** offers the purchaser the option of ordering and paying for the REACTILE license subscription, with a choice of 2 payment options:

- **Secure payment by credit card (via the Stripe system):** the buyer selects the quantity of REACTILE software personal or company license subscription he/she wishes to order in the "shopping cart", checks the delivery address or enters a new one. Once all the information has been checked, the buyer acknowledges and accepts the terms and conditions and the selected product license.

Once the order has been confirmed, the purchaser is redirected to the secure interface in order to enter his/her credit card details. If payment is accepted, the order is recorded and the contract definitively concluded. Payment by credit card is irrevocable. In the event of fraudulent use of the card, the purchaser may demand cancellation of the card payment by his bank in accordance with the rules of his country. The cardholder is not liable if the disputed payment has been proven fraudulent, at a distance, without physical use of the card. To obtain reimbursement of the fraudulent debit and any bank charges incurred, the cardholder must contest the debit in writing to his or her bank (see contractual

clauses of the customer's bank). The amounts debited will be reimbursed by the cardholder's bank within a contractually-agreed timeframe following receipt of the cardholder's written objection.

- **Payment by SEPA direct debit:** the buyer may select this option at the start of the order process. The buyer must follow the steps and deadlines of the SEPA direct debit security process.

Confirmation of an order implies acceptance of these terms and conditions of sale, of the terms and conditions of the rights of use of the products and services, acknowledgement of full knowledge thereof and waiver of the right to invoke one's own terms and conditions of purchase. All data supplied and the recorded confirmation shall be deemed proof of the transaction. The purchaser must enter his/her e-mail address on the order form, and **IMPLEX** will send confirmation of the order by e-mail.

If the purchaser wishes to contact **IMPLEX**, he may do so either by post at the following address: ESPACE OUEST - 39, Chemin du Moulin Carron - 69570 DARDILLY (France); or by email to support.reactile@implex.fr or by telephone on 33 (0)04 72 18 09 98.

Article 6. Subscription and renewal

Online subscriptions to **www.reactile.net** are either monthly or for twelve months, and entitle the user to:

- A contractual responsiveness from the support team
- Technical support via @mail: support.reactile@implex.fr
- In the event of an incident and the reproduction of a bug, a corrective patch will be delivered.
- A new version of the product if it is released during the contracted subscription period: with all patches and possible upgrades
- Automated subscription renewal
- In the event that the renewal of the subscription is stopped, if the customer wishes to resume the subscription, he/she must pay for the resumption of his/her subscription at the current price.

Article 7. Reservation of industrial ownership of the product

IMPLEX retains full and complete ownership of the product and its REACTILE license, and does not transfer the right of final personal or corporate use until full payment of the subscription fee, all taxes included, has been received.

Article 8. Delivery

Upon receipt of payment, delivery of the Reactile license is made by sending a license activation key to the e-mail address indicated on the order form. This key will activate the Reactile license once it has been installed.

Article 9. Support availability

For help with installation, our support service is available via:

- @email : support.reactile@implex.fr
- Tel: 04 72 18 09 98 (Mo-Fr: 08:30' to 12:30' and 13:30' to 16:30')

Article 10. COPYRIGHT PROTECTION.

The Reactile Software and its contents are the intellectual property of **IMPLEX SASU** and are protected by international copyright laws and related treaty provisions.

Article 11. Limited warranty

This Software is licensed "AS IS". If for any reason you are dissatisfied with the Software, delete it from your computer system and destroy all copies.

In no event will **IMPLEX SASU** be liable to you for any damages, including lost profits, lost savings or other incidental or consequential damages arising out of your use or inability to use the Software.

Article 12. Non-responsibility

IMPLEX is only bound by an obligation of means in the distance selling process. It cannot be held liable for any damage resulting from the use of the Internet web network, such as loss of data, intrusion, virus, service interruption or other unintentional problems.

By installing and using the Software, you hereby agree to hold **IMPLEX SASU** harmless from any loss, direct or consequential damage or claim incurred by you resulting from reliance on the results obtained by using the Software.

Article 13. Intellectual property of the website

All elements of the **www.reactile.net** website are and remain the exclusive intellectual property of **IMPLEX**. No one is authorized to reproduce, exploit, or use for any purpose whatsoever, even partially, elements of the site whether in the form of photo, logo, visual or text.

Article 14. Personal data

Please go to the e-commerce site link [Data privacy policy](#).

IMPLEX is committed to preserving the confidentiality of information provided by the purchaser, which he/she may be required to transmit in order to use certain services. All information concerning the purchaser is subject to the provisions of law no. 78-17 of January 6, 1978 (Data confidentiality policy). Internet users have the right to access, modify and delete information concerning them. They may request this at any time by post to the following address: IMPLEX - ESPACE OUEST - 39, Chemin du Moulin Carron - 69570 DARDILLY (France).

Article 15. Law and jurisdiction

These terms and conditions of distance selling are governed by French law. The Tribunal de Commerce de Lyon (France) shall have exclusive jurisdiction over all disputes relating to the sale, the REACTILE license or the interpretation of these terms and conditions of sale.