

GENERAL TERMS OF USE

Access to and use of the Software offered by WEDIA are subject to the present General Terms of Use and imply the express, prior, full and complete acceptance by the Users of the latter and of WEDIA's privacy policy.

The General Terms of Use are systematically brought to the attention of Users to enable them to access and use the Software. They apply exclusively to any use of the Solution and prevail over all other conditions, except those that have been expressly accepted by WEDIA. Consequently, all other conditions are only binding on WEDIA after written confirmation by WEDIA.

ARTICLE 1 : DEFINITIONS

In the context of these General Terms of Use, the terms used below have the following meanings, whether used in the singular or plural:

- "Customer": means the entity that has entered into a contract with WEDIA for the purpose of developing and having access to a DAM Solution.
- "General Terms of Use": refers to the present General Terms of Use of the Solution by Users.
- "Account": refers to the personal account created by the User and enabling him/her to access the Software.
- "Client Content": means the assets integrated into the Software.
- "Client Data": refers to the personal data of the Client and its Users, processed by Wedia as a subcontractor.
- "Software": means the software as a service provided by WEDIA to the User.
- "Privacy Policy": refers to WEDIA's data privacy policy, which is accessible via the "Privacy Policy" section of the Website.
- "Solution": means the SaaS software offered by WEDIA.
- "User": means the persons who have been authorized by the Client to access and use the Software.

ARTICLE 2 : ACCESS TO SERVICES

The Software is accessible via the Platform, seven (7) days a week and twenty-four (24) hours a day.

It is accessible for the entire duration of the Client's license subscription.

ARTICLE 3 : CUSTOMER CONTENT

The Software allows the uploading and publishing of the Customer's media, as well as written texts, images, Internet links, location information and other content.

Any Client content available on the Software belongs to the Client or belongs to its Users. WEDIA does not claim any ownership rights to the Client Content. The Client retains all intellectual property rights to the Client Content

The Client is solely responsible for the content of its Users and for all consequences arising therefrom. The Client declares and guarantees:

- That he is the creator and owner of the User Content or that he has all the necessary rights from other persons or companies to use his User Content on the Software;
- That the Client Content does not infringe or misappropriate any third-party rights, including copyrights and other intellectual property rights, rights of privacy, publicity rights or moral rights, and does not slander anyone;

- That the Client Content is in no way obscene, malicious, defamatory, abusive, hateful;
- That the Client Content is in no way illegal, fraudulent, or would encourage, solicit, promote, glorify or provide instructions for any criminal or civil offence.

ARTICLE 4 : USE OF THE SOFTWARE

The User may use the Software in accordance with its intended purpose and these General Terms of Use. Any misuse of the Software may result in the suspension or termination of his Account.

The Client is solely responsible for ensuring that he and his Users comply with the technical and system requirements for the use of the Software during the term of the Agreement.

WEDIA will take all necessary measures to protect the Software and its Users. Nevertheless, the Client must also take the necessary precautions to ensure that the process by which the Client and its Users access and use the Software does not expose the Client and its Users to the risk of viruses, malware or other deficiencies in the Customer's computer system. Client represents and warrants that it obliges its Users accordingly. The Client is solely responsible for the security of its own computer security system and access to the Internet, in particular the installation of firewalls and antivirus programs to protect its system.

The Client shall use the Software for its internal activities and shall not violate the security or integrity of the Software in any way. The Client agrees to make "standard" use of the Software and therefore, without limitation, to:

- Make reasonable use of the Software, and avoid mass actions on Content (downloading, exporting and updating) involving more than 1,000 Contents;
- Not to add more than 10,000 Contents in a table;
- Do not add Content larger than 4 GB.
- Do not use the DAM Software to store personal images;
- Do not use the DAM Software as a sharing service outside of the Contents;
- Not to use the DAM Software via its API service beyond reasonable limits (5 simultaneous API connections maximum) in order not to degrade the WEDIA Service for other Clients;
- Limit to 5 the number of applications connected to the DAM and consuming Content;
- Not to deliver Content on external sites without using the DXM module;
- Not sharing logins and passwords.

In general, the use of the Software's APIs is subject to reasonable usage limits as determined by WEDIA. The User agrees not to exceed these limits and to comply with all API usage policies published by WEDIA. WEDIA reserves the right to limit, suspend or block access to the APIs in the event of exceeding the limits of use or other violations of these Terms of Use.

The User is responsible for all actions taken via the APIs from his Account, including any charges incurred for exceeding usage limits.

ARTICLE 5 : MEASURES IN CASE OF VIOLATION / TERMINATION

WEDIA reserves the right to suspend or terminate the User's Account in case of violation of these General Terms of Use.

WEDIA also reserves the right to permanently block the User's Account in question if the User concerned (a) has transferred his User's Account or granted access to another User or Third Party; (b) has made inappropriate content available within the Solution; (c) has caused considerable damage to other Users, WEDIA or Third Parties; (d) has seriously or repeatedly violated the Agreement; or (e) has committed an action that can be qualified as other significant reason.

The temporarily or permanently blocked User may not use the Software services via another existing or newly created User Account.

WEDIA reserves the right to temporarily suspend a Client Software in the event that such Client Software (a) presents a security risk to any Third Party; or (b) has a negative impact on the Software of any other WEDIA Client or the Solution in general.

ARTICLE 6 : INTELLECTUAL PROPERTY

The Software and all related rights are the exclusive property of WEDIA. All rights of use are granted to the User and the Client for strictly personal purposes only and may not be transferred to third parties without the prior authorization of WEDIA.

The Client and its Users do not acquire any right, title, or interest herein.

ARTICLE 7 : CONFIDENTIALITY

WEDIA undertakes to protect the confidentiality of the User and not to disclose his/her information to third parties, except in cases provided for by law or with the User's permission.

ARTICLE 8 : WARRANTY

WEDIA does not guarantee that the Software will be free of errors or will function without interruption. WEDIA cannot be held liable for any direct or indirect damage resulting from the use of the Software.

ARTICLE 9 : UPDATE OF THE GENERAL TERMS OF USE

WEDIA reserves the right to modify these General Terms of Use at any time without prior notice. Continued use of the Software after any modification constitutes acceptance of these modifications.

ARTICLE 10 : CONTACT

Any clarification relating to the application of these General Terms of Use, any request for information or complaint relating to the operation of the Solution must be sent:

- By e-mail, to the address support@wedia-group.com,
- By post, to the address WEDIA, Service support, c/o WeWork, 33 rue Lafayette, 75009 Paris

ARTICLE 11 : APPLICABLE LAW

These General Terms of Use and any action relating to them shall be governed by French law. The exclusive jurisdiction and venue for any action relating to these Terms of Use shall be the city of Paris, France.