

**Terms of Service**  
**Web Geolocation "Woosmap API"**

To register on this website and benefit from the Services, all CLIENTS must expressly accept these Terms of Service. It is therefore necessary that each CLIENT reviews this document in so far as it defines the rules of registration of the CLIENT and the supply of Services.

When the CLIENT initiates his registration with WGS on this website and ticks the box "*I accept the Terms of Service of "Woosmap Web Geolocation API "*", he recognises that he has reviewed these Terms of Service beforehand and accepts them unreservedly.

WGS advises its Clients to save or print the Terms of Service without, however, modifying them.

The statutory information required from website publishers is available on the page "Statutory information".

**CLAUSE 1 - CONTRACTING PARTIES**

These "Woosmap Web Geolocation API Terms of Service" (hereinafter referred to as the "Terms of Service") completed with the "Woosmap Web Geolocation API Specific Terms" (hereinafter referred to as the "Specific Terms") constitute an agreement "hereinafter referred to as the "Agreement") between:

**Web Geo Services,**

A French limited liability company with a share capital of € 362,301,  
registered at the Registry of Trade and Companies of Montpellier under No. B 514 073 998,  
whose registered office is at 19, rue de la République, 34000 MONTPELLIER,  
hereinafter referred to as "WGS",

**AND:**

The "CLIENT", as designated in the Specific Terms attached hereto,

**CLAUSE 2 - DEFINITIONS**

Between the parties, words or expressions beginning with a capital letter shall have the meanings below:

"Address(es)": means the postal addresses of the interest points of the CLIENT or the collection points of his goods, with their various attributes specified in Technical Schedule 2 (such as days and times of opening) communicated to WGS by the CLIENT.

"API" (Application Programming Interface): means a set of functions giving access to the services of an application through a programming language. In the context of the Agreement, the term API specifically refers to the IT programmes enabling the Application to interface with the Woosmap Platform. The APIs may only be used with API keys for the purposes of securing and personalising Addresses.

"Application": IT programme published by WGS and installed by the CLIENT on his Website to offer Geolocation Functions and enable WGS to collect the Data of Internet Users.

"Console": means the area of the website of WGS (console.woosmap.com, on execution of the Agreement), accessible only to the CLIENT holder thereof, on receiving his Identifiers and passwords enabling him to generate API keys for his Websites and to follow up the Services in so far as possible with the functionalities offered.

"Data": means the information collected from Internet Users relating to their geolocation, either by automated technical means or by the communication of an address by the Internet User himself. The types of Data collected is set out in Technical Schedule 2

"Geolocation Functionalities": means the search and display functionalities of addresses offered to Internet Users by the CLIENT on his Website, using the Application and APIs.

"Identifier": means the e-mail address enabling a person authorised by the CLIENT to access the Console by entering his

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password. The CLIENT determines the number of Identifiers approved to connect with and use the Console.

"Operations": means all calls to woosmap APIs, through Application or directly.

"Service(s)": means only the services described in the Agreement that are provided to the CLIENT by WGS, consisting mainly, on the CLIENT's Website of offering Geolocation Functionalities to Internet Users and issuing them with an Address depending on the Data collected from them.

"Internet User(s)": means any person visiting the Website of the CLIENT using a terminal such as a personal computer, tablet or smartphone.

"Website": means the CLIENT's websites, the addresses of which are set out in the Specific Terms, interfaced with the Woosmap Platform with a view to providing the Addresses to Internet Users.

"Woosmap Platform": means the WGS technologies implemented to ultimately provide the Addresses to Internet Users.

### **CLAUSE 3 - OBJECT**

The Terms of Service govern the terms and conditions according to which WGS shall provide:

- the Application and access to the APIs of the Woosmap Platform to the CLIENT to enable him to offer Geolocation Functionalities on his Website;
- the Addresses to the CLIENT's Internet Users in accordance with the Data collected from them and on the basis of the information previously supplied to WGS by the CLIENT;
- access to the Console in order to allow the CLIENT to follow up the Services.

### **CLAUSE 4 – CONTRACTUAL DOCUMENTS**

The Agreement between the parties is constituted, to the exclusion of any other, solely by the following contractual documents in decreasing order of legal value:

- the Specific Terms (approved on line if applicable);
- these Terms of Service;
- the Technical Schedules.

In the event of disagreement, ambiguity or conflict between the terms of these various contractual documents, terms in the document of higher rank shall prevail.

If there are successive versions of the aforementioned documents, the latest version only shall be contractually binding.

This Agreement sets out all the obligations of the parties. It cancels and replaces all previous verbal or written undertakings relating to its object.

The Agreement may only be modified by an amendment signed by the approved representatives of the parties.

The Technical Schedule, however, may be updated by the WGS alone, as part of an improvement to Services, and WGS shall be responsible for communicating these updates to the CLIENT.

The correspondence which the parties may exchange shall not be valid as an amendment.

### **CLAUSE 5 - ENTRY INTO FORCE AND TERM**

The Agreement shall enter into force at the date of signature of the Specific Terms by both parties.

Unless otherwise provided in the Specific Terms, the Agreement is entered into for an initial term of one (1) year. Irrespective of the initial term, it shall be tacitly renewed for one or more period of one (1) year, unless one of the parties notifies the other by e-mail sent at least three (3) months prior to the expiry of the term that it wishes to terminate the Agreement on the expiry of the current period.

However, in the event of one of the two following thresholds being reached (number of Addresses contained in the database

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or number of Operations) depending on what is provided in the Specific Terms, the Agreement shall terminate early on the date on which the first of these thresholds is reached. In such case, the Agreement shall be renewed automatically from that date for a further period of twelve (12) months.

The CLIENT shall be informed of the forthcoming reaching of one of the two thresholds by WGS by e-mail sent to the address provided in the Specific Terms, on reaching eighty per cent (80%) of the number of Addresses contained in the database or the number of Operations. If the CLIENT does not want the Agreement to be renewed according to the procedures of the preceding paragraph, he should advise WGS by e-mail: the Agreement will then terminate either when the first of the aforesaid thresholds is reached or on the normal expiry of its term.

In the event of the term expiring and the Agreement being tacitly renewed for a further term, the number of Addresses contained in the database and the number of unused Operations by the CLIENT for the expired period cannot be carried forward to the period of renewal of the Agreement.

**CLAUSE 6 – PROCEDURES FOR THE EXECUTION OF THE AGREEMENT**

**6.1** – The Agreement may be entered into by the signature of the Specific Terms on paper by the parties.

**6.2** – The Agreement may also be entered into on-line provided that no Agreement has been entered into in accordance with Clause 6.1 above and that the CLIENT has duly completed the elements constituting the Specific Terms on-line and accepted the Terms of Service. The subscription procedure cannot be completed if one of the mandatory fields of the Specific Terms has not been completed, or if the box "*I accept the Terms of Service of 'Woosmap API' Web Geolocation*" has not been ticked.

WGS reserves the right to ask any CLIENT to provide supporting evidence to the information communicated during the subscription procedure. This information must be complete and accurate as at the date of inscription of the CLIENT on this website.

If this information is modified, the CLIENT undertakes to correct them immediately through the Console.

WGS cannot verify the identity of CLIENTS or the accuracy of the information they provide. The CLIENT therefore recognises he could incur liability to WGS for communicating information that is false or becomes so.

CLIENTS are strictly prohibited from registering on this website under several identities or under a false identity.

**6.3** – Irrespective of the method of entering into Agreement, the Services shall be reserved solely to natural or legal persons who are traders. Consequently, any natural person must be able to provide a proper identification number referring to the geographical location of individual premises of the company in order to register with this website.

**CLAUSE 7 – DESCRIPTION OF THE SERVICES**

The Services are mainly the following:

- access to the Console enabling each CLIENT notably to generate API keys for its Websites and to follow up the Services in so far as available with the functionalities offered;
- configuration of a database dedicated to the CLIENT in which the Addresses shall be registered;
- provision of APIs to the CLIENT which he will have to use to interface his Website with the Woosmap Platform;
- provision of the Application to the CLIENT to be installed by him into the source code of the web pages of his Website;
- installation and management of cookies on the terminals of Internet Users, subject to their consent;
- collection of Data of Internet Users and processing their requests;
- provision of Addresses to Internet Users in accordance with their requests;
- provision to the CLIENT of Data collected from Internet Users.

**CLAUSE 8 – ACCESS TO THE CONSOLE**

**8.1** – Irrespective of the methods by which the CLIENT has entered into this Agreement, he shall have private access to the Console by connecting to the following address: <https://console.woosmap.com> using one or more Identifiers.

**8.2** – In the event of off-line subscription, the CLIENT should connect to the following address: <https://console.woosmap.com> in order to identify himself in order to gain access to the Console.

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**8.3** – In the event of on-line subscription, the CLIENT must choose his Identifier and password to complete his subscription and access the Console and, if necessary, create other Identifiers.

**8.4**– In any event, WGS reserves the right to prohibit access to the Console and thereby access to the resulting Services if the identifier of a CLIENT is contrary to moral standards or is unlawful, without notice or indemnity to the CLIENT, and without prejudice to the rights of WGS.

The CLIENT shall choose his Identifier and password. He should change his password regularly, using the Console. It is strongly advised not to choose a password that is an everyday word, but to alternate numbers and letters, and upper and lower cases.

The CLIENT is solely liable for his Identifiers and password and the usage he makes thereof. He expressly undertakes to keep his password confidential and not to communicate it for any reason whatsoever. Consequently, the CLIENT expressly recognises that entering any Identifier and password is valid as proof of his identity and indicates his consent to all the operations that will be carried out on the Console after he has identified himself.

The CLIENT must ensure that his e-mail address remains valid throughout the period in which he uses the Console, failing which he may no longer be able to gain access thereto, in particular if he loses his password.

The account of a CLIENT is strictly personal and cannot therefore be transferred to a third party by any means whatsoever, even gratuitously.

WGS shall not be liable for any loss that the CLIENT may incur as a result of the use of his Identifier or password by a third party. In the event of loss, misuse or fraudulent use of all or part of his Identifier or password, the CLIENT must notify WGS immediately. He shall remain liable for any use made of his Identifier or password before informing WGS and before WGS has been able to modify them within a reasonable period of time. If a CLIENT distributes or uses his Identifier in a manner that is contrary to its agreed purpose, WGS reserves the right to terminate the Agreement and to prohibit access to the Console without notice or indemnity. WGS may also instigate proceedings to obtain compensation for any loss it may suffer as a result of such distribution or use.

The parties expressly agree that these provisions are fundamental between them.

**CLAUSE 9 – CONFIGURATION SERVICES**

The Addresses are registered on the Woosmap Platform and any subsequent modifications thereto are made by transferring a file containing the aforesaid Addresses and/or by API connection to the Woosmap Platform.

The CLIENT is solely responsible for keeping any copy of this file for the purposes of backup and/or archiving.

WGS is only undertaking to host and provide automated access to the Addresses solely to Internet Users.

This registration of the Addresses on the Woosmap Platform requires the file containing them to be in the format defined by WGS.

This format is described on-line on the website <http://developers.woosmap.com>. It may be updated by WGS at any time. WGS shall advise clients of any modification to this format through the developments log of the platform ("changelog") on the website <http://developers.woosmap.com>.

It is therefore the responsibility of the CLIENT to configure the transmission file of his Addresses. WGS excludes all liability for the absence or malfunctioning of the Services in the event of failure by the CLIENT to configure this file correctly.

Moreover, the CLIENT undertakes to include, in the code of the web pages of its Website, the Application developed by WGS for the purpose of exchanging Data and Addresses with Internet Users, according to the procedures set out in the clause entitled "Consent of Internet Users to cookies".

Lastly, the CLIENT undertakes to interface his Website with the Woosmap Platform using the APIs provided by WGS.

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WGS may assist the CLIENT if he is unable to perform all or part of these tasks.

Such service will be provided after the CLIENT has accepted a specific quotation presented by WGS.

**CLAUSE 10 - CONSENT OF Internet Users TO COOKIES**

The CLIENT is solely and fully responsible for his Website.

The CLIENT is, however, reminded that the installation of and access to cookies in the terminal of a Internet User are in particular governed by the provisions of Article 32 II of French Law No. 78-17 of 6 January 1978 relating to French Information Technology, Data Files and Civil Liberties as amended, as well as the provisions of "Deliberation No. 2013-378 of 5 December 2013 relating to the adoption of a recommendation relating to cookies and other trackers within the ambit of Article 32-II of the law of 6 January 1978", adopted by the *Commission Nationale Informatique et Libertés* (French data protection authority) (CNIL).

Consequently, and (i) in so far as the use of the cookies of WGS results from connection to the CLIENT's Website and (ii) the CNIL, in its Deliberation, holds WGS and the CLIENT "*jointly liable*" for the obligations arising from the aforesaid Article 32 II, the CLIENT warrants WGS the conformity of its Website for the use of the cookies of WGS with statutory provisions.

In particular, Internet Users must first consent to WGS cookies, considered to be "third party cookies", being installed on their terminal.

Consequently, for cookies used by WGS, the CLIENT undertakes to display the following information for Internet Users on its Website, subject to the required adaptations which may in particular be required due to the use of various other cookies (or any suitable equivalent information depending on regulatory evolutions):

1/ In the notification bar:

*"By continuing to browse this site, you are agreeing to the use of third-party cookies which geolocalise your session on this site. Further information"*

2/ On the page corresponding to the link "*Further information*", it is also possible to follow a link to our website <http://www.woosmap.com/privacy> and to refuse the installation of the cookie:

*Types of cookie used: Geolocation cookie*

*Description: This cookie is installed on our websites, mobile sites and mobile applications by a third party, Web Geo Services, in order to collect data relating to your physical location for the purpose of allowing you to benefit from certain functionalities of our websites and/or our services and/or those of other clients of Web Geo Services such as the communication of addresses of shops and/or collections points that are closest to you, as well as their opening days and times*

*Duration: In accordance with applicable regulations, this cookie will be valid for a maximum of 13 months. On the expiry of this period, your consent will be requested again in the notification bar*

*Processing: Geolocation data will be processed in the manner declared to the CNIL, and of which Web Geo Services will be in charge, for the purposes of geolocation on the various websites you browse, using Web Geo Services technology.*

*Recipient: Our company is the sole recipient of the processed data, limited to data collected from our websites or applications.*

*Information: In accordance with the "Information Technology, Data Files and Civil Liberties" Law of 6 January 1978, as amended, you have a right of access and the right to rectify information relating to you, which you may exercise by contacting: Web Geo Services – Services consommateurs – 19, rue de la République 34000 Montpellier or [help@woosmap.com](mailto:help@woosmap.com).*

*Objection: You may also, on legitimate grounds, object to your data being processed by connecting to: <http://www.woosmap.com/privacy>*

Reciprocally, WGS warrants the CLIENT compliance with the terms of the "Information Technology, Data Files and Civil Liberties" Law.

**CLAUSE 11 - PROVISION OF ADDRESSES TO Internet Users**

If a Internet User consents to the installation of WGS cookies:

- WGS installs a cookie on the terminal of the Internet User;
- the Application is then activated to enable information to be exchanged between the terminal of the Internet User and

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the Woosmap Platform to geolocate the Internet User using either the position transmitted by his browser (from wifi networks and/or GPS) or his IP address, or using location data which is entered by him, if required.;

- the Data of the Internet User are thereby transmitted to the Woosmap Platform which, in return, provides the Internet User with the most relevant Address in accordance with his own geolocation and other criteria such as the days and times of opening of the CLIENT's interest points, depending on the day and time at which the request is sent to the Woosmap Platform; and
- the Data, together with the unique identifier of the cookie are stored securely by WGS for maximum statutory duration of 13 months, in order to provide the Internet User with a better service every time he logs on either to the CLIENT's Website or to the website of a third party who is also a client of WGS.

If a Internet User agrees to the installation of a WGS cookies and he has already accepted a WGS cookie having previously browsed the Website or the website of a third party who is also a WGS client:

- if the information previously collected is sufficiently relevant and recent, then the Internet User will not be asked for information and Addresses will immediately be communicated to him;
- if the information previously collected is not sufficiently relevant and recent, the procedure set out in the preceding paragraph shall be followed, and the cookie generated previously shall in such case be updated.

If a Internet User does not consent to the installation of WGS cookies:

- No cookie shall be installed on the terminal of the Internet User;
- the Application will consequently be activated to ask the Internet User for an address (at the very least the name of a town);
- the Data of the Internet User are thereby transmitted to the Woosmap Platform which, in return, provides the Internet User with the most relevant Address in accordance with his own geolocation and other criteria such as the days and times of opening of the CLIENT's interest points, depending on the day and time at which the request is sent to the Woosmap Platform.
- No Data is stored by WGS.

#### **CLAUSE 12 - COMMUNICATION OF DATA TO THE CLIENT**

If, in application of the clause "Consent of Internet Users to cookies", Data is collected and stored by WGS, WGS may communicate the Data to the CLIENT as part of an additional service further to a specific commercial offer. The Data thereby communicated shall be strictly limited to the Internet Users only and to the Data collected from the Website of the CLIENT.

#### **CLAUSE 13 - AGREEMENT ON EVIDENCE**

In so far as may be required, in the relationship between the parties, the CLIENT expressly agrees that automatic recordings by:

- the Woosmap Platform shall be considered to be valid evidence:
  - o of the nature, substance and date and time of the Addresses and Data recorded, read, amended and deleted on the Woosmap Platform; and
  - o more broadly, of any information exchanged through or with the Woosmap Platform.
- the Console shall be considered to be valid evidence:
  - o of the use of their Identifier and password, and the dates and time of such use:
  - o of the nature, substance and date and time of the operations carried out by the CLIENT on the Console; and
  - o more broadly, of all the correspondence and information exchanged through the Console between WGS and the CLIENT.

#### **CLAUSE 14 - RIGHT OF USE**

##### **14.1 – API and the Application**

WGS is the holder of all the intellectual property rights and/or rights of use, in particular copyright or database rights, relating to the APIs and the Application (hereinafter referred to together as the "Programmes").

Throughout the entire term of the Agreement, WGS grants the CLIENT, including his Internet Users, a non-exclusive, personal and non-transferable right to use the Programmes and Data in respect of which the CLIENT recognises that, due to their organisation in the form of a database, moreover resulting from their collection from several clients, WGS is the sole producer thereof within the meaning of Articles L. 341-1 *et seq.* of the French Intellectual Property Code. This provision does

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not, however, prejudice the right of the CLIENT to constitute his own database and to be the producer thereof, using the Data transmitted to him by WGS in application of the Agreement.

These rights shall apply to any functional evolutions which WGS may apply to the Programmes and Data during the performance of the Agreement.

It is expressly agreed that WGS shall keep all other intellectual property rights. Any exercise of such other rights shall constitute infringement which may lead to legal proceedings.

The CLIENT undertakes not to delete, amend or alter any statement of the proprietary rights (including copyright and trademarks, terms of use of links or characteristic marks) displayed or provided by the Service. If these statements are not displayed or provided with the Service, the Client must display them in accordance with the API Documentation.

#### **14.2 – Console**

WGS is the holder of all the intellectual property rights and/or rights of use, in particular copyright, database rights and trademarks, relating to the Console, its content and all elements of which it is composed.

The Console, as well as the software programmes, database structures, texts, information, analyses, images, photographs, graphics, logos, sounds, trademarks and any other data contained in the Console shall remain the exclusive property of WGS or, as the case may be, their respective owners with whom WGS has entered into agreements of use.

Under no circumstances may they be reproduced, used or represented without the written and express authorisation of WGS, failing which legal proceedings shall be instigated.

WGS grants the CLIENT a non-exclusive, internal, personal and non-transferable right of use to the Console as well as the original intellectual work and data it contains. The right thereby granted consists of (i) the right to consult on-line the original intellectual work and data contained in the Console and (ii) the right of reproduction consisting of one print out and/or saved copy of these original intellectual work and data consulted. It is understood that this right of use only applies to strictly private use.

Any other use of the Console, in particular commercial use, by the CLIENT is prohibited without express and written consent of WGS.

The CLIENT in particular, but not exhaustively, undertakes not to reproduce and/or represent for other than private use, download, sell, distribute, issue, translate, adapt, exploit, distribute, broadcast or communicate in whole or in part, and in any form whatsoever, for commercial or other purposes, any original intellectual work or data contained in the Console.

Lastly, the domain name of the website from which access is provided to the Console, woosmap.com, belongs to WGS.

#### **CLAUSE 15 - WARRANTIES**

WGS warrants to the CLIENT that the main functionalities of the Programmes conform to their documentation as set out in the Technical Schedule.

Despite WGS having taken special care in the design and realisation of the Programmes, the CLIENT is informed that an IT programme cannot be guaranteed free of error or suspension of operation, or of defects, which he expressly accepts.

WGS warrants the CLIENT that it has all the copyright to the Programmes and consequently, the peaceful enjoyment of the rights granted pursuant to the clause entitled "Right of Use".

If the CLIENT receives a formal demand from a third party claiming that all or part of the Programmes infringes its copyright and/or constitutes unfair competition, the CLIENT undertakes to inform WGS within thirty (30) days from receipt of such formal demand.

In the event of a dispute with such third party, the parties agree to collaborate and, in particular, communicate to each other any useful document, in so far as required in their reciprocal interests.

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If, further to proceedings instigated by the third party there is a definitive sanction or a signed settlement between the claimant and WGS with the prohibition of exercising all or part of the rights granted hereunder, WGS shall try to:

- obtain the right to continue exercising these rights for the CLIENT;
- replace the Programmes or infringing functionalities with a similar programme;
- modify the Programmes so that they would no longer constitute an infringement.

WGS shall hold the CLIENT harmless against any definitive sanction resulting from the use of the Programmes in respect of the Agreement, within the limit of the amounts paid by the CLIENT to WGS as part of this agreement. Such indemnification constitutes the sole and only compensation which the CLIENT may claim.

It is expressly agreed that this clause defines all the obligations of WGS in favour of the CLIENT, to the exclusion of any other, in respect of the infringement of any intellectual property right. The warranty set out in this clause is expressly excluded in the event of the CLIENT not calling on the guarantee from WGS within thirty (30) days from the day on which he is served the writ for infringement proceedings and/or unfair competition. WGS shall not hold the CLIENT harmless against any proceedings for the infringement of its intellectual property rights and/or unfair competition committed outside of French territory.

In the event of the Programmes being provided as a trial, the parties expressly agree that WGS excludes all liability and warranty.

WGS does not provide any other warranty to the CLIENT other than those provided in this clause.

## **CLAUSE 16 – FINANCIAL TERMS**

### **16.1 – Services provided gratuitously or for value**

For as long as the number of API calls by the CLIENT is less than or equal to the threshold for gratuity set out in the Specific Terms, the Services are provided as a trial to the CLIENT.

The number of API calls by the CLIENT are accounted for on the basis of the coefficients stipulated in the Specific Terms. The definition of the various calls is available in Technical Schedule 2.

The number of API calls by the CLIENT is recorded by the Woosmap Platform, and the provisions of the clause entitled "AGREEMENT ON EVIDENCE" are expressly applicable to such recording.

Once the number of API calls by the CLIENT is equal to 80% of the number provided in the Specific Terms, the CLIENT is informed thereof by e-mail and/or through his web Console, and WGS reserves the right to contact the CLIENT to assess his requirements and offer him commercial terms adapted to his consumption.

If the number of API calls by the CLIENT exceeds the number set out in the Specific Terms, the clause entitled "PRICE AND PAYMENT PROCEDURES" is applied according to the Specific Terms.

### **16.2 - Price and Payment Procedures**

In consideration of the provision of the Services, the CLIENT shall pay WGS the price set out in the Specific Terms, after deduction of any discounts or reductions.

The price of the Services is an overall flat rate. It is payable annually in advance.

The procedures for payment are set out in the Specific Terms. By default, invoices shall be sent to the registered office of the CLIENT.

In accordance with Article L. 441-6 of the French Commercial Code, the terms of payment of WGS invoices is thirty (30) days from the date of issue of the invoice.

No discount shall be applied for early payment.



### **16.3 – Payment default**

The parties expressly agree that failure to pay the price when due shall automatically and without prior formal demand, and notwithstanding the application of the clause entitled "TERMINATION OF THE AGREEMENT", lead to WGS:

- suspending any active services;
- immediately claiming due any amounts outstanding to WGS for any reason whatsoever;
- in application of Article L. 441-6 of the French Commercial Code, from the day following the settlement date stated on the invoice, applying a penalty for late payment calculated as the product of the outstanding amount and the interest for late payment applied by the European Central Bank to its most recent refinancing transaction plus 10 basis points, without this rate being less than three times the French statutory interest rate, calculated for each day of delay. In such event, the rate applicable during the first half-year of the relevant year shall be the rate in force on 1<sup>st</sup> January of the relevant year. During the second half-year of the relevant year shall be the rate in force on 1<sup>st</sup> July of the relevant year. Penalties for late payment are due without the requirement of any reminder. Any professional party that is late with payment shall automatically be liable to the creditor for a flat rate indemnity of €40 for recovery costs, this amount being set by decree. Where the recovery costs incurred are greater than the amount of this flat rate indemnity, the creditor may ask for additional compensation, on submission of supporting evidence. The creditor may not, however, claim such compensation where the launch of safeguard proceedings, or court turnaround of liquidation proceedings prohibits the payment on its term of the debt due. The amount resulting from this interest at the end of the calendar half-year shall be compounded and taken into account for the calculation of any interest for late payment for the following calendar half-year. This interest for late payment is due in addition to any damages which WGS may claim on the grounds of non-performance of the Agreement by the CLIENT.

## **CLAUSE 17 – INFORMATION TECHNOLOGY, DATA FILES AND CIVIL LIBERTIES**

### **17.1 – Data of Internet Users**

The Data of Internet Users collected both on the Website of the CLIENT and from the websites of other clients of WGS shall give rise to the processing of personal data which has been the object of a declaration to the CNIL under number 1974001 v 0.

In so far as required, it is recalled that in so far as the Data collected from Internet Users who consented thereto on the Website are communicated by WGS to the CLIENT, the CLIENT, who is the "recipient" within the meaning of the aforesaid Law No. 78-17 of 6 January 1978, must notably inform the Internet Users thereof according to the procedures set out in Article 32 III of this law, and make any relevant declaration to the French Information Technology, Data Files and Civil Liberties (CNIL).

### **17.2 – Information on CLIENTS**

WGS places great importance on personal data protection and wishes to confirm to its CLIENTS that their private lives are protected. The purpose of this clause is to inform the CLIENTS of the processing of their personal data, i.e. data by which they may be directly or indirectly identified, as well as their rights concerning such processing.

The CLIENT is informed that his registration as well as the use of the Services gives rise to the collection and automated processing by WGS of his personal data, the use of which is subject to the provision of Law No. 78-17 of 6 January 1978 relating to French Information Technology, Data Files and Civil Liberties as amended by Law No. 2004-801 of 6 August 2004.

This processing of personal data has been the object of a declaration to the CNIL under No. 2029376 v 0.

The personal data thereby collected and processed notably include:

- (i) information provided on registration;
- (ii) technical data such as, for example, the URL used by the CLIENT or his IP address.
- (iii) the statistical data of use of this website and the Services.

Mandatory responses, without which the CLIENT cannot enter into the Agreement or gain access to the Services, are referred to as such on the forms on this website.

The information thereby collected is processed electronically for the purpose of providing CLIENTS with optimised used of

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this website and their registration on this website in order to be able to use the Services.

The CLIENT has the right of access to and the right to rectify the data concerning him as well as the right to object, on legitimate grounds, to the processing of this data, which he may exercise contacting WGS in writing 19, rue de la République 34000 MONTPELLIER – France. In the last case, this request must be signed by the CLIENT and state his identity.

Moreover, WGS offers all its CLIENTS e-mailed newsletters to which they may subscribe by providing their e-mail address. If a CLIENT no longer wishes to receive such messages, he may stop receiving them at any time by clicking on the link provided for this purpose and present in each newsletter.

The e-mail addresses thereby collected are processed electronically for the purpose of sending out the WGS newsletter. A CLIENT who is registered on the mailing list for the newsletter has a right of access to and the right to rectify his data, which he may exercise at any time directly in his "My Account" Space or by contacting WGS in writing at 19, rue de la République 34000 MONTPELLIER – France.

WGS shall have the exclusive right to use this data.

In accordance with the French simplified NS-048 standard, "Client files - prospects and on-line sale" issued by the French Information Technology, Data Files and Civil Liberties (CNIL), the data of CLIENTS used for commercial prospecting may be stored for three years from the end of the commercial relationship.

Data establishing proof of a right or contract, or which is stored pursuant to a statutory obligation may, however, be the subject of an intermediate archiving policy for a duration not exceeding the duration required in view of the purposes for which it is stored, in accordance with current regulations (in particular, but not limited to, those provided in the Commercial Code, the Civil Code and the Consumer Protection Code.

The respect of his private life and the protection of the personal data which the CLIENT transmits to WGS are fundamental, and WGS shall endeavour to secure them by implementing all the means at its disposal to maintain data security and, in particular, prevent them from being deformed, damaged or unauthorised third parties gaining access thereto.

Consequently, exchanges between CLIENTS and WGS carried out through this website shall be protected using the secure communication protocol "SSL".

With the constant aim of improved satisfaction of the requirements of its CLIENTS, WGS may share certain information with its service providers, referred to as "subcontractors" within the meaning of the aforementioned law (e.g. for the provision of web hosting infrastructure). In all other cases, personal data may not be disclosed to third parties without the prior consent of the CLIENT.

WGS does not intend to sell or market the personal data of its CLIENTS. WGS shall keep confidential the personal data of the CLIENTS.

**CLAUSE 18 - FUNCTIONNING OF THE WOOSMAP PLATFORM AND THE CONSOLE**

WGS undertakes to apply all means available to reach the quality standards of the Services provided in the Technical Schedule for the Woosmap Platform.

WGS reserves the right to modify at any time certain functionalities of the Console or to add new ones thereto which shall automatically become subject to the Agreement.

The Console is optimised for browsing with the two most recent versions of the following browsers:

- Google Chrome
- Mozilla Firefox
- Windows only: Internet Explorer, Microsoft Edge
- Apple: Safari only.

WGS shall apply every effort to ensure that the Woosmap Platform and Console are normally accessible 24 hours-a-day and 7 days-a-week, except for maintenance periods, force majeure events or any other even that is beyond the control of WGS.

Moreover, the operation of the Woosmap Platform and/or Console may be momentarily reduced or suspended for all or some Internet Users, in order to carry out maintenance, updating or technical improvements, during the approved maintenance periods defined in the Specific Terms. WGS shall therefore not incur liability for such service suspensions or disruptions.

No provision of the Agreement may be construed as placing WGS under an "obligation de résultat" (as defined under French law), with respect to the quality of the Services and/or the operation of the Woosmap Platform, notably their availability and standard of performance.

The only "obligations of résultat" undertaken by WGS pursuant to the Agreement are set out in the "Service Level Agreement" ("SLA") described in the Technical Schedule, applicable to the Woosmap Platform only. It is expressly agreed that this SLA shall not apply for as long as the Services are provided gratuitously by WGS to the CLIENT.

WGS shall not be held liable for the Console failing to operate, impossibility to gain access thereto or malfunctions of the Console that are due to unsuitable equipment, malfunctions of the services of the CLIENT's internet provider or those of the internet. The same shall apply for any other reason external to WGS.

WGS does not warrant that the Console shall operate without disruption or error.

## **CLAUSE 19 - CONFIDENTIALITY**

### **19.1 – Definition and Scope**

The following are deemed confidential: any information, data, documents of any kind communicated by one party to the other for the purposes of the Agreement, verbally, in writing or in electronic form, and including, without restriction, any design, industrial strategy, marketing plan, minutes of a meeting, memorandum, analysis, model, drawing, prototype, sample, improvement, perfection, development, methodology and know-how, irrespective of whether or not such information is capable of protection as intellectual property.

In particular, the Technical Schedule is confidential.

This undertaking of confidentiality does not, however, apply to information:

- that is already, or will be at the time of its disclosure, in the public domain and therefore is or will be accessible on a non-confidential basis, without one party providing it to the other;
- in respect of which one party has expressly in writing given its consent to the other party for disclosure to third parties; or
- that must be disclosed to public or judicial authorities by virtue of a court decision, investigative proceedings, an inquiry or any applicable law or regulations, after, and in so far as legally possible, given prior warning to the other party and after having applied every effort to restrict the scope of the disclosure.

### **19.2 – Regime**

Each party undertakes not to disclose any confidential information, know-how, technical, marketing or manufacturing secret of the other party, and not to use this information or these secrets for any purpose other than the due performance of this Agreement.

The provisions of this clause shall survive for five (5) years following the communication of the confidential information. Moreover, this obligation of confidentiality shall survive the termination of this Agreement, on whatever grounds, for as long as the relevant information or secrets have not fallen into the public domain, within the limit of the aforementioned period of five (5) years.

## **CLAUSE 20 – NON-SOLLICITATION OF STAFF**

Each party undertakes not to, except with the prior written consent of the other party, to directly or indirectly offer to hire any associate of the other party who has directly participated in the performance of the Agreement or to use his services in any capacity whatsoever. This undertaking shall apply throughout the performance of the Agreement and for a further period of two (2) years from its expiry.

In the event of one party failing to comply with this obligation, it shall compensate the other party by the payment of an indemnity equal to twelve (12) months the total gross remuneration paid to this associate during the month preceding his departure.

#### **CLAUSE 21 – TERMINATION OF THE AGREEMENT**

Except in the event of force majeure as provided in the clause entitled "FORCE MAJEURE", in the event of non-performance by one of the parties of its fundamental obligations, the other party may notify such party of the termination of the Agreement, by registered letter with confirmation of receipt sent thirty (30) days after sending formal demand to remedy the breach, by registered letter with confirmation of receipt, which has remained without effect, without prejudice any damages which may be due.

#### **CLAUSE 22 – FORCE MAJEURE**

WGS shall not be liable for any breach, delay or non-performance of its obligations pursuant to the Agreement, where such breach, delay or non-performance is connected with a force majeure event.

The parties expressly agree that in addition to those usually considered such by the French courts, the following shall be considered to be force majeure events: total or partial strikes that are internal or external to WGS, lock-out, bad weather, blockages of means of communication for any reason whatsoever, computer or server breakdowns, electrical or technical problems blocking telecommunications, failure or malfunction of internet transmission networks and any other event that is beyond the control of the parties that prevents the due performance of the Agreement.

Moreover, the CLIENT represents that he is aware of the complexity of global networks, the inequality between the various subnetworks, the flow of users at certain times and various "bottlenecks" at certain points of the internet. As with current protocols of internet transmission, it is not possible to ensure that messages will duly be received with certainty and continuously, or the integrity of the documents sent, WGS shall therefore not incur liability in the event of poor transmission due to the breakdown or malfunction of these transmission networks.

Moreover, as the internet is open to all, and notably to those with bad intentions, the CLIENT recognises that WGS cannot guarantee the absolute secrecy of the Data or correspondence exchanged using the means available on the Console. WGS does, however, undertake to take all the measures it has available to ensure that the Data collected and recorded is secure.

The parties shall apply every effort to prevent and mitigate the effects of the non-performance of any of the obligations herein caused by such circumstances.

The party not suffering the force majeure event shall be entitled to notify the other party of the termination of the Agreement where the effects of this force majeure event extend beyond two (2) months.

If at any stage of the performance of the services that are the object hereof, the CLIENT fails to take into account the recommendations, advice or warnings of WGS, WGS shall be exempt from liability in due proportion to the consequences resulting from such failure to taken the aforesaid recommendations, advice or warnings into account.

#### **CLAUSE 23 - LIABILITY**

##### **23.1 – Services provided gratuitously**

Any Service provided to the CLIENT gratuitously is done so for sole purposes of enabling the CLIENT to test such Service.

Subject to any mandatory statutory and/or regulatory provision, for as long as the Services are provided by WGS to the CLIENT gratuitously, the CLIENT expressly agrees that WGS cannot incur liability towards the CLIENT in any respect, as WGS, subject to the same reservation, does not provide to the CLIENT any of the warranties set out in the Terms of Service.

##### **23.2 – Services provided for value**

WGS may only incur liability for direct and foreseeable loss that is exclusively caused by a breach by WGS of its obligations.

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WGS shall not be liable for indirect loss such as, notably, moral harm, commercial loss, loss of profits, turnover and goodwill.

Any breach by one or other of the parties of its contractual obligations must be proved.

In any event, the amount of damages due from WGS to the CLIENT shall not exceed the amount effectively paid by the CLIENT during the year in which the event causing the loss suffered by the CLIENT occurred.

The CLIENT may not instigate proceedings against WGS to obtain compensation for an alleged loss more than three (3) months after the moment at which he became aware of the breach of the obligation and, at the latest, at the term of the Agreement or the date of its termination, irrespective of the grounds thereof.

If WGS is subject to a claim for liability as a result of breach by the CLIENT of its obligations under the Agreement or current legislation, the CLIENT in breach undertakes to hold WGS harmless against any sanction held against it or any amicable settlement. This guarantee covers both the indemnities which may be paid and reasonable fees of counsel fees and court costs for which WGS may be held liable.

**CLAUSE 24 – PUBLICITY**

Unless otherwise provided in the Specific Terms, WGS may disclose, by any means and to any third party, for commercial or any other purposes, the fact that it provides the services described herein for the CLIENT, and use any trademark or logo of the CLIENT, provided that such disclosure does not harm the image and reputation of the CLIENT.

**CLAUSE 25 - VALIDITY**

Any clause herein which may be declared null and void or unlawful by a competent court shall be deprived of effect, however, such nullity shall not affect the other provisions or the validity of the Agreement as a whole or its legal effects.

However, the Agreement as a whole shall be annulled if the nullity of one or more of its clauses fundamentally affects the contractual equilibrium.

**CLAUSE 26 - DESIGNATION OF AN ADDRESS FOR SERVICE AND NOTIFICATIONS**

For the purposes of the performance of this Agreement and its consequences, the parties designate as an address for service the addresses stated in the Agreement. Any change of address should be notified by the relevant party to the other party.

Notifications, formal demands and communications of any kind between the parties shall be validly made by registered mail with confirmation of receipt to the address of the parties.

The notification date is the date of receipt of the registered letter, on the basis of the confirmation of receipt, or if it has not been received, the date of its first presentation by the postal service.

**CLAUSE 27 - LEGALLY BINDING VERSION**

The parties shall only be bound legally by the French version of this Agreement (available here: [www.woosmap.com/policies/terms](http://www.woosmap.com/policies/terms)). The English version, offered to facilitate the activities of English-speaking personnel involved in performing this Agreement and for operational reasons, shall not bind the parties.

The parties expressly agree not to submit it as evidence in a legal proceeding. Only the French language version of this Agreement shall have any legal weight.

**CLAUSE 28 – GOVERNING LAW AND JURISDICTION**

The Agreement is governed by French law with respect to all its provisions and irrespective of the place of performance hereof.

IN THE EVENT A DISPUTE BETWEEN THE PARTIES ARISING FROM THE CONSTRUCTION, FORMATION AND/OR PERFORMANCE

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OF THIS AGREEMENT, AND IF THE PARTIES FAIL TO REACH AN AMICABLE SETTLEMENT, THE COURTS OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION, IRRESPECTIVE OF WHETHER THERE IS MORE THAN ONE DEFENDANT OR IF THE MATTER INVOLVES CALLS ON GUARANTEE, AND EVEN FOR EMERGENCY PROCEEDINGS OR INTERIM PROTECTIVE MEASURES.

These Terms of Service have been updated on 28 March 2017

## Technical Schedule 1: Woosmap—Service Level Agreement (“Woosmap APIs SLA”)

**Service Level Agreement.** Web Geo Services (WGS) will use reasonable commercial efforts to provide Woosmap Store API web and mobile interfaces that are operating and available to Customers 99.9% of the time in any calendar month. In the event Customer experiences any of the Service performance issues defined below due to the unavailability of Services, Customer will be eligible to receive Service Credits.

**Customer Service Credit Request.** In order to receive Service Credits, Customer must notify WGS within thirty (30) days from the time Customer believes it is eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

**Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by WGS to Customer for any and all Downtime Periods that occur in a single calendar month will not exceed fifteen days of Service added to the end of Customer's term for the Service. Service Credits may not be exchanged for, or converted to, monetary compensation.

**Woosmap Store API SLA Exclusions.** The Woosmap Store API SLA does not apply to any Service(s) that expressly exclude this Woosmap Store API SLA (as stated in the documentation for such services) and any performance issues: (i) caused by factors outside of WGS's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the primary control of WGS). This Woosmap Store API SLA states Customer's sole and exclusive remedy for any failure by WGS to meet this Woosmap Store API SLA.

**Definitions.** The following definitions apply to this Woosmap Store API SLA.

**"Downtime"** means, for a Domain or Application, if average latency (excepted data management API) is greater than fifteen seconds. Downtime is measured based on server side error rate.

**"Downtime Period"** means, for a Domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

**"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

**"Scheduled Downtime"** means those times where WGS notifies Customers of periods of Downtime seven days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Woosmap Store API SLA, and will not be counted towards any Downtime Periods.

**"Domain"** means one of the sites or URLs authorized to use an individual Woosmap Store API Public Key, for example [www.woosmap.com](http://www.woosmap.com).

**"Service"** means the Woosmap Store API provided by WGS to Customer under the Woosmap Premium Plan Agreement.

**"Service Credit"** means: (a) three days of Service added to the end of Customer's term for the Service, at no charge to Customer, if the Monthly Uptime Percentage for any calendar month is between 99.0% and 99.9%; or (b) seven days of Service added to the end of Customer's term for the Service, at no charge to Customer, if the Monthly Uptime Percentage for any calendar month is between 99.0% and 95.0 %; or (c) fifteen days of Service added to the end of Customer's term for the Service, at no charge to Customer, if the Monthly Uptime Percentage for any calendar month is less than 95.0%.

## Technical Schedule 2: Product Description

Documentation available at the following address: <https://developers.woosmap.com/>