

## **General Terms and Conditions “Woosmap API” Geolocation**

To register on this website and use the Services, Clients must expressly accept these Terms and Conditions. Clients must review this document, which defines the rules under which they may register for the Services and under which these Services are provided.

By registering with WGS on this website and ticking the box “*I accept the General Terms and Conditions of “Woosmap API” Web Geolocation*”, Client acknowledges having first reviewed these General Terms and Conditions and accepting them without restriction.

WGS advises Client to save or print the GTC without modifying them.

The information legally required by website publishers and Mobile Apps can be found on the “Legal Notices” page.

### **ARTICLE 1 – CONTRACTING PARTIES**

The “Woosmap Geolocation API General Terms and Conditions” (hereinafter referred to as the “GTC”) and the “Woosmap Geolocation API Special Terms and Conditions” (hereinafter referred to as the “STC”) form a binding agreement (hereinafter the “Agreement”) between:

#### **Web Geo Services,**

A French limited company with a capital of 362,301 Euros,  
Registered with the Paris Trade and Companies Register under number B 514 073 998,  
Whose registered office is located at 43, Place Vauban 34000 Montpellier,  
Hereinafter referred to as “WGS”,

**On the one hand,**

#### **AND:**

“Client”, as indicated on the attached STC,

**On the other hand,**

### **ARTICLE 2 – DEFINITIONS**

Between the parties, the following words or phrases, written with a capital letter, have the following meanings:

“Address(es)”: means the postal addresses of Client’s points of interest or merchandise collection points, with their various attributes specified in Technical Annex 2 (such as days and hours of operation) communicated by Client to WGS.

“API” (Application Programming Interface): means a set of functions for accessing an application’s services, using a programming language. As part of the Agreement, the term API specifically means the computer programs for interfacing the Application and the Woosmap Platform. APIs can only be used with API keys for securing and customising Addresses.

“Mobile App(s)”: means Client’s mobile apps, the names of which appear in the STC, that interface with the Woosmap Platform to provide the Addresses to Mobile Users.

“Application”: means the computer program published by WGS and installed by Client on its Website or in its Mobile App to propose Geolocation Features and enable WGS to collect Internet Users’ Data and provide them with the Addresses.

“Console”: means the WGS web space (console.woosmap.com, upon conclusion of the Agreement), accessible only to the Client holder, upon entering its Username and password, enabling it to generate API keys for its Websites and Mobile Apps and track the Services within the limits of the proposed features.

“Data”: means the information of the WGS’s database sourced from different geographical data providers and returned when using the Services.. The typology of Data collected is set out in Technical Annex 2.

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“Geolocation features”: means the features of querying and displaying Addresses, commercial offers and localised services offered to Internet and/or Mobile Users by Client, on its Website and/or Mobile App, via the Application and the APIs.

“Username”: means the email address used by a person along with his/her password to access the Console, under Client’s authorisation; Client determines the number of Usernames authorised to log in and use the Console.

“Internet User(s)”: means any person visiting Client’s Website using a device such as a personal computer, tablet, or smartphone.

“Mobile User(s)”: means any person using Client’s Mobile App with a device such as a tablet, smartphone, a connected watch or other connected device.

“Credit(s)”: means any call to the Woosmap APIs, either through the Application or directly.

“Service(s)”: means only the services described in the Agreement that are provided by WGS to Client, consisting mainly of offering Geolocation Features to Internet Users or Mobile Users, on Client’s Website or the Mobile App and issuing them an Address based on the Data collected from them.

“Website”: means Client’s websites, the addresses of which are set out in the Specific Terms and Conditions, interfaced with the Woosmap Platform in order to provide Addresses to Internet Users.

“Woosmap Platform”: means WGS’ technologies implemented for the end-purpose of providing the Addresses to Internet Users and/or Mobile Users.

### **ARTICLE 3 – PURPOSE**

These GTC govern the terms and conditions under which WGS will provide:

- The Application and Client’s access to the Woosmap Platform APIs to enable it to offer Geolocation Features on its Website or Mobile App,
- Addresses to Client’s Internet Users and Mobile Users based on the Data and the information previously provided to WGS by Client,
- Access to the Console to allow Client to track the Services.

### **ARTICLE 4 – CONTRACTUAL DOCUMENTS**

The Agreement between the parties consists of the following contractual documents, presented below in hierarchical order of decreasing legal value. It excludes all other documents:

- The Specific Terms and Conditions (validated online if applicable),
- These General Terms and Conditions,
- The Technical Annexes.

In the event of disagreement, ambiguity or contradiction between the terms of these different contractual documents, those of the higher-ranked document will prevail.

In case of successive versions of the documents mentioned above, only the latest version will have contractual value.

The Agreement expresses all of the obligations of the parties. It supersedes all prior written and/or oral commitments and agreements with regards to its subject matter.

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

However, the Technical Annex may be updated by WGS alone, in the context of improvement of the Services, and it shall be WGS’s responsibility to communicate the updates to Client.

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Any correspondence exchanged between the parties shall not be considered as amending the Agreement.

### **ARTICLE 5 – EFFECTIVE DATE AND DURATION**

The Agreement enters into force at the date of signature of the STC by the parties.

Unless otherwise stated in the STC, the Agreement is concluded for an initial period of one (1) year. Irrespective of its initial duration, it shall be tacitly renewed for one or more periods of one (1) year unless revoked by one of the parties by sending an e-mail to the other party at least three (3) months prior the end of the term, stating that it wishes the Agreement to terminate at the end of the current period.

However, if one of the two following thresholds is reached (number of Addresses contained in the database or number of Credits) as stipulated in the STC, the Agreement shall terminate early on the date on which the first of these thresholds is reached. In this case, the Agreement shall be automatically renewed from that date for a further period of twelve (12) months.

Client shall be informed, by e-mail sent by WGS to the address on the STC, of the next reaching of one of the two thresholds, on reaching eighty percent (80%) of the number of Addresses contained in the database or the number of Credits. If Client does not want the Agreement to be renewed according to the procedure describes in the preceding paragraph, it should notify WGS by e-mail: the Agreement will then terminate either upon reaching the first of the aforementioned thresholds or at the normal end of its term.

In the event of the end of the term and the tacit renewal of the Agreement for a further term, the number of Addresses contained in the database and the number of Credits unused by Client during the expired period will not carry over to the renewed period of the Agreement.

### **ARTICLE 6 – PROCEDURES FOR THE CONCLUSION OF THE AGREEMENT**

**6.1** – The Agreement can be concluded by the parties' signing a hard copy of the STC.

**6.2** – The Agreement may also be concluded on-line provided that, first, an Agreement has not already been concluded as described in Article 6.1 above, and second, Client has duly completed all the elements constituting the STC on-line and accepted the GTC, it being specified that the registration process cannot be completed if one of the required STC fields is not completed or the "*I accept the "Woosmap API" Geolocation General Terms and Conditions*" box is not ticked.

WGS reserves the right to ask any Client to provide supporting documents for the information provided during the registration process. This information must be complete and accurate at the date of Client's registration on this website.

If this information is modified, Client undertakes to promptly correct them by means of the Console.

WGS cannot verify the identity of Clients or the truthfulness of the information they provide. As a result, Client acknowledges that any false information or becomes so, provided by him, Client could incur liability to WGS.

It is strictly forbidden for a Client to register on this website under several identities or under a false identity.

**6.3** – Irrespective of the method used for concluding the Agreement, the Services are reserved for natural or legal persons having the status of traders. Consequently, natural persons must be able to provide a SIRET number in order to register on this website.

### **ARTICLE 7 – DESCRIPTION OF THE SERVICES**

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The Services are mainly as follows:

- Access to the Console, enabling each Client notably to generate API keys for their Websites and/or Mobile Apps and to track the Services, subject to the features offered.
- Configuration of a database dedicated to Client, in which the Addresses will be entered,
- Provision to Client with the APIs it will have to use to interface its Website and/or Mobile App with the Woosmap Platform,
- Provision Client with the Application to be inserted by himself into the source code of the web pages of its Website and/or Mobile App pages,
- Provision of Addresses to Internet Users and/or Mobile Users in response to their requests,
- Provision Client with Data.

### **ARTICLE 8 – ACCESS TO THE CONSOLE**

**8.1** – Regardless of the procedure by which Client has concluded this Agreement, it has private access to the Console by logging on to the following address: <https://console.woosmap.com> with one or more Usernames.

**8.2** – In the case of offline registration, Client must log on to the following address: <https://console.woosmap.com> and identify itself in order to access the Console.

**8.3** – In the case of online registration, Client must choose a Username and password to complete its registration and be able to access the Console and, if need be, create any additional Usernames.

**8.4** – In any case, WGS reserves the right to remove access to the Console, and by extension to the Services associated with it, for a Client whose Username is contrary to morality or unlawful, without notice or compensation to Client, and without prejudice to the rights of WGS.

Client shall choose its Username and password. It is its responsibility to change its password regularly on the Console. It is strongly advised not to choose a common word as a password, but to alternate capital and small letters with numbers.

Client is solely responsible for its Username and password and the use made of them. It expressly undertakes to keep its password confidential and not communicate it to anyone under any circumstances. Consequently, Client expressly acknowledges that entering a Username and password is proof of its identity and expresses its consent to all the operations that will be performed on the Console after logging in.

Client must ensure that its e-mail address remains valid throughout the period during which it uses the Console; otherwise, it may no longer be able to access the Console, if it loses its password, for example.

Clients' account is strictly personal and cannot be transferred by any means whatsoever to a third party, even free of charge.

WGS cannot be held responsible for any damage that Client may suffer due to a third party's use of its Username and password. In the event of the loss, misappropriation or fraudulent use of its Username and password, in whole or in part, Client must immediately notify WGS. It shall remain responsible for any use made of its Username and password before WGS has been informed and had a reasonable amount of time to change them. If a Client distributes or uses its Username in a manner contrary to its purpose, WGS reserves the right to terminate the Agreement and remove access to the Console without notice or compensation. WGS may also take legal action to obtain compensation for any damage it may suffer as a result of such distribution or use.

The parties expressly agree that these stipulations are essential between them.

### **ARTICLE 9 – CONFIGURATION SERVICES**

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Registering Addresses on the Woosmap Platform and any subsequent modifications thereto will be done by transferring a file containing the Addresses and/or via an API connection to the Woosmap Platform.

Client is solely responsible for keeping a copy of this file for the purposes of backup and/or archiving.

WGS is only undertaking to host and provide automated access to Addresses for the sole use of Internet Users and/or Mobile Users.

Recording Addresses on the Woosmap Platform requires that the file containing them is in the format defined by WGS.

This format is describe online on the <http://developers.woosmap.com> website. WGS may update it at any time. WGS will notify customers of any changes to the format through the developments log of the platform (“changelog”) on the <http://developers.woosmap.com> website.

It is therefore the responsibility of the Client to configure the transmission file used to transfer its Addresses. WGS declines all responsibility for the absence or malfunction of the Services if Client does not configure the Address file correctly.

Finally, Client undertakes to interface its Website and/or Mobile App with the Woosmap Platform using the APIs provided by WGS.

If Client is unable to perform these tasks, in whole or in part, WGS may provide assistance.

This service will be performed after Client accepts WGS' special price quote.

### **ARTICLE 10 – PROVISION OF ADDRESSES**

- The Client may use its own means to provide its internet user with an Address or have the Application ask the Internet User to provide an address (at least a city),
- The address provided by the Internet User (at least a city) can be managed by the Client or sent to the Woosmap Platform which, in return, sends the Internet User the most relevant Address, depending on the entry of the aforementioned address and other criteria such as the opening days and hours of Client's points of interest according to the day and time the request is sent to the Woosmap Platform.
- No data is kept by WGS.

### **ARTICLE 11 – COMMUNICATION OF DATA TO CUSTOMER**

For analysis, statistics and service improvement purposes, WGS may collect samples of addresses entered by Internet users. These data are not associated with any identifier and do not identify the Internet Users or Mobile Users.

WGS may communicate results from those analysis or statistics to the Client as part of an additional service, subject to a specific commercial proposal.

### **ARTICLE 12 – AGREEMENT ON EVIDENCE**

If need be, in the relations between the parties, Client expressly agrees that automatic recordings by:

- the Woosmap Platform are considered proof:
  - o of the nature, substance, date and time of the Addresses and Data recorded, read, modified and deleted on the Woosmap Platform,
  - o and, more broadly, of any information exchanged through or with the Woosmap Platform.

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- the Console are considered proof:
  - o of the use of its Username and password and the dates and times of such use,
  - o of the nature, substance, date and time of the operations performed by Client on its Console,
  - o and, more broadly, of all correspondence and information exchanged between WGS and Client via the Console.

### **ARTICLE 13 – USAGE RIGHTS**

#### **13.1 – API and Application**

WGS is the holder of all intellectual property rights and/or usage rights, in particular under the laws concerning copyright and databases, relating to the APIs and the Application (hereinafter referred together as the “Programs”).

Throughout the term of the Agreement, WGS grants Client, including its Internet Users and/or Mobile Users, a non-exclusive, internal, personal and non-transferable right to use the Programs and the Data, and Client acknowledges that, due to their organisation in a database resulting from the collection of data, WGS is its only producer within the meaning of Articles L. 341-1 and following of the Intellectual Property Code.

These rights will apply to all functional changes that WGS may make to the Programs and the Data during the performance of the Agreement.

All other intellectual property rights are expressly retained by WGS. Any exercise of these other rights would constitute an act of infringement liable to prosecution.

Client undertakes not to delete, modify or alter any mention of property rights (including copyrights and trademarks, terms of use of links, or characteristic marks) displayed or provided by the Service. If these statements are not displayed or provided within the Service, Client must display them according to the API Documentation.

Client agrees not to use Woosmap Data or Services to create or improve its own (or that of a third party) solution beyond the terms of the Agreement.

It will not distribute, sell or otherwise make available the Services, in whole or in part, outside of this Agreement.

It will not modify or produce derivative solution based on the Data or the Services without the explicit, prior agreement of WGS or mention in this Agreement.

Client may not use the Data outside the Services unless explicitly agreed upon in advance by WGS or mentioned in the Agreement. For example, Client may not save or export the Data to a third-party platform or service.

Client may not cache, store, or index the Data outside of the Service. An exception may be made for limited quantities of Data for the purpose of integrations performance and only if such storage not exceed 30 days, is properly secured and does not impact the accounting of calls to the Services.

Some WGS services use data from the Open Street Map database (© OpenStreetMap contributors) available under the Open Database License (ODbl) at this address (<https://www.opendatacommons.org/licenses/odbl/1.0/>).

#### **13.2 – Console**

WGS is the holder of all intellectual property rights and/or usage rights, in particular under the laws concerning copyright, databases rights and trademarks, relating to the Console, its content and all its constituent elements.

The Console, as well as the software, database structures, texts, information, analyses, images, photographs, graphics, logos, sounds, trademarks and all other data contained in the Console remain the exclusive property of WGS or, where applicable, of their respective owners with whom WGS has concluded usage agreements.

They may not be reproduced, used or represented without the express written authorisation of WGS, under penalty of legal proceedings.

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WGS grants Client a non-exclusive, internal, personal and non-transferable right to use the Console and the original works of authorship and the data contained therein. The right thus granted consists of (i) the right to consult on-line the original works of authorship and the data contained on the Console and (ii) the right to reproduce them, consisting of printing out and/or backing up the original works of authorship and data consulted. This right of use is intended for strictly private use only.

Any other use of the Console by Client, in particular commercial use, is prohibited without the express written permission of WGS.

Client shall refrain, non-exhaustively, from reproducing and/or representing for any other than private use, downloading, selling, distributing, issuing, translating, adapting, using, distributing, broadcasting or communicating, in whole or in part, in any form whatsoever, for commercial or other use, any original work of authorship or data contained on the Console.

Finally, the domain name of the website from which the Console is accessible, woosmap.com, belongs to WGS.

### **ARTICLE 14 – GUARANTEES**

WGS guarantees to Client the compliance of the main features of the Programs and the Console with their documentation as set out in the Technical Annex.

Although WGS has taken special care in the design and implementation of the Programs and the Console, Client is informed that no computer program can be guaranteed free of errors, downtime, or defects, which it expressly accepts.

WGS guarantees to Client that it holds all the intellectual rights to the Programs and the Console and, consequently, the peaceful exercise of the rights granted under the “Usage rights” section.

If Client receives a formal notice from a third party claiming that the Programs or the Console or any part of them constitute infringement of its copyright and/or an act of unfair competition, Client agrees to inform WGS within thirty (30) days of receiving this notice.

In the event of a dispute with the third party, the parties will collaborate together and, notably, share with each other all useful documents within the limits of their mutual interests.

If, following the proceedings brought by the third party, a final sentence or a settlement signed between the plaintiff in the proceeding and WGS were to result in a prohibition from exercising some or all of the rights granted herein, WGS will:

- Obtain the right for Client to continue exercising these rights,
- Replace the Programs or the Console or the infringing features with a similar program,
- Modify the Programs or the Console so that they are no longer infringing.

WGS shall hold Client harmless against any final sentence resulting from the use of the Programs or the Console under the Agreement within the limits of the amounts paid by Client to WGS under this Agreement. This is the sole and only compensation Client may claim.

It is expressly agreed that this clause defines all of WGS obligations to Client’s benefit, to the exclusion of any other, in matters of infringement of any intellectual property rights. The guarantee stipulated in this clause is expressly excluded if Client does not bring WGS into the proceedings within thirty (30) days of the day the notice of action for infringement and/or unfair competition is served. WGS does not guarantee Client against actions for infringement of its intellectual property rights and/or acts of unfair competition brought outside France and its territories.

If the Programs are made available as a test, the parties expressly agree that WGS excludes all liability and guarantees.

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WGS provides no guarantees to Client other than those stipulated in this article.

### **ARTICLE 15 – FINANCIAL CONDITIONS**

#### **15.1 – Free or paid nature of the Services**

As long as Client's number of calls to the API is less than or equal to the maximum number of free calls stipulated in the STC, the Services are provided to Client as a test.

Client's calls to the APIs are counted based on the coefficients stipulated in the STC. The definition of the various calls is available in Technical Annex 2.

Client's API calls are counted by the Woosmap Platform, and the stipulations of the “Agreement on Proof” section is expressly applicable to this count.

Client will be informed in an e-mail and/or through its Web Console when its number of API calls reaches 80% of the number stipulated in the STC, and WGS reserves the right to contact Client to assess its needs and propose commercial conditions adapted to its consumption.

When Client's number of API calls is greater than the number stipulated in the STC, the “Prices and payment terms” section will be applied according to the stipulations in the STC.

#### **15.2 – Prices and payment terms**

In consideration for the provision of Services, Client will pay WGS the price stipulated in the STC net of any discounts and rebates.

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

The terms of payment are indicated in the Special Terms and Conditions. By default, invoices are sent to Client's head office.

In accordance with Article L. 441-6 of the Commercial Code, invoices must be paid within a maximum of thirty (30) days from the date of issue of the invoice.

No discount will be given for early payments.

#### **15.3 – Non-payment**

By express agreement and notwithstanding WGS's right to invoke the “Termination of the Agreement” section, failure to pay the invoices on their due date will automatically result and without prior notice, in:

- The suspension of all current services,
- All sums due to WGS, for whatever reason, being payable immediately,
- Pursuant to Article L. 441-6 of the French Commercial Code, a late payment penalty will be applied from the day following the due date stated on the invoice. The amount of the penalty is calculated by multiplying the outstanding amount and the late interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percent, without this rate being less than three times the legal interest rate, calculated per day of delay. In this case, the applicable rate during the first six months of the relevant year is the rate in force on January 1<sup>st</sup> of that year. For the second six months of the relevant year, it will be the rate in force on July 1<sup>st</sup> of that year. The penalties for late payment are due with no need for a reminder. Any professional not meeting their payment obligations will automatically owe the creditor a fixed compensation of 40 euros for recovery costs., this amount is set by decree. If the recovery costs incurred exceed this compensation, the creditor may claim additional compensation upon justification. However, the creditor may not claim the benefit of these indemnities where the initiation of a safeguard procedure,



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insolvency proceedings or court-supervised liquidation prohibits the payment on its term of claims due . The amount resulting from this interest at the end of the calendar half-year will accrue and be taken into account for the calculation of any late interest over the following calendar half-year. The late payment interest is due in addition to any damages that WGS may claim as a result of Client's breach of the Agreement.

### **15 - 4 Early contract termination**

In case of an early contract termination, the Customer can ask Web Geo Services for a partial refund based on the remaining time, from the notification date to the license end date. Refund will take place in a 3 months time from the Client's request.

## **ARTICLE 16 – DATA PROTECTION**

### **16.1 – Client data**

WGS attaches great importance to the protection of personal data and wants to assure its Clients that their privacy is protected. The purpose of this article is to inform Clients about the processing of personal data concerning them, i.e. data enabling them to be identified, directly or indirectly, as well as their rights with regard to this processing.

Client is informed that its registration and the use of the Services result, for WGS, in the collection and automated processing of its personal data, the use of which is subject to the provisions:

- Of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (“GDPR”),
- Of Law 78-17 of 6 January 1978 relating to Data processing, Files and Freedoms, as amended.

This processing of personal data appears in WGS's record of processing activities.

Following is the list of personal data that may be collected and processed:

- (i) the information provided during registration: the full name and email address of the user wishing to create an account,
- (ii) the statistical usage data of this website and the Services and, in particular, technical data such as the URL used by Client or its IP address.

WGS, located at 43, Place Vauban, 34000 Montpellier, is responsible for processing this personal data.

WGS has a Data Protection Officer who can be reached at: [dpo@webgeoservices.com](mailto:dpo@webgeoservices.com).

The data thus collected will be processed in order to enable Clients to optimise their use of this website and create Usernames on it so as to benefit from the Services, in addition to managing the commercial relationship with Client. The legal basis for this processing is the performance of this Agreement between WGS and Client.

No automated decision-making, such as profiling, or transfers to recipients or outside the European Union, is implemented during the processing of the personal data collected and processed by WGS.

WGS stipulates that it does not intend to sell or market Clients' personal data. WGS will keep Client's personal data confidential.

In order to better meet Clients' expectations, WGS may share certain information with its service providers, who are considered “subprocessors” within the meaning of the aforementioned regulation (for example for the provision of IT hosting infrastructures). In no other case will personal data be disclosed to a third party without Client's prior consent.

This personal data is kept for the following periods:

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- The data necessary for managing the commercial relationship is kept for the duration of the Agreement,
- The data required for sending commercial communications is kept for a period of 3 years from the end of the commercial relationship,
- The data required for calculating usage statistics for this website and/or the Services is kept for a period of 13 months from the time the cookies or other trackers are written to Client's terminal equipment.

However, data enabling the establishment of proof of a right or a contract or held for compliance with a legal obligation may be archived for an intermediate period not exceeding the period necessary for the purposes for which it is held, in accordance with current laws and regulations (this includes, but is not limited to, those provided for under the Commercial Code, the Civil Code and the Consumer Code).

Client (or the users whom it has authorised to have a Username for the purpose of representing it) has the right to access and correct the data concerning it, the right to delete it, the right to restrict its processing, the right to oppose its processing, and the right to the portability of the data, which it may exercise by writing to WGS at the above address. In the latter case, this request must be signed by Client's user and indicate his/her identity.

They may lodge a complaint with a supervisory authority (CNIL in France).

The required responses without which Client cannot conclude the Agreement or access the Services are indicated as such on the forms on this website.

In addition, and specifically with regard to the above, WGS offers all Clients e-mail newsletters to which they can subscribe by filling in their e-mail address. The e-mail addresses thus collected are processed for the purpose of sending the WGS newsletter. The legal basis for this processing is the consent of the data subject.

The use of this data is exclusively reserved for WGS.

Client data used for commercial prospecting purposes may be kept for a period of three years from the end of the commercial relationship.

In addition to the above rights, if a Client no longer wishes to receive such messages, it may unsubscribe at any time by clicking the link provided for this purpose on each newsletter.

The privacy and protection of the personal information that Client provides to WGS are essential. WGS strives to secure this data, using all the means at its disposal to preserve its security, in particular to prevent it from being distorted or damaged, and to prevent unauthorised third parties from gaining access to it.

The exchanges between Clients and WGS via this website are provided by means of a secure communication protocol (SSL).

### **ARTICLE 17 – OPERATION OF THE WOOSMAP PLATFORM AND THE CONSOLE**

WGS undertakes to use all the means at its disposal to achieve the quality levels for the Services stipulated in the Technical Annex to the Woosmap Platform.

WGS reserves the right to modify certain features of the Console at any time or to add new features that will automatically be 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 uses every possible means to ensure that the Woosmap Platform and the Console are normally accessible

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24 hours a day, 7 days a week, except for maintenance, *force majeure* or other events beyond WGS's control.

In addition, the use of the Woosmap Platform and/or the Console may be momentarily degraded or suspended, in whole or in part, for some or all Internet Users and/or Mobile Users, for the purposes of maintenance, updating or technical improvements, within the agreed maintenance intervals defined in the STC. WGS cannot be held liable for such interruptions of service and operational disruptions.

Nothing in the Agreement shall be construed as imposing on WGS a performance obligation with respect to the quality of the Services and/or the operation of the Woosmap Platform, including their availability and performance.

The only performance obligations subscribed by WGS under the Agreement are set out in the “Service Level Agreement” (or “SLA”), described in the Technical Annex, for the Woosmap Platform only. It is expressly agreed that the SLA will not be applicable as long as WGS provides the Services to Client free of charge.

WGS cannot be held responsible for the non-functioning of, lack of access to, or malfunctions of the Console attributable to Client's inappropriate equipment, malfunctions of the services of Client's internet service provider or those of the Internet User. The same applies to all other reasons outside WGS's control.

WGS does not guarantee that the Console will operate without interruption or error.

### **ARTICLE 18 – CONFIDENTIALITY**

#### **18.1 – Definition and scope of application**

The following are deemed confidential: all information, data, documents of any kind communicated by one of the parties to the other for the purposes of the Agreement, in oral, written or electronic form and including, without restriction, any concept, industrial strategy, marketing plan, meeting report, memorandum, analysis, mock-up, drawing, prototype, sample, model, improvement, refinement, development, methodology, know-how, whether or not such information can be protected as intellectual property.

In particular, the Technical Annex is confidential.

However, it is specified that this confidentiality undertaking does not apply to information:

- that is already or will be at the time of disclosure, in the public domain and that as such is or will become accessible on a non-confidential basis, without one of the parties providing it to the other; or
- the disclosure to third parties of which one the parties has expressly accepted, in writing, for the benefit of the other party; or
- that must be disclosed to public or judicial authorities pursuant to a court order, investigative procedure, investigation or any applicable law or regulation, after, as far as legally possible, having first notified the other party and made its best efforts to limit the scope of the disclosure.

#### **18.2 – Regime**

Each party agrees not to disclose any of the other party's confidential information, know-how, technical or commercial secrets, and not to use such information or secrets for any purposes other than that of the successful performance of the terms herein.

The provisions of this article shall remain in force for five (5) years after the disclosure of confidential information. In addition, this duty of confidentiality will survive the expiry of this agreement for whatever reason, as long as the information or secrets concerned have not fallen into the public domain, within the limit of the period of five (5) years stipulated above.

### **ARTICLE 19 – NO SOLICITATION OF STAFF**

Each party undertakes not to, except with the prior written consent of the other party, directly or indirectly offer to

## **General Terms and Conditions “Woosmap API” Geolocation**

hire one of the other party's employees engaged in the performance of this Agreement, or take them into their service in any position whatsoever. This clause is valid for the duration of this Agreement plus a period of two (2) years from its expiration.

In the event one of the parties does not respect this commitment, that party will pay the other party compensation equal to the total gross remuneration paid to that employee during the twelve (12) months preceding their departure.

### **ARTICLE 20 – TERMINATION OF THE AGREEMENT**

Except in the case of *force majeure* as provided for in the “*Force Majeure*” section, if one of the parties fails to perform one of its material obligations and a formal notice to remedy the situation sent by registered letter with acknowledgement of receipt remains without effect for thirty (30) days, the other party may terminate the Agreement by sending a registered letter with acknowledgement of receipt, without prejudice to any damages that may be due.

### **ARTICLE 21 – FORCE MAJEURE**

WGS will not be liable for the default, delay or failure to perform its obligations under the Agreement if the default, delay or failure to perform is due to *force majeure*.

In addition to the events usually accepted by French case-law, *Force majeure*, or unforeseen circumstances, are expressly defined as: total or partial strikes, whether internal or external to WGS, lockouts, bad weather, blockages of the means of communication for whatever reason, computer or server failures, electrical or technical problems blocking telecommunications, failure or malfunction of the Internet communication networks and any other circumstances beyond the control of the parties preventing the normal performance of the Agreement.

In addition, Client declares that it is aware of the complexity of the global networks, the unequal capacities of different subnetworks, the influx of users at certain times and the various “bottlenecks” in certain parts of the Internet. Current Internet transmission protocols do not guarantee the certain and continuous reception of messages and the integrity of transmitted documents; WGS cannot therefore be held liable for poor transmissions due to a failure or malfunction of these transmission networks.

In addition, since the Internet is accessible to all, including ill-intentioned people, Client acknowledges that WGS cannot guarantee the absolute secrecy of the Data and correspondence exchanged by the means available to them on the Console. This being said, WGS will take all measures within its reach to guarantee the security of the Data collected and recorded.

The parties will use their best efforts to prevent and diminish the effects of the non-performance of any of the present obligations caused by such circumstances.

The party that has been notified of the occurrence of *force majeure* may notify the other of the termination of the Agreement if the effects of the *force majeure* last longer than two (2) months.

If at any point during the performance of the services under this Agreement, Client refuses to take into consideration WGS's recommendations, instructions or warnings, the latter will be released from the responsibility incumbent upon it in equal proportion to the consequences arising from the failure to take its recommendations, instructions or warnings into consideration.

### **ARTICLE 22- LIABILITY**

#### **22.1 – Free Services**

Any Service provided free of charge to Client is performed for the sole purpose of enabling Client to test this Service.

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Subject to any legal and/or regulatory requirements, Client expressly accepts that it cannot hold WGS liable for any reason whatsoever as long as WGS provides the Services free of charge, since in this case WGS makes none of the guarantees stipulated in the GTC to Client.

### **22.2 – Paid Services**

WGS can only be held liable for direct and foreseeable damage, that is exclusively caused by WGS breach of its obligations.

WGS will not be liable for consequential damage such as non-material damage or loss of business, profit, turnover or clientele.

Any breach by either party of its contractual obligations must be proved.

In any case, the amount of the compensation due to Client by WGS shall not exceed the amount actually paid by Client during the year in which the event causing the damage suffered by Client occurred.

Client may not bring legal proceedings against WGS for the purpose of obtaining compensation for any loss it may claim more than three (3) months after becoming aware of the breach of the obligation or of the Agreement's expiry or date of termination, for whatever reason.

If WGS is held liable for Client's breach of its obligations under the terms of the Agreement or current law, Client in breach will guarantee WGS against any convictions handed down against WGS or pay it compensation based on an amicable settlement. This guarantee covers any compensation that may be due and reasonable legal fees and court costs for which WGS would be responsible.

### **22.3 – Client's liability**

Client is solely responsible for its compliance with current legislation applicable to it, particularly the regulations on the protection of personal data.

WGS may verify Client's compliance with its requirements under the Agreement. In particular, Client agrees that WGS may conduct tests, on a case-by-case basis, notably to check that Client is observing good practices regarding gaining the consent of the data subjects on behalf of WGS.

In case of non-performance, WGS may send recommendations to Client and, if Client does not comply with these, terminate the Agreement in accordance with the “Termination of the Agreement” section.

## **ARTICLE 23– PUBLICITY**

Unless expressly stipulated otherwise in the STC, WGS may disclose to any third party, by any means, for commercial or any other purposes, the fact that it is providing the services described herein to Client, and use any of Client's marks or logos, provided that this disclosure does not affect Client's image or reputation.

## **ARTICLE 24 – VALIDITY**

Any clause herein that may be declared void or unlawful by a competent court would lose its effect, but its nullity would have no effect on the other stipulations or the validity of the Agreement as a whole or its legal effects.

However, if the nullity of one or more of its clauses were to substantially impair the contractual balance, the entire Agreement would become null and void.

## **ARTICLE 25 – ADDRESS FOR SERVICE AND NOTIFICATIONS**

For the performance of this Agreement and its consequences, the parties choose as address for service the addresses set out herein. If either party moves, it must inform the other party of its new address.

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Notifications, formal notices and communications of all kinds between the parties are validly made by registered letter with acknowledgement of receipt addressed to the parties.

The date of notification is the date of receipt of the registered letter, date as on the receipt or, in the absence of a receipt, date of first presentation by the postal services.

### **ARTICLE 26 – LEGALLY BINDING VERSION**

The parties will only be bound by the French version of the Agreement. The English version (available here: [www.woosmap.com/policies/terms](http://www.woosmap.com/policies/terms)), provided for operational reasons and for the sole purpose of facilitating the performance of the Agreement by English-speaking people, will not be binding on the parties.

The parties expressly agree not to submit the English version of the Agreement in any legal proceedings. Only the French version of this Agreement has contractual value.

### **ARTICLE 27 – APPLICABLE LAW AND JURISDICTION**

This Agreement is governed by French law for all its stipulations, irrespective of the place in which it is performed.

IN THE EVENT OF A LEGAL DISPUTE BETWEEN THE PARTIES ARISING FROM THE INTERPRETATION, FORMATION AND/OR PERFORMANCE OF THE AGREEMENT, AND IF THE PARTIES FAIL TO REACH AN AMICABLE AGREEMENT, EXCLUSIVE JURISDICTION IS GIVEN TO THE PARIS COURT , NOTWITHSTANDING MULTIPLE DEFENDANTS OR CALLS ON GUARANTEE, EVEN FOR EMERGENCY PROCEEDINGS OR INTERIM PROTECTIVE MEASURES.

These General Terms and Conditions were updated on 4nd of February 2020.

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

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

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

**Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by WGS to Client 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 Client's term for the Service. Service Credits may not be exchanged for, or converted to, monetary compensation.

**Woosmap API SLA Exclusions.** The Woosmap API SLA does not apply to any Service(s) that expressly exclude this Woosmap 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 Client or any third parties; or (iii) that resulted from Client's equipment and/or third party equipment (not within the primary control of WGS). This Woosmap API SLA states Client's sole and exclusive remedy for any failure by WGS to meet this Woosmap API SLA.

**Definitions.** The following definitions apply to this Woosmap 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 Clients 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 API SLA, and will not be counted towards any Downtime Periods.

“**Domain**” means one of the websites or URLs authorised to use an individual Woosmap API Public Key, for example [www.woosmap.com](http://www.woosmap.com).

“**Service**” means the Woosmap API provided by WGS to Client under the Woosmap Premium Plan Agreement.

“**Service Credit**” means: (a) three days of Service added to the end of Client's term for the Service, at no charge to Client, 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 Client's term for the Service, at no charge to Client, 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 Client's term for the Service, at no charge to Client, if the Monthly Uptime Percentage for any calendar month is less than 95.0%.

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**Technical Annex 2: DESCRIPTION OF THE PRODUCT**

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