

General Terms and Conditions of Dhimyotis (GTC v2.0)

Article 1 – APPLICATIONS OF THE CONDITIONS

The seller, also publisher of the websites www.mapreveu.fr (hereinafter « MaPreuve.fr »), and www.certigna.fr, and the company Dhimyotis (hereinafter "Dhimyotis"), of which the head office is located at "Zone d'Activité de la Plaine, 20 allée de la Râperie 59650 Villeneuve d'Ascq", registered in the Trade and Companies Register of Lille under number 481463081. Dhimyotis sells, as part of its activity as Trusted Services Provider, Certificates, Firmware, Software, Hardware, Services and Customer Support. The mere access, viewing, or placing of an order or accepting an offer from Dhimyotis carries the unconditional acceptance of these General Terms and Conditions (GTC). These GTC may be changed at any time without notice by Dhimyotis, the changes being applicable to all subsequent orders. Dhimyotis reserves the right to submit the execution of the orders to prior payment guarantees. The Customer is defined as the company or person agreeing to these GTC. The GTC notably apply by right and on an exclusive basis to all the sales made by Dhimyotis, whether that be Certificates, Firmware, Software, Hardware, Services, and Customer Support. Any other conditions only commit Dhimyotis after written confirmation from the same. The information given by MaPreuve.fr and certigna.fr, price lists, notes, etc. are indicative only and may, because of this, be modified by Dhimyotis without notice. Dhimyotis sells Firmware designed and developed by it and of which it is the owner and copyright holder. The Customer undertakes to respect the hardware pre-requisites and the software recommended for using its Firmware, and to request from this latter the evolutions of these pre-requisites. As part of the Sale of Certificates, the Customer MaPreuve.fr" viewing agrees to comply with the corresponding Certification Policy available at www.certigna.fr and accepts the GCU attached to the application form. The explicit acceptance of the GCU by the Customer is a sine qua non condition of the Certificates sales contract. The specific services offered by Dhimyotis are detailed in the Special Conditions (SC) supplementing these GTC.

Article 2 - DEFINITIONS

For the execution hereof, the following terms must be understood in the sense defined below : **ES** : Electronic safe service offered by Dhimyotis to individuals and professionals ; **Customer** : company or person, sign of the contract, agreeing to these GTC ; **Contract** : agreement of sale or subscription of Products to a third party, in this regard the status of Customer ; **GCU** : acronym for "General Conditions of Use". The GCU are applicable to the Certificates issued by Dhimyotis ; **GTC** : acronym for "General Terms and Conditions" ; **Certificate** : electronic certificate made up of computer data containing the identity and public key of its holder certified by the certification authority managed by Dhimyotis. The certificate is, in some cases, stored on a physical media for safety concerns/requirements. This media enters into the Hardware category provided by Dhimyotis ; **Products** : covering the Certificates, Firmware, Software, Hardware, Services and Customer Support sold by Dhimyotis ; **Firmware** : computer programs developed by Dhimyotis and their documentation containing the usage procedures and instructions ; **Software** : computer programs developed by a third party and provided with the hardware for its operation (manuals and administration tools) ; **Hardware** : equipment needed for the deployment of the Products sold by Dhimyotis (essentially tokens provided by Dhimyotis to store the Customer's private key and Certificate). This hardware is (save exceptional circumstances) provided by Dhimyotis. In particular, concerning the tokens, it is necessary that Dhimyotis carries out a customised initialization of these latter to enhance the usage safety and authorise remote management such as unblocking ; **Services** : they cover all the services offered under the activities of Dhimyotis (Trusted Services, Firmware publication, Electronic safe, etc.) ; **Customer Support** : support services offered by Dhimyotis and taken out by the Customer. These are offered to assist the Customer implement the Products that Dhimyotis has sold to it. These may cover the installation, the configuration of the Firmware/Software, their adaptation if any, as well as the training in the usage of these Products ; **User** : the Customer and/or its personnel authorized to access or who may have access to the Firmware/Software, Services, or Certificates.

Article 3 – ORDER

In case of quotation, the offer remains valid for 1 (one) month, unless otherwise stipulated in the quotation. French is the only language offered for conclusion of the Contract.

3.1 Description of the products

The essential characteristics of the Products sold by Dhimyotis are described in the "Product sheets" that it makes available. The detailed Product sheet is the sole contractual source. The Customer may obtain additional information by approaching the sales department of Dhimyotis. Dhimyotis reserves the right to modify, update, at any time and without notice, these "Product sheets". The Customer is responsible for ensuring the appropriateness of the Firmware to its own needs, particularly on the basis of the information provided in the documentation, of which it acknowledges to be aware of the full content.

3.2 Availability of the products and delivery time

In case of unavailability of the Hardware, Dhimyotis reserves the right to provide the Customer with equivalent or superior quality hardware. For the tokens, if the Certification Policy of the certification authority so requires it, Dhimyotis offers Hardware that responds, at least, to the level of specified security requirement.

For trading Customers :

When the Customer is a trader within the meaning of the Commercial Code, the deadline for delivery of the Hardware depends on the deadlines imposed by the Dhimyotis suppliers. In no event can Dhimyotis be held responsible for the late delivery of one of its suppliers.

For consumer Customers :

When the customer is a consumer within the meaning of the Consumer Code, Dhimyotis undertakes to deliver the goods or perform the services within **30 days**. However, in case of force majeure such as disturbances or strikes, in particular postal services, transport services, in case of flooding or other, Dhimyotis can in no way be held liable for any delay in delivery or service provision.

3.3 Sales method

The Products may be the subject of :

- A sales contract ;
 - A subscription contract concluded for a renewable limited term.
- The subscription notably offers under the "package", one or more Certificates, a Firmware as well as Additional Services (archiving service, electronic safe, timestamping tokens, etc...) offered by Dhimyotis.

Article 4 – WARNINGS

It is up to the Customer to :

1. Verify the appropriateness of its need of the Certificate/Firmware/Service and their characteristics ;
2. Ensure that the hardware pre-requisites and/or software recommended by Dhimyotis are met before using the Certificates, Firmware, or Services provided by the latter ;
3. Have all the necessary skills and resources to use the Certificates and/or Firmware and/or Services.

The Customer must secure its IT environment before using a Certificate and/or a Firmware and/or a Service notably by protecting itself against computer viruses. The Customer is warned of the dangers associated with the use of the public Internet network (unavailability, non-confidentiality or loss of integrity of the data transmitted in plain text, potential virus attacks, etc.). The Customer is also aware of the risks inherent in using the tools provided by third parties, exploiting the Certificates, or permitting access to the Services of Dhimyotis (delay or loss of data in the routing of messages through email, browser version not supporting or not configured to accept the applet execution, etc.).

Article 5 – GRANTING OF RIGHTS OF USE OF THE FIRMWARE AND SOFTWARE

5.1 Any Firmware/Software provided under a Licensing agreement or a Subscription agreement remains the property of its author. Consequently, the Customer only acquires, under this Contract, a usage right of the Firmware/Software that is individual non-exclusive, non-saleable, and non-transmittable. The license is granted to the Customer against payment of an initial flat fee. The licensing term of the Dhimyotis Firmware is equal to that of the protection of the Firmware under copyright within the contractual limits and usage defined in the Contract. The usage right is linked to the number of registered license Users. One User license can only be physically installed on one single computer save express agreement from Dhimyotis.

- 5.2 Under the licensing right granted to the Customer by Dhimyotis, the Customer agrees to not directly or indirectly infringe the author's ownership rights, and notably for the Dhimyotis Firmware. As such, the Customer agrees :
- to only use them for their intended purpose, that is to say according to their associated documentation, and for the sole needs of its business ;
 - not to remove any mention of the trademarks or mentions of author ownership ;
 - not to make them available to third parties, directly or indirectly, whether free of charge or against payment, without the prior express authorisation of Dhimyotis ;
 - not to recopy them, except to make a backup copy and then only for security purposes. Should the Customer share an Information System with third parties, it agrees to take all the necessary steps to ensure that the third parties can not benefit from a usage right, nor access the Firmware/Software ;
 - not to disclose its contents, nor transfer for any reason whatsoever its usage right ;
 - to have these provisions observed by its personnel.

Any failure by the Customer in its obligations, will lead to the immediate and as of right termination by Dhimyotis of the Contract which binds it to the Customer, and this without prejudice to any damages and interest, one (1) month after receipt by the Customer of a registered letter with acknowledgement of receipt, notifying the infringements observed, remaining without effect.

5.3 The User is authorized to reproduce the code or translate the form of the Firmware code under the conditions exhaustively provided for in Article L. 122-6 I-IV of the Intellectual Property Code so as to make the Firmware interoperable with other software, the decompilation of the Firmware for all other purposes being strictly prohibited. However, before performing any act of decompilation, the User must notify Dhimyotis of its intention. This same will then have a period of 30 (thirty) days either to hand over the interfaces or information necessary for the interoperability, or to indicate the method for obtaining this information. The Customer must thus formally refrain from any decompilation act during this period.

5.4 The Customer undertakes not to use the knowledge it could have acquired during the operations defined above for purposes other than the interoperability, with the exclusion of any creation, production, or sale of a firmware of which the expression and basic principles are similar to those of Dhimyotis.

5.5 The Customer formally agrees not to permanently or temporarily reproduce the Firmware in whole or in part by any means and in any form, including during the loading, displaying, executing, transmitting, or storing of the Firmware. The Customer shall not translate, adapt, arrange, or modify the Firmware, export, or merge it with other software.

5.6 The Customer expressly acknowledges that the Contract does not transfer any right of ownership of the Software and agrees not to undertake any error corrections, modifications, adaptations, or translations of the Firmware.

Article 6 – COPYRIGHT, TRADEMARK AND DATABASES

6.1 Copyright

The texts, images, designs and layout as well as the graphic standards of MaPreuve.fr and certigna.fr are protected by copyright. It is forbidden to copy, retrieve, distribute or modify the contents of MaPreuve.fr and MaPreuve.fr for commercial ends. The downloading as well as the printing of text, images and graphics are only authorized for private and non-commercial usage. The reproduction of designs, images, sound documents, video sequences, and texts in other electronic or printed publications requires the prior written consent of Dhimyotis. Lack of authorisation is penalized under the offence of forgery.

6.2 Trademarks

The trademarks and logos appearing on MaPreuve.fr and certigna.fr are registered and protected trademarks. Any reproduction in whole or in part of the trademarks and/or logos present on MaPreuve.fr and certigna.fr, carried out from the elements of

MaPreuve.fr and certigna.fr, without the prior and express consent of Dhimyotis, constitutes infringement penalized by Articles L.713-2 et seq. of the Intellectual Property Code.

6.3 Databases

The databases set up by Dhimyotis are protected by copyright law as well as by the law of 1 July 1998 transposing to the Intellectual Property Code of the European Directive of 11 March 1996 on the legal protection of databases. Save written permission from Dhimyotis, any partial or entire reproduction, representation, adaptation, and/or modification as well as any qualitative or quantitative substantial extraction towards another Application is prohibited and penalized by Articles L.343-4 et seq. of the Intellectual Property Code.

Article 7 – PROCESSING OF PERSONAL DATA

Dhimyotis requests all Customers to communicate a certain amount of personal data to be able to ensure access to their personal or business accounts. Data required to create an account are shown by an asterisk. In accordance with the provisions of Law No. 78-17 of 6 January 1978 relating to computing, files and freedoms, the automated processing of personal data carried out from MaPreuve.fr and MaPreuve.fr has been the subject of a declaration with the French National Commission of Data processing and Freedoms (CNIL) under number 1470170. The Customer has the right at any time to oppose, access, modify, rectify and delete the data concerning it.

For this, it simply has to send its request via email to yleplard@dhimyotis.com or by postal courier to the following address : Dhimyotis, Zone d'Activité de la Plaine, 20 allée de la Râperie 59650 Villeneuve d'Ascq.

Pursuant to Article 6.5 of the Law No. 78-17 modified 6 January 1978, personal data is only held in a form allowing identification for a duration not exceeding the duration necessary for the purposes for which these same are collected and processed. The personal data are only accessible by authorized personnel. In the personal data collection forms, the Customer is notably informed : of the identity of the processing manager, its rights to the personal data, the recipients, the processing purpose and the mandatory or optional character of its answers. These data will only be used for electronic prospecting with the prior express consent of the Customer concerned, in accordance with the provisions of the French law for trust in the digital economy (LCEN) No. 2004-575 of 21 June 2004. The Customer is informed that it is required to proceed with the procedures, declarations, authorisation requests provided for under the laws and regulations regarding any processing it performs and the data that it processes from the Firmware, and especially those provided by the CNIL related to the processing of personal data.

Article 8 – PRODUCT DELIVERY, INSTALLATION AND WARRANTY

8.1 As part of the sale of the Certificate or subscription including a Certificate, the Customer has the option of refusing the Certificate at its "delivery", if it does not correspond to its initial request. In case of justified refusal, Dhimyotis is committed to providing a Certificate in accordance with the Customer's request or, if it is unable to do so, the repayment of the amounts already paid by the Customer for its order. Dhimyotis does not proceed with any reimbursement requested by the Customer as a result of implementation difficulties linked with the operating technical environment of the Certificate (non-compliance of the Customer's software or hardware with current standards and norms)..

8.2 The Firmware is delivered in executable code form. In the case of a Licensing agreement, Dhimyotis guarantees for a period of 6 (six) months from delivery, compliance of the Firmware, of which it is the author, with its Documentation. It also guarantees, during this same period, the Firmware against any defect or faulty design. In the case of a Subscription Agreement, these warranties are offered throughout the duration of the subscription taken out by the Customer. For the implementation of these warranties, the Customer agrees to report, promptly and in writing, to Dhimyotis, the faults it may have observed by providing all the details concerning the occurrence context of the latter (Reproducibility conditions). Dhimyotis also undertakes to respond in writing. In case of malfunction shown to be imputable to Dhimyotis (non-conformity of the Firmware with its documentation, operation error, etc.), this latter will specify to the Customer the time necessary for correcting the deficiencies observed and for providing a new version of its Firmware. The provision of a new version of its Firmware in no way prolongs the initially defined warranty period.

8.3 Save indication to the contrary by Dhimyotis, the Hardware supplied have a warranty of one (1) year from their Delivery Date. This warranty does not include the normal wear and tear of the Hardware, abnormal handling, or installation not in conformity with the instructions supplied.

8.4 The warranty offered by Dhimyotis on its Firmware does not apply in the case of misuse, accident, or modification of the Firmware by a third party or by the Customer.

8.5 Indemnities : Dhimyotis has taken out a "Post-delivery professional civil liability" policy. The extent of the warranties is €500,000 (five hundred thousand Euros) per year.

8.6 The Customer undertakes to accept at delivery all Hardware, Software, Firmware provided, to the extent that these conform to the Contract. Any refusal of delivery, any objection respecting the supply, use, expected results, must be, to be admissible, brought to the notice of Dhimyotis by duly motivated registered letter. The Customer has a period of 8 (eight) days from delivery of the supplies to make such refusal or objection. In the case of a refusal of delivery that is unmotivated and/or not expressed in the required forms and delays, the Contract shall be deemed to have been abusively and unilaterally severed by the Customer and, consequently, Dhimyotis will be entitled to claim from the latter the total amount of the order, and all payments previously received by Dhimyotis will be acquired and can not be the subject of any reimbursement whatsoever.

8.7 The Customer shall proceed under its sole liability with the installation of the Certificates and/or Firmware and/or Hardware save recourse to Dhimyotis Customer Support or from a third party approved by Dhimyotis.

Article 9 – OWNERSHIP RESERVE

Dhimyotis retains ownership of the Certificates, Hardware, usage licences of the Firmware or Software sold as well as the media and documentation relating to the Firmware/Software until full payment of the scheduled price in principal and accessory. The Firmware/Software remains the property of their creator.

Article 10 – CONSTRAINTS LINKED TO THE FIRMWARE

The Customer is informed that evolutions in regulations or technologies may cause Dhimyotis to adapt its Firmware in order to integrate new cryptographic algorithms or for modifying the parameters of these algorithms. Dhimyotis can not be held liable if, following evolution of the technologies, the Hardware provided to the Customer is no longer compatible with the new versions of its Firmware.

Article 11 – FINANCIAL PROVISIONS

- 11.1. The prices of the ordered items are indicated in Euros excluding taxes and including all taxes. The delivery costs are also shown. The invoiced price corresponds to the tariff in effect at the time of invoicing.
- 11.2 Payment of the amount of the Certificates is carried out at the time of the order save express waiver from Dhimyotis.
- 11.3 Invoicing of the Hardware, licences of the Firmware and Software will be carried out at delivery. If the services are ordered by the Customer they will be invoiced as soon as they are executed.
- 11.4 Save express agreement from Dhimyotis, the issuance of a Certificate, and if necessary its media (token) to the Customer is subject to prior receipt of payment of the amount according to the current tariff.
- 11.5 Invoices from Dhimyotis, for Products other than the Certificates, shall be paid by the Customer without discount at 30 (thirty) days from the invoice date.
- 11.6 In the case of exceeding the deadline, a late payment penalty calculated on the basis of an interest rate equal to three (3) times the legal rate of interest will be payable by Dhimyotis with no reminder being necessary. Moreover, Dhimyotis reserves the right, fifteen (15) days after the mailing of the notice to pay, by the recommended method, remaining partially or totally without effect, to suspend its benefits until full payment of the amounts due and, where appropriate, to terminate as of right and with immediate effect, the Contract or the Services in progress. In the event of the absence of payment of the amount of a Certificate issued to the Customer, Dhimyotis will be entitled to revoke this Certificate. All unpaid fees, in particular following a bank rejection of a Customer payment, will remain at the financial charge of the latter.

Article 12 – FIRMWARE MAINTENANCE LENGTH OF SERVICE

- 12.1 The Firmware maintenance service can be optionally taken out by the Customer against payment. It takes effect at the end of the contractual warranty period (6 months). Except possibly for the first year (see below), it is concluded for a period of one (1) year, automatically renewable. The party that decides not to renew the Firmware maintenance service must notify this decision to the other party by registered letter with acknowledgement of receipt at the earliest three (3) months and no later than one (1) month before the end of the current period. The first maintenance contract should be concluded by the Customer at the time of licensing the Firmware. This contract covers the period from the end of the warranty until the end of the calendar year, the invoicing being carried out pro rata of the period concerned. The following maintenance agreements, tacitly renewed, thus start on 1 January.
 - 12.2 Dhimyotis may, for the duration of this Service, with a notice period of three (3) months, inform the Customer by registered letter with acknowledgement of receipt of the removal of a Firmware and/or Software from its Services, thus causing the end of supply of the Service for the Firmware and/or Software concerned.
- If one or more Firmware are covered by a Subscription contract, the maintenance of the latter is included in this Contract.

Article 13 – LIABILITIES

- 13.1 Given the state of the art in usage in its profession, Dhimyotis is subject to an obligation of means. It also undertakes to provide all possible care in the performance of its obligations. Dhimyotis guarantees that the Certificates and Firmware comply with their documentation. It does not guarantee that its Firmware is free from defects, but promises to remedy, with all reasonably possible due diligence, the deficiencies found in its Firmware relative to its Documentation.
 - 13.2 The Certificates, Firmware, Hardware, and Software supplied under the Contract are used by the Customer under its sole control, directions, and under its sole liability. During interventions by Dhimyotis, the Customer remains custodian of the Certificates, Hardware, Software, Firmware, data, files, programs or databases and, accordingly, Dhimyotis can not be held liable for their damage or destruction, whether this be total or partial. Consequently, the Customer is responsible for :
 - the implementation of all useful procedures and measures designed to protect its Certificates, Hardware, Firmware, Software, passwords, to safeguard its data (before and after execution of Customer Support), and to guard against any viruses and intrusion ;
 - the prior or future selection and acquisition from third parties of hardware, firmware and software as well as their possible incompatibilities with the items ordered from the Contract, unless Dhimyotis has expressly and previously validated these acquisitions. Without such validation, Dhimyotis, directly or indirectly, can not be held liable for the malfunctions and disturbances that might appear in the operation of the Customer's installation ;
 - Compliance with the pre-requisites (present and future) in order to avoid harmful consequences such as delays, blockages, data distortions ;
 - All consequences, in terms of the Certificates, Firmware, Hardware, Software, and Customer Support, subject of the Contract, resulting from changes agreed and/or performed by the Customer, their installation or their environment.
 - 13.3 The Customer is informed that Dhimyotis is not responsible for the quality, availability, and reliability of the telecommunication networks or electronic exchange tools, whatever their nature, when transporting data or accessing the Internet.
- In the event that Dhimyotis is held liable, compensation all causes combined, principal, interest, and costs, will be limited to the direct prejudice suffered by the Customer without exceeding the amounts paid by this latter during the last twelve (12) months, on the sale of the Product that is at the cause of Dhimyotis being held liable.
- 13.5 In no event can Dhimyotis be held liable in regards to the Customer and a third party for any indirect loss such as operating loss, loss of profit or image or of any other financial loss arising from the use or impossibility of using the Firmware by the Customer, or for any other loss or damage of information. Any damage undergone by a third party is an indirect damage and thus does not give rise to compensation.

Article 14 – CASE OF FORCE MAJEURE

Dhimyotis' liability can in no event be sought in the case of force majeure. Explicitly, cases of force majeure will be considered, except those usually retained by the decisions of the French courts, that involve total or partial strikes internal or external to Dhimyotis, transport blockages for any reason whatsoever, the unavailability or lack of stock of Hardware ordered from suppliers or subcontractors of Dhimyotis, the legal liquidation of one of the suppliers or subcontractors, the blocking or disruption of the postal or telecommunications resources. Initially, cases of force majeure will suspend execution of the Contract. If the cases of force majeure that have a lifespan of greater than 3 (three) months, the Contract will be automatically terminated, save agreement by the parties.

Article 15 – TRANSFER

The Contract shall in no event be the subject of a total or partial transfer, free of charge or against payment, by the Customer, without the prior express written consent of Dhimyotis. Dhimyotis reserves the right to transfer the Contract without formality. In case of transfer, the receiving institution will be substituted for Dhimyotis from the transfer date. The Customer expressly acknowledges that the receiving institution will become the other co-contractor.

Article 16 – MISCELLANEOUS

- The failure of either party to take advantage of any of the obligations pursuant to these GTC can only be later interpreted as a waiver of the obligation in question.
- The Customer agrees that Dhimyotis can, freely and without prior formality, subcontract all or part of its obligations. The Customer accepts that Dhimyotis, to correct an error, after having been informed about it, can proceed with any appropriate modification, provided that it does not substantially alter the correct execution of the Contract. If that is the case, the parties undertake to come together in order to find a common solution.
- All confidential information exchanged under the Agreement can in no case be disclosed to a third party without having obtained the prior, express written consent of the other party.

- If one or several stipulations of the GTS were held to be invalid or declared as such in application of a law or following a final decision from a competent jurisdiction, the remaining provisions will keep their validity, strength and scope.
- The Customer authorizes Dhimyotis to mention its name in its trade references.
- Dhimyotis will be free to use the know-how acquired during execution of the Contract, and perform analogous services on behalf of other Customers.
- The Customer undertakes for the duration of the Contract and 12 (twelve) months after the end of it not to solicit, recruit nor make work directly or indirectly a Dhimyotis member of personnel, without the prior written permission of the latter. In case of infringement, the Customer shall immediately pay Dhimyotis a lump sum equal to the salary of the laid-off employee during the 12 (twelve) months prior to its laying-off, employee and employer social security contributions included. Dhimyotis may also request compensation of the damages actually suffered if this exceeds salary costs alone.
- The Customer is informed that in the case of an audit of its computerized accounting, Dhimyotis will make the computing documentation available to the Tax Administration and will assist the Customer, on the express request of this same and against compensation to be defined by mutual agreement, to respond to any request for information from the Administration relating thereto.
- The Customer can not institute any action, whatever the nature and basis, more than two years after the occurrence of its generating event.
- Dhimyotis authorizes use of the Certigna and MaPreuve.fr trademark by the Customer during term of the Contract.

Article 17 – LAW AND ATTRIBUTION OF JURISDICTION

These are subject to French law both for rules of form and for rules of substance.

In case of dispute :

- when the Customer is a trader within the meaning of the Commercial Code, jurisdiction is attributed to the Commercial Court of Lille ;
- when the Customer is a consumer within the meaning of the Consumer Code, application shall be made of Article L.141-5 of the Consumer Code.