

TERMS AND CONDITIONS OF SERVICES

Subject matter - Scope of application

1.1. These terms and conditions of services (hereinafter **"Terms and Conditions"**) apply to all services provided by the company Pipplet, a simplified joint-stock company with a share capital of 20,000 euros, whose registered office is located at 24 Rue Chauchat - 75009 Paris, registered at the Trade and Companies Register of Paris under number 813 493 673 (hereinafter **"PIPPLET"**) to its professional clients, that are either natural or legal persons (hereinafter the **"Client(s)"**), for the purchase of services offered by PIPPLET (hereinafter the **"Service(s)"**). The Terms and Conditions apply irrespective of the clauses that may appear in the Client's documents and notably his terms and conditions of purchase. Only a specific agreement concluded between PIPPLET and the Client may deviate from these Terms and Conditions.

The services offered by PIPPLET consist in the evaluation of the command and ability of one or more candidates (hereinafter the **"Candidate(s)"**) to communicate in a foreign language, as thoroughly detailed hereinafter.

1.2. The acceptance of a commercial offer or of a quote issued by PIPPLET is deemed as the Client's full acceptance of all Terms and Conditions. The latest version on the date of the quote or commercial offer, duly accepted by the Client with the Terms and Conditions attached thereto in annex, constitutes the contract (the **"Contract"**). Failing a formal document, the Client's purchase of Credits, according to the definition of the term hereinafter, constitutes the entry into force of these terms and conditions. It constitutes an acceptance of the proposal and of the Terms and Conditions.

1.3. These Terms and Conditions may be supplemented or amended at any time by PIPPLET without notice, it being indicated that such modifications do not apply to quotes that were previously duly accepted. Any other documents, such as PIPPLET's advertising brochures or commercial documents only have an indicative value and do not prevail over these Terms and Conditions.

PIPPLET Service

2.1 Service Description

The Service Provider offers its Clients an online language test service available on the website "www.pipplet.com" (and its various extensions and variations, including any mobile application, hereinafter collectively referred to as the "**Website**"), allowing them to assess the command of and ability to communicate in a foreign language of one or more candidates of their choice (the "**Service**").

The language test is subject to an evaluation and an analysis by PIPPLET and/or its affiliated reviewers and/or its artificial intelligence solutions. The test results are communicated to the Client in the form of a score with the indication of the correspondence to the European CEFR level and a summary report on the answers provided by the Candidate in question to the various questions offered in terms of the test.

These test results are communicated to the Client via email and are available for a duration of twelve (12) months on the Client's "Dashboard" interface.

In the absence of an objection by the Candidate to the communication of his test answers, and notably to the answers given orally and subject to a specific protection with respect to personal data, the Candidate's answers can be consulted by the Client on his "Dashboard" interface during the same period. In this way, the Client has the possibility of assessing the Candidate's ability to express himself in the foreign language. All PIPPLET examiners are experienced language teachers – with at least 5 years' experience in teaching the language in question. PIPPLET's evaluation service is built on the basis of recommendations of the Common European Framework of References for Languages.

Unless agreed otherwise by PIPPLET and the Client, the Candidate's test results are not communicated by PIPPLET to the Candidate. The Client remains free to communicate the result to the Candidate that requests it.

The Client shall manage any objection by the Candidate to the test results, without involving PIPPLET in this respect. The Client acknowledges that there will be no re-examination of a Candidate's test, including in case of objection by the Candidate to his test results.

2.2 Creation of a Client account and Dashboard

General presentation:

*In order to be able to access the Service offered by PIPPLET, each Client is invited to create a personal account on the Website (the “**Account**”). This Account grants access to a personal space (hereinafter the “**Dashboard**”), hosted on the Website, subject to the prior Credit order, according to the definition of this term hereinafter.*

The use of the Website, including browsing the test platform and/or its mobile application is subject to PIPPLET’s Terms and Conditions of Use of Online Services. The use of the Dashboard is more specifically subject to these Terms and Conditions.

The Dashboard is accessed via the Client’s personal username and password, under the address <https://dashboard.pipplet.com>.

The Dashboard allows the Client to manage his Credit balance, his test requests and to consult the results of the various tests carried out for the duration referred to in section 2.1 above.

Mandatory Information:

In order to access the Client account and the Dashboard interface, the Client undertakes to communicate his exact contact details to PIPPLET and notably a valid email address. PIPPLET shall not be held liable for the consequences suffered by the Client and/or third parties in case of the Client’s omission to notify PIPPLET of any modification of the information transferred to PIPPLET.

PIPPLET may request the communication of additional information from the Client for the purposes of creating his client file (including SIREN number, intra-community VAT number, etc.). The Client undertakes to provide this information to PIPPLET.

The Client warrants that all the information communicated to PIPPLET is accurate, up to date and true and do not have a deceptive nature. The Client shall immediately transfer any modification to this information to PIPPLET.

Access code

Access codes (username and password) allowing the Client to access the Service are confidential and personal. Each Client may only have one Account and one Dashboard.

The Client is responsible for safeguarding the password that it uses to access the Service and for any activities or actions under the Client's password.

The Client has an exclusive personalised access thanks to the use of his access codes, in a way that any connection to the Service made by using the Client's access codes shall be considered as having been made by the Client himself. For organisational purposes that are internal to the Client, the latter may request several access codes from PIPPLET (with a maximum of 10) so that several members of his team may access the Client's Dashboard (simultaneous access or not, according to the Client's wishes).

In case of loss, theft, or more generally misappropriation of access codes by third parties, the Client undertakes to immediately notify PIPPLET at the following email address: team@pipplet.com, so that the latter can cancel them.

Tracking and cookies

When using the Dashboard, a cookie may be automatically installed on the Client's browsing software, which expressly declares to be informed thereof by accepting these terms and conditions.

In general, this cookie contains an identification number or a code allowing PIPPLET to recognise a user when he logs into the Dashboard. The implementation of cookies allows for the retrieval of statistical data in order to improve the functionalities of PIPPLET's Service and to better address the Clients' needs. The data collected in this way may in no case (i) be used for any other purpose or in any other way other than as necessary to provide the Services; and (ii) be transferred to third parties.

It is noted that each browser has functionalities allowing the Client to prevent cookies from being stored, to be informed before accepting Cookies or deleting them.

Internet access and browser

Access to the Dashboard requires the Client to comply with the following prerequisites: (i) have an Internet connection and (ii) hold an Internet subscription allowing for access to the Website, it being understood that the Client shall bear the related costs alone.

In this respect, the Client represents that he knows and accepts the characteristics and limitations of the transfer of information by the Internet network and in particular its technical performances as well as the costs specific to the connection to the network.

He is notably responsible for ensuring that the technical characteristics of his computer and of the software he uses allow him to access the Website and the Service in good conditions and to take all appropriate measures in order to be protected from a virus caused by any malicious programs.

The Dashboard is accessible under the address <https://dashboard.pipplet.com>. The Dashboard and the Website in general are optimised for the following Internet browsers: Google Chrome, Mozilla Firefox, Internet Explorer. The Client is invited to use these Internet browsers.

Restrictions related to Internet and Dashboard accessibility

PIPPLET shall not be held liable for technical incidents beyond PIPPLET's reasonable control that may occur during the transfer of files, including without limitation, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving PIPPLET employees), Internet service provider failure or delay, or denial of service attack. The Client represents in this respect to perfectly know the characteristics and the limitations of the Internet network, notably in terms of transfer of and breach to data.

For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, PIPPLET represents and warrants that it has taken and will take commercially reasonable measures to prevent the Service from containing any viruses or malicious code capable of deleting, disabling, deactivating, interfering or otherwise harming the Client's platform or services, or data.

The Client is responsible for any appropriate measure to protect his own data and/or software notably against the contamination by any virus or intrusion, and to carry out backups on his personal assistant or laptop, prior to and after accessing the Dashboard.

2.3 Credit

2.3.1. Any order or acceptance of a PIPPLET quote gives rise, subject to

compliance with conditions such as the payment hereinafter, to the credit of the Client account in question of a number of credits (hereinafter "Credits") in the form of packs with a corresponding value in euros provided in terms of a quote or purchase order.

A Credit grants rights to the following services:

- * One request to require PIPPLET to address an invitation to a Candidate (previously determined by the Client) to take a language test on the PIPPLET Platform;
- * 1 individualised access addressed to the Candidate to access the PIPPLET Platform in view of taking a language test selected by the Client;
- * The evaluation of the test in question by one of PIPPLET's examiners and/or artificial intelligence solution, in the form of (i) a score and (ii) a summary report on the answers brought by the Candidate in question to the various questions offered in terms of the test.
- * Access by the Client to his Dashboard to the answers provided by the Candidate to the test in question for a duration of 12 months following the execution of the test, and provided that the Candidate did not object to the communication of the said answers to the Client in a period of 24 hours following the execution of the test.

Furthermore, any Credit may be used by the Client in order to obtain the examination and the results of a test executed in support of a "Blank" Credit of the "Test" Account converted into an account.

Each invitation request to take a test addressed by the Client to PIPPLET results in the automatic use of a full Credit, irrespective of whether the Candidate has already executed the test as of this date.

Furthermore, any test completed by a Candidate results in the use of the corresponding Credit.

If a Candidate refuses to accept PIPPLET's Terms and Conditions of Use of Online Services prior to taking the test, his access to the platform shall be refused. In this case, the corresponding Credit shall be re-credited to the Client's benefit. Likewise, in case the Candidate designated by the Client to take the language test does not execute the test within the time allocated and determined beforehand by the Client to execute the online language test, the Candidate's access to the Platform shall no longer be possible and the corresponding Credit shall be re-credited to the Client's benefit. The same applies if the Candidate

objects to the communication of answers that he has given on the test to the Client.

2.3.2. Each Credit has a limited duration of validity.

The duration of validity of Credits is twelve (12) months from its date of purchase. If the Client does not use his Credit(s) in the duration of validity, the Credit in question shall be deemed as definitively used at the end of this period. It is being specified that any Credit used in the duration of validity unlock a minimum period of three (3) months to allow the Candidate to take the test.

The Client is exclusively responsible for the use of the Credit, and is responsible for managing his stock of Credits according to his needs. The Client may therefore not request any reimbursement in full or in part from PIPPLET if the Credits lapse because he failed to use them. If a Credit was re-credited on the Client's Account, and if the Candidate in question does not execute the test within the time allocated by the Client, it is expressly understood that this operation shall not have any impact on the starting point of the duration of validity of the Credit, which shall remain the initial date of delivery of the Credit in question on the Client's Account.

In the unlikely case where the test Platform turns out to be unavailable for a continuous duration of 24 hours or more, the duration of validity of the Credit shall be extended by the same duration.

2.3.3. Access to the Dashboard shall be automatically closed after the last of the following dates:

- * Expiry of the period of consultation of results of the last test executed upon the Client's request;
- * Use of all Credits by the Client by any means whatsoever failing an order for new Credits within a period of two (12) months after the use of the last Credit on the Account.

As a precaution, the Client is invited to save the scores and results of tests executed by his Candidates as made available to him on the Dashboard on his own equipment.

PIPPLET is furthermore entitled to unilaterally and immediately delete any Account that no longer has any Credit, subject to the expiry of the period of consultation of the results of the last test executed.

2.4 Peer Review

For any Credit used the Client has the possibility to order a Peer Review if he wants to double check the evaluation relating to the Credit. It is being specified that any Peer Review will be charged to the Client unless the score provided as part of the Peer Review is different from the previous evaluation (e.g. A2 vs. A1).

Orders and quotes

3.1. In terms of his order, the Client has the choice between buying various Credit packs and/or Peer Reviews available. The Client also has the possibility of contacting PIPPLET to take out specific services, such as subscriptions or the implementation of personalised tests.

3.2. PIPPLET reserves the right to refuse any Client order, notably if it does not have sufficient human resources and notably sufficient availability of reviewers in the language selected by the Client.

Furthermore, in order to better address the needs of its clientele and to ensure that Candidates' tests are evaluated within a period of 48 hours (unless provided otherwise between the parties), PIPPLET may limit the number of Credits usable by the Client per period (e.g.: 20 Credits usable per day for a specific language). In case of a large volume of Credits, the Client is invited to contact PIPPLET's commercial service in order to define his specific needs and to allow PIPPLET to adapt its internal resources in order to better address his request.

3.3. In terms of any order (either via email or by means of a form set up on the Website), the Client shall indicate the number of Credits ordered. PIPPLET may also invite the Client to detail certain elements in order to finalise his order or for the purposes of issuing its invoice (SIRET, intra-community VAT number, etc.).

3.4. No telephone contact or meeting amounts to an agreement. The sale of Services shall only be completed after the establishment of a quote and the express acceptance of PIPPLET's invoice by the Client, materialised by his signature.

3.5. The quote produced by PIPPLET, together with the Terms and Conditions, shall be returned by the Client, initialled and signed with the indication "Agreed" ("Bon pour accord"). These documents shall be addressed to PIPPLET by mail at the following address 24 Rue Chauchat - 75009 Paris or by email at the following email address contact@pipplet.com. In case of subscription to PIPPLET's online Services via the form, these Terms and Conditions shall be accepted by the

Client upon order by ticking the box intended for this purpose.

3.6. If PIPPLET were to work on the development of a test in a foreign language specific to the Client, it is expressly agreed that PIPPLET's work on the test shall constitute the intellectual property of PIPPLET according to applicable law. Therefore, if the Client refuses PIPPLET's offer, the Client shall refrain from using all or part of PIPPLET's work performed.

Rates

PIPPLET's Service is provided under the applicable rates as of the day the order was placed according to the quote established beforehand by PIPPLET and accepted by the Client, as indicated in Section 3 above. The rates shall be exclusive of tax. An invoice is established by PIPPLET and issued to the Client upon each delivery of Credit(s) on the Client's Account.

In case of a specific order by the Client, and notably in the development of one or more language tests specifically designed for the Client, the costs related to PIPPLET's execution of this specific provision shall be subject to an additional invoice of which a statement of estimate may be established for information purposes only in this quote (such as, without limitation, costs of development and adaptation of the Platform to the Client's logos and trademarks, lease of equipment, travel costs, graphic creation, etc.).

Conditions of settlement

The price is payable in cash and in full within 30 days of the Client's acceptance of the quote by means of a secured payment according to the following modalities:

- by bank card;
- via PayPal;
- by bank transfer.

Failing full payment within 30 days of the Client's acceptance of the quote, PIPPLET shall be entitled to suspend the delivery of Credits and the provision of Services until the Service is paid in full. Likewise, access to the Dashboard and to the Client Account may be suspended until the Service is paid in full.

On an exceptional basis, specific provisions, and notably the development of tests dedicated to the Client or of a dedicated platform regarding Services provided over a long period, may be subject to a payment schedule according to the progress of work. An advance payment up to 50% of the specific Service provided may be requested when placing the order.

Failing the settlement of payable amounts due on the due date, as defined above, late penalties shall automatically accrue to PIPPLET without any formality or prior notice and without prejudice to any action that PIPPLET may bring. Late penalties shall be calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points of the amount including tax of the outstanding invoice.

Client's obligation of cooperation and information

6.1 In order for PIPPLET to send the invitation to the Candidate to take the foreign language test, the Client shall supply the following information to PIPPLET via the Dashboard:

- * Candidate's Surname and Given name;
- * Candidate's valid email address;
- * Candidate's phone number
- * Language in which the test shall be offered;
- * Allocated period / duration to execute the online language test.

It is expressly agreed that PIPPLET does not guarantee the identity of the Candidate that actually took the Test and shall notably not be held liable in case of fraudulent use or bad faith by the Candidate of the personal invitation to take a Test.

6.2. Regarding specific Services that would be entrusted to PIPPLET (notably the development of a specific Test), the Client shall provide PIPPLET all the necessary documents and information in view of setting up his Test project (level of language requirement, specific topics to be addressed in the context of this Test, specific situation simulations of the Candidate, etc.). PIPPLET's provision of Services is established in "working progress", by successive steps in the course of which the Client shall give his opinion or any adjustment proposal or minor

modification of his initial project. The Client shall inform PIPPLET in writing of his approval or, if applicable, his adjustment or minor modification proposal within five (5) business days following PIPPLET's delivery of execution documents. If PIPPLET does not receive the adjustment or minor modification proposal within the allocated time, the step in question shall be deemed to be validated. Any validated step is considered as definitive and may not be subject to any further modification save for PIPPLET's express derogation. PIPPLET may also request the Client to provide any detail or additional information necessary for the execution of the Service.

In case of supply by the Client of documents and information necessary in view of executing his project (graphic and textual information, logo, images, etc.), the Client declares that he has all the necessary rights with regard to the elements provided and holds PIPPLET harmless against any third-party claims regarding the aforementioned elements supplied.

Notwithstanding the above, PIPPLET acknowledges and agrees that PIPPLET shall obtain the necessary rights and permissions from each Candidate in order to perform the Services and that any relationship and/or agreement between PIPPLET and a Candidate is solely between PIPPLET and each individual Candidate, and that the Client shall not be responsible for, and shall not have any liability whatsoever under, any relationship or agreement entered into between PIPPLET and a Candidate.

Data Protection

Pipplet is committed to protecting the privacy of its users and complying with all applicable data protection laws, including the General Data Protection Regulation (GDPR). Pipplet represents and warrants that it has implemented appropriate technical and organizational measures to ensure the security and confidentiality of personal data.

Compliance

PIPPLET hereby represents and warrants that it is in full compliance with all applicable laws and regulations pertaining to corruption, bribery, and other

unethical practices.

Confidentiality

Each party may have access to the other party's Confidential Information (as defined below) as a result of such party's obligations pursuant to this Agreement.

"Confidential Information" shall mean all information or materials made available or provided by or on behalf of the disclosing party, whether written or oral, in any format. For the avoidance of doubt, Confidential Information of the Client shall include any details provided by the Client related to a Candidate, including but not limited to a Candidate's name and email address. Confidential Information shall not include information or materials that the receiving party can demonstrate (i) were, on the date of disclosure, generally known to the public; (ii) became generally known to the public after the date of disclosure other than as a result of the act or omission of the receiving party; or (iii) were rightfully known to the receiving party on a non-confidential basis prior to the receiving party receiving such information from the disclosing party.

Without the prior written approval of the disclosing party, the receiving party will not (i) disclose any Confidential Information to any third party; or (ii) make any use of Confidential Information except to the extent necessary to fulfill its obligations under this Agreement.

The receiving party agrees that the existence and terms of this Agreement and any agreement with respect to the Event and all discussions and negotiations related thereto shall be maintained in confidence by the receiving party.

The receiving party understands and agrees that any breach of this Agreement by the receiving party may cause immediate and irreparable harm to the disclosing party and that the disclosing party will be entitled to specific performance, injunctive or other equitable relief as a remedy for any such breach or threatened breach. The receiving party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for the receiving party's breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the disclosing party.

Indemnity

PIPPLET agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, members, managers, affiliates, successors and assigns from and against any loss, liability, damage, penalty or expense (including reasonable attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) performance or non-performance by PIPPLET of this Agreement, including any failure by PIPPLET or any Personnel, agent or affiliate of PIPPLET to comply with the terms of this Agreement; (ii) any warranty or representation made by PIPPLET being false or misleading; (iii) the negligence of PIPPLET or its Personnel or agents; (iv) any violations by PIPPLET or its Personnel or agents of any applicable governmental laws, regulations or rules; (v) the Services provided by PIPPLET to any Candidate; or (vi) the infringement by PIPPLET or its Personnel or agents of any third party intellectual property or proprietary rights.

Limitation of Liability

Except for claims arising from breach of its confidentiality obligations, or its indemnity obligations in Section 8, (a) PIPPLET may not be held liable in case of indirect damage (financial or commercial damage, damage to image, operating loss, etc.) and (b) PIPPLET's liability is strictly limited to the amount of the price actually paid by the Client in respect of the Contract.

It is expressly agreed that PIPPLET may not be held liable for the Client's use of the test results. In this regard, the Client expressly holds PIPPLET harmless against any action brought by a third party such as, without limitation, any Candidate's action against PIPPLET in terms of the prejudice that the Candidate considers to have suffered by reason of the test and notably the use of the test results by the Client in the context of any decision-making. Notwithstanding the above, the Client may not be held liable in case of indirect damage (financial or commercial damage, damage to image, operating loss, etc.) and its liability is strictly limited to the amount of the price actually paid by the Client in respect of the Contract.

Customer Service

For any information or question, PIPPLET's customer service can be reached:

- Per email at the following address: contact@pipplet.com;
- Per mail to be addressed to: Pipplet - 24 Rue Chauchat - 75009 Paris

Information technologies and civil liberties

12.1 PIPPLET's property rights on the Website, Platform and Dashboard

The Client acknowledges and accepts that the Website, the Platform, the Dashboard, and their contents are the strict property of PIPPLET (and/or of its partners or licensors) and are protected by copyright, trademark(s), patent(s) or any other right acknowledged by the applicable laws.

In particular, contents, such as drawings, illustrations, pictures whether animated or not, software, trademarks, photographs, video sequences, sounds and texts, that appear or are available on the Website, the Platform or the Dashboard are protected by intellectual property law.

These Terms and Conditions do not amount to any disposal or transfer of any type of intellectual property rights. It results therefrom that any adaptation, dissemination, borrowing, imitation, representation, copy or use, under any form whatsoever of all or part of the contents of the Website, the Platform and the Dashboard, without the prior written authorisation of PIPPLET and/or its partners or licensors is strictly prohibited.

The fact that PIPPLET and/or its partners and licensors do not bring an action as soon as they become aware of the unauthorised uses does not amount to their acceptance of the aforementioned uses and to a waiver of their claims.

12.2 Right of use granted to the Client and/or Candidate

PIPPLET grants the Client a non-exclusive right to use the Dashboard during the period referred to in section 2 above.

PIPPLET furthermore grants the Candidates in question, upon the Client's request, a non-exclusive right to use the Platform for the strict necessities of the Test and for its duration, within the limits of the period defined by the Client to allow the Candidate to take the test and according to the conditions defined according to PIPPLET's Terms and Conditions of Use of Online Services.

The right of use granted to the Client (or the Candidate) is strictly personal and non-transferable.

No other right is granted to the Client on the Website, the Platform or the Dashboard. In particular, the Client is not authorised to:

- Copy the Website, the Platform or the Dashboard, their contents and/or their source codes;
- Dispose of, transfer or grant access in any way whatsoever to the Website, the Platform or the Dashboard to a third party;
- Create derivative products from the Website, the Platform or the Dashboard;
- Correct, modify, adapt the Website, the Platform or the Dashboard, their contents and/or their source codes;
- Make the Website, the Platform or the Dashboard and generally the PIPPLET Service available to third parties or make the functionalities of the said elements available to third parties;
- Translate, reverse engineer, decompile, disassemble the Website, the Platform or the Dashboard and/or their source codes or allow a third party to execute such actions, unless provided otherwise by the applicable legislation, and generally;
- Use the Website, the Platform or the Dashboard illegally, for illegal purposes or in any other way that does not comply with these Terms and Conditions.

Assignability and Subcontracting

PIPPLET shall not assign or subcontract the whole or any part of this Agreement without the Client's prior written consent. Any subcontract made for which the Client's prior consent is required shall incorporate by reference all the terms of this Agreement. PIPPLET will properly direct and control all of its subcontractors, contractors or freelancers (collectively, its "Personnel") for which the Client's prior consent is required. PIPPLET will retain full responsibility for the

performance and completion of all Services, whether performed or completed by PIPPLET or its Personnel to which the Client may consent. PIPPLET will be liable and obligated to the Client for: (i) any Service performed or completed by, and for all acts, omissions and negligence of, PIPPLET's Personnel and for all employees and agents of such Personnel; and (ii) PIPPLET's Personnel's compliance with each term and provision of this Agreement and applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards. Subject to the foregoing, this Agreement will be binding upon, enforceable by and inure to the benefit of the Parties and their respective successors and assigns. The Client acknowledges by signing this contract that PIPPLET works with contractors to provide the assessment of candidates and therefore the Client gives his consent for this type of subcontracting. Notwithstanding the foregoing, the Client may in its sole discretion and for any reason request that a subcontractor, contractor or freelancer performing the Services be removed from the project.

References / Communication

Except in the event of a written refusal by the Client, PIPPLET is authorized to mention the Client as a commercial reference in its external communication documentation (such as PIPPLET's website, brochures, social media accounts etc.), and to utilize the Client's names, logos, and other distinctive signs for inclusion in these same documents. PIPPLET will not disclose any confidential information of the Client and commits to obtaining the Client's written approval before engaging in any more detailed and personalised communication.

Archiving – Proofs

PIPPLET archives the purchase orders and invoices on a reliable and durable device constituting an accurate copy in accordance with statutory provisions. Accounting documents and supporting documents are kept for a duration of ten (10) years,

PIPPLET's computerised records are considered by the parties as proof of communications, orders, payments and transactions that occurred between PIPPLET and the Client.

Invalidity

If one or more clauses of the Terms and Conditions are declared invalid and/or void and/or as unwritten by virtue of a law, a regulation or following a final

judgment of a competent jurisdiction, the other clauses shall remain in force to their full extent and shall validly bind the Service Provider and its Client.

Non-waiver

The fact that the Service Provider does not avail itself of any clause of the Terms and Conditions at any time does not amount to a waiver to subsequently avail itself of the same clauses.

Applicable law - Language

The Terms and Conditions and the resulting operations shall be governed by and subject to the laws of France.

Disputes

The courts located in France shall have exclusive jurisdiction over any disputes that may result from the Terms and Conditions, regarding their validity, their interpretation, their execution, their termination, their consequence and the result thereof and that were not resolved amicably between the Service Provider and the Client.

Terms and Conditions updated on June 12th, 2024