



## General Terms and Conditions

### Weenect - Hareau

#### Preamble :

The Company Hareau SAS, a simplified joint-stock company registered with the Paris Trade and Companies Register under number 538 863 937 (VAT FR08538863937) with its registered office located at 101 rue de Sèvres in Paris (75272 Cedex 06) and its main establishment at 53 boulevard Martial Valin 75015 Paris, represented by its President domiciled in this capacity at the said registered office (the "Company"), markets on the websites <https://www.weenect.com> and [my.weenect.com](https://my.weenect.com) (the "Website") the WEENECT KIDS and/or WEENECT DOGS 2 and/or WEENECT SILVER and/or WEENECT PETS and/or WEENECT CATS and/or WEENECT CATS 2 and/or WEENECT XS and/or Weenect XT system consisting of a GPS Tracker (the "Tracker") allowing the Customer(s) (the "Customer(s)") to communicate real-time information regarding the Tracker and to geolocate it through an Android or iOS application (the "App") for phones with continuous internet connection (the "Smartphone"), provided the Customer has subscribed to one of the Weenect subscription plans (the "Subscriptions"). Additionally, the Company offers the Customer optional services related to the Subscriptions (the "Services").

These general terms and conditions of sale (the "GTC"), along with the documents they reference (including the "Store" section of the Website), are intended to define the respective rights and obligations of the Company and the individual non-professional Customers (the "Parties") in the context of the sale of Trackers, Services, and Subscriptions on its Website and their use by the Customers. They constitute the sole contractual provisions applicable between the Company and the Customer and exclude any potential general purchasing conditions of the Customer unless expressly agreed upon in writing and signed by the Parties.

Thus, any account creation made on the Website implies the prior reading and acceptance of these GTC, which the Customer acknowledges having read, understood, and accepted with full knowledge of the facts. The acceptance of the GTC is confirmed when the Customer checks the "I accept" box related to these GTC.

## Article 1 - Accessibility of the Website and Services

1.1. The Website is open to all Internet users and, in principle, accessible 24/7, except for interruptions, scheduled or not, by the Company or its service providers for maintenance needs or in cases of force majeure. The Company cannot be held responsible for any damage of any nature resulting from the unavailability of the Website.

1.2. The Company does not guarantee that the Website will be free of anomalies, errors, or bugs, nor that the Website will operate without failure or interruption. In this regard, it may freely determine any period of unavailability of the Website or its content.

1.3. The Trackers, Subscriptions, and Services will be accessible in the countries covered by the service, the list of which evolves continuously and is available on the Website (the “Territory”). For logistical reasons, no subscription or order outside the Territory will be considered by the Company.

1.4. By registering on the Website, the Customer declares and guarantees to the Company that they are of legal age and have the legal capacity to contract, that they reside in the Territory and access the Website from the Territory, and that they have the necessary skills, equipment, and software required for the use of an e-commerce site on the Internet and for downloading the App to their Smartphone.

## **Article 2 – Registration on the Website**

2.1. The operation of the Trackers, Services, or Subscriptions requires the prior registration of the Customer on the Website.

2.2. The Customer's registration on the Website will be validated by the Company after verifying the standard form filled out by the Customer. The Customer will receive a confirmation email at the address provided in the form.

2.3. The Customer is required to verify the completeness and accuracy of the information provided to the Company during the subscription.

2.4. The Company cannot be held responsible for any entry errors and their consequences, especially regarding the Customer's delivery address.

2.5. The Customer's registration on the Website constitutes acceptance of the GTC, regardless of any order for Tracker, Service, or Subscription (the “Order”). Unless proven otherwise, the data recorded by the Company will constitute proof of all transactions made by the Customer.

2.6. Once registration is validated, the Company provides the Customer with a userspace (the “Userspace”) on the Website, allowing them to check their account

settings, access the activation of Trackers, a summary of ongoing Services and Subscriptions, and the list of invoices. The Customer agrees to provide the Company with accurate information (address and bank details) and to inform the Company as soon as possible of any changes to this information.

2.7. The Customer agrees to provide their contact details (name, first name, Customer number) to the Company in any correspondence to facilitate authentication and processing of their requests. Any incomplete request cannot be considered or processed by the Company.

### **Article 3 – Purchase of Products – Payment – Shipment**

3.1. The Trackers, Services, or Subscriptions are available for purchase on the Website.

3.2. Before any purchase, the Customer must ensure that their phone equipment is compatible with the technical specifications of the Weenect system, particularly that their Smartphone is compatible with the App. They can verify this by downloading the App.

3.3. The Company cannot be held responsible for the purchase of a Tracker by the Customer if their Smartphone or equipment is not compatible.

3.4. The price of the Trackers, Services, or Subscriptions, as well as the shipment fees, are those indicated on the Website. The prices of the Trackers include VAT.

3.5. The prices of the Trackers, Services, or Subscriptions and the shipment fees are subject to change at any time, but changes will not affect Orders already validated by the Customer before the price change. An email notification will be sent to the Customer for agreement in case of price change or modification of the GTC.

3.6. The Customer can select as many Products as they wish, which will be added to their digital basket (the “Basket”).

3.7. The Basket summarizes the Trackers, Services, or Subscriptions chosen by the Customer as well as the applicable shipment fees for the Order. The Customer can freely modify the Basket before validating their Order. The validation of the Order constitutes acceptance by the Customer of the price of the Trackers, Services, or Subscriptions, as well as the shipment fees. An Order confirmation will be sent by the Company to the Customer at the email address provided by the Customer when ordering or registering on the Website.

3.8. Payment for the Trackers, Services, or Subscriptions (the “Payment”) must be made via one of the interfaces offered on the Website. Payment for the 1-year, 2-year, 3-year and 5-year Subscriptions is made in one installment at the beginning of

the commitment period. Upon receipt of the Payment, the Company will send an Order confirmation to the Customer. Failure to receive Payment for the Trackers by the Company within 5 working days will result in the cancellation of the Order and the cancellation of the shipment of the Trackers (the “Shipment”) as well as the cancellation of the Services and/or Subscriptions.

Unless otherwise requested by the Customer, the renewal of the Subscription at expiration is carried out using the same payment method as for the initial Subscription. Consequently, the Customer agrees that the payment data used for the initial Subscription will be retained by the Stripe provider chosen by the Company and certified for this purpose and reused at expiration to avoid interruption of the Service.

3.9. The Company will ship the Trackers no later than one working day from receipt of the payment, unless one of the Trackers in the Order is in pre-order phase; in this case, the Order will be shipped once the pre-order phase has ended (the pre-order end date is specified on the product sheet concerned).

3.10. The Company will deliver the Trackers no later than 3 days after shipment for France, 5 days after shipment for Europe, and 10 days after shipment for the rest of the world.

3.11. The countries covered by the shipment are those offered in the drop-down list during the address selection step. The Customer can only be delivered in the country of the version of the site on which they are (delivery in France for the French site, in Germany for the German site, etc.).

#### **Article 4 – Availability of Trackers – Loss – Theft**

4.1. The Trackers are available as long as they are listed on the Website and within the limits of available stocks.

4.2. In the event of unavailability of one or more Trackers after the Order has been placed, the Customer will be notified by email. The amount of their Order will be recalculated, and the Customer will be refunded the price of the missing Trackers. In this case, the Company cannot be held responsible for any damage suffered by the Customer nor liable for any compensation.

4.3. In the event of loss or theft of the Tracker after delivery, the Customer agrees to inform the Company immediately by registered letter with acknowledgment of receipt, accompanied by a copy of the police report. The Company will then proceed as soon as possible to suspend the line (GSM phone subscription) associated with the Customer's Tracker.

4.4. The Company will, upon receipt of the payment for the sale price of the new Tracker or the replacement Tracker, which will be invoiced to the Customer at its sale price before dispatch, replace the Tracker and activate a new GSM line. The replacement may be free if the Customer has the Guarantee covering replacement costs.

4.5. The Company cannot be held responsible for the consequences of an inaccurate declaration or one made by a third party who has impersonated the Customer.

## **Article 5 – Withdrawal – Return**

5.1. The non-professional Customer has a right of withdrawal of 30 days from the receipt of the Tracker. If this period expires on a Saturday, Sunday, or a public holiday, it is extended to the next working day.

5.2. The Customer can exercise their right of withdrawal by mail. They must first contact the support team by email at [help@weenect.com](mailto:help@weenect.com). They must then return the Trackers by standard mail to the Company at their own expense in their original condition (accessories, manuals, packaging, original wrapping) according to the modalities communicated by the support team. If the above conditions are met, the Company will refund the amounts paid by bank transfer within 14 days from the date of recovery of the Trackers.

5.3. In the event of returning Trackers that do not comply with the return conditions (torn packaging, opened product, missing manual, etc.), the refund of the Tracker cannot be made, and the Company will send a notification email to the Customer. Only the Services and Subscriptions will be refunded.

## **Article 6 – Activation of Trackers**

6.1. The Weenect system associates the Tracker with a mobile GSM phone subscription subscribed by the Company, of which it is the sole holder.

6.2. The Tracker can only operate with the purchase by the Customer of a Subscription, the various plans of which are described on the Website. The account and identifiers assigned by the Company to the Customer are strictly personal and confidential. The Customer is solely responsible for the security of their storage and disclosure. The Company recommends that the Customer does not disclose these identifiers to any third party.

6.3. The Customer is informed that the activation times of the Service depend closely on the diligence of the mobile phone operators; therefore, the Company cannot guarantee a timeframe on this point.

6.4. The Customer receives, regardless of the Subscription chosen, in addition to the Tracker, a SIM card without an assigned phone number, allowing the transfer of data between the Tracker and the Company's computer servers. The SIM card given to the Customer is integrated into the Tracker and remains the property of the Company. The Customer is prohibited from copying, selling, transferring, renting, destroying, damaging, or using the SIM card in another device for the duration of the Subscription. The Tracker cannot function with any other SIM card than the one provided by the Company.

6.5. The SIM card will be suspended by the Company 30 days after the end of the Subscription if it is not renewed.

6.6. After 12 months of non-use, the SIM card is permanently deactivated, and the Tracker can no longer be used.

## **Article 7 – Commencement and Duration of the Subscription**

7.1. The Subscription takes effect on the day the Customer registers the Tracker on the Website, subject to the Company receiving the Subscription amount.

7.2. The Subscription includes:

7.2.1. Access to the Userspace for setting alerts and managing the Customer's account;

7.2.2. Three Megabytes of data transfer per month, theoretically allowing 20,000 positions per month. Beyond 3 Megabytes of consumption per month, the SIM card will be suspended for the remainder of the current month and reactivated the following month. This limit is applied by the Company to prevent fraudulent or abusive use of the SIM cards.

7.3. The Customer selects the desired Subscription when they activate their Tracker on the Website.

7.3.1. The "Monthly Subscription" is concluded for a period of one month from the activation of the Tracker. At the end of this one-month period, it is automatically renewed for an additional month. This automatic renewal can be canceled by the Customer at any time before the end of the current month, via the Website or the App, by clicking on the designated button.

7.3.2. The "1-year Subscription" is concluded for a period of 1 year from the activation of the Tracker. At the end of the 12 months, it is tacitly renewed. This tacit

renewal can be canceled by the Customer at any time before the end of the Subscription, from the Website or the App, by clicking on the dedicated button.

7.3.3. The "2-year Subscription" is concluded for a period of 2 years from the activation of the Tracker. At the end of the 2 years, it is tacitly renewed. This tacit renewal can be canceled by the Customer at any time before the end of the Subscription, from the Website or the App, by clicking on the dedicated button.

7.3.4. The "3-year Subscription" is concluded for a period of 3 years from the activation of the Tracker. At the end of the 3 years, it is tacitly renewed. This tacit renewal can be canceled by the Customer at any time before the end of the Subscription, from the Website or the App, by clicking on the dedicated button.

7.3.5. The "5-year Subscription" is concluded for a period of 5 years from the activation of the Tracker. At the end of the 5 years, it is tacitly renewed. This tacit renewal can be canceled by the Customer at any time before the end of the Subscription, from the Website or the App, by clicking on the dedicated button.

7.4. The Customer benefits from a 30-day "satisfied or refunded" period starting from the first day of the Subscription. During this 30-day period, the Customer can use their Tracker for less than three cumulative days and if unsatisfied, they can request a refund from the Company for the Subscription according to the modalities described in Article 5 of these General Terms and Conditions of Sale and Use. Beyond this 30-day period, no refund of the Subscription will be possible. If the Customer has used their Tracker for more than three cumulative days during this period, they will be considered "satisfied" and will not be able to request a refund for the Subscription. A day of use of the Tracker is considered as any day the Tracker has been connected to the Company's servers.

7.5. In case of payment failure, the Customer will have 30 days to rectify their situation. After this period, the Company will temporarily suspend the Tracker pending payment regularization. The Company reserves the right to initiate collection procedures in case of non-payment of the Subscription within the allotted time.

## **Article 8 – Optional Services – Commercial and Legal Warranties**

8.1. Optional Services: In addition to the Subscriptions, the Customer may choose optional Services listed on the Website without any obligation to purchase. The optional Services are valid for the entire duration of the Subscription and can be transferred to any Subscription renewal. They are independent of the Subscription, payable monthly with automatic monthly renewal.

8.2. Legal Warranty: The Customer has a two-year period from the delivery of the Tracker to implement the legal warranty of conformity in the event of the appearance

of a conformity defect. During this period, the Customer is only required to establish the existence of the conformity defect and not the date of its appearance.

The legal warranty is applicable to digital content or digital services throughout the planned supply period. During this period, the Customer is only required to establish the existence of the conformity defect affecting the digital content or digital service and not the date of its appearance.

The legal warranty of conformity requires the Company, if necessary, to provide all necessary updates to maintain the conformity of the Tracker. The legal warranty of conformity entitles the Customer to the repair or replacement of the Tracker within thirty days of their request, free of charge, according to the procedure indicated by the support team reachable by email at [help@weenect.com](mailto:help@weenect.com) and without major inconvenience to them.

If the Tracker is repaired under the legal warranty of conformity, the Customer benefits from a six-month extension of the initial warranty.

If the Customer requests the repair of the Tracker but the Company imposes a replacement, the legal warranty of conformity is renewed for a period of two years from the date of replacement of the Tracker.

The Customer can obtain a price reduction by keeping the Tracker or terminate the contract by getting a full refund in exchange for returning the product if:

- 1° The Company refuses to repair or replace the Tracker;
- 2° The repair or replacement of the Tracker occurs after a period of thirty days;
- 3° The repair or replacement of the Tracker causes major inconvenience to the Customer, particularly if the Customer permanently bears the costs of recovery or removal of the non-compliant Tracker or if they bear the costs of installing the repaired or replacement Tracker;
- 4° The non-conformity of the Tracker persists despite the seller's unsuccessful attempt to ensure conformity.

The Customer also has the right to a price reduction or to terminate the contract if the conformity defect is so severe that it justifies immediate price reduction or contract termination. The Customer is then not required to request the repair or replacement of the Tracker beforehand.

The Customer is not entitled to terminate the sale if the conformity defect is minor.

Any immobilization period of the Tracker for its repair or replacement suspends the warranty period remaining until the Tracker is delivered back in working order.

The Customer also benefits from the hidden defects warranty for a period of two years from the discovery of the defect. This warranty entitles the Customer to a price reduction if the Tracker is kept or a full refund in exchange for returning the Tracker.

### 8.3. Commercial Warranty:

8.3.1. The Trackers are guaranteed for two years by the manufacturer. After these two years, the Company guarantees the Weenect XS and Weenect XT Trackers for life if purchased and used within the European territory. This commercial warranty is applicable as long as the Customer has subscribed to a subscription for the Tracker without interruption since its purchase, is up-to-date with their payments, and has made normal use of the Tracker, excluding cases of breakage and loss covered by one of the optional Services mentioned in Article 8.1 above.

8.3.2. As part of an environmental approach, if the Customer activates the Lifetime Warranty for an initial Weenect XS or Weenect XT Tracker, the Company will repair it or send a reconditioned identical or equivalent Tracker within thirty days of receiving the initial Weenect XS or Weenect XT Tracker and after verification by its services of the state of the initial Tracker and the conditions for validating the commercial warranty. The Customer must first contact customer service to pay the return shipping costs of the defective Tracker and the reshipping costs of the repaired or replaced Tracker, which remain their responsibility in all cases. The Subscription will be extended free of charge for the entire duration of the deprivation of the defective Tracker.

8.3.3. In the event of returning a Tracker that does not meet the warranty implementation conditions, the Company will send a notification email to the Customer. Following this, the Company will replace the degraded Tracker upon receipt of the payment for the sale price of the replacement Tracker.

## **Article 9 – Customer Obligations – Payment – Late Payment**

9.1. The Customer agrees to comply with all the requirements related to the configuration and use of the Tracker and to refer to the user guide provided with the Tracker. The Customer will be solely responsible for any misconfiguration or misuse of the Tracker.

9.2. Under no circumstances should the Customer or those around them, including children, damage the physical, electromagnetic, and electronic integrity of the Tracker. The risk related to the possession and use of the Tracker is transferred to the Customer upon receipt of the Tracker, subject to manufacturing defects.

9.3. The Trackers are not intended to replace direct supervision.

9.4. The Customer agrees to use the WEENEKT KIDS product only with their own children if they are over five years old and to follow the usage advice provided in the user guide, such as placing the Tracker in the child's bag and/or using the protective pouch included in the Tracker's packaging as soon as possible. The Customer

agrees to use the WEENECT SILVER product only with consenting relatives and to follow the usage advice provided in the user guide, such as using the protective pouch included in the Tracker's packaging as soon as possible. The Customer agrees to use the WEENECT PETS, WEENECT DOGS 2, WEENECT CATS, WEENECT CATS 2, WEENECT XS, and WEENECT XT products only on their own animals and to follow the usage advice provided in the user guide.

9.5. The Customer agrees to receive their invoices only in electronic format; these will be made available in their Userspace. A paper invoice will be sent to the Customer upon simple request.

9.6. The Customer agrees to be up to date with their financial obligations to the Company in accordance with the Subscription rates available on the Website. The Customer agrees to regularly check their emails and the Userspace to be aware of any new messages and information from the Company.

9.7. The Company cannot be held responsible for a lack of information if the Customer has marked it as spam or unsubscribed from its mailing list.

9.8. The Company reserves the right to unilaterally modify the Subscription rates and/or any part of the GTC previously applicable to the Customer at the end of each contractual period. The Customer will have the option to accept or refuse these modifications. If they accept, the new rates and/or GTC will apply to the new contractual period.

9.9. Additionally, the Company reserves the right to suspend the Subscription and Services or to deactivate the Tracker in case of unresolved payment issues by the Customer.

## **Article 10 – Deactivation of the Customer Account**

10.1. The Customer's failure to comply with the obligations undertaken under the GTC, any payment incident for the price of an Order, actions contrary to morals and public order or to the reputation and image of the Company, or the provision of false information during the account creation may result in the suspension of access to the Company's Services and Subscriptions, or even the termination of their account and Subscriptions, depending on the severity of the actions in question, without the Customer being entitled to claim any damages or compensation of any kind from the Company. The Company reserves the right to refuse any Order from a Customer with whom there is such a dispute, even if they use a new account.

## **Article 11 – Company Obligations – Limitation of Liability**

11.1. The Company provides a service for the supply of Trackers, Subscriptions, and Services but is neither the designer nor the manufacturer of the Trackers.

Consequently, the Company cannot be held responsible for repairing any damages suffered by the Customer due to the use of the Tracker, including any damage not resulting exclusively and directly from a direct fault of the Company.

11.2. Due to the technological limitations of antennas and GPS satellite signals, the Company cannot guarantee that the GPS device will work 100% of the time. The Tracker, the App, or the SIM card may experience unexpected failures or network limitations.

11.3. The Customer confirms they understand the technological limitations and cannot hold the Company responsible for network limitations or GPS location malfunctions. Additionally, the Company is unable to provide any information other than the GPS location of the Tracker and cannot guarantee the identity of the person or animal carrying the Tracker.

11.4. The Customer acknowledges that the GSM network of mobile phone operators and the GPS network are being deployed, and it is possible that some areas of the Territory are not covered by these networks, potentially disrupting access to the service.

11.5. The Company undertakes to ensure the proper functioning of the Weenect system and to take the necessary measures to maintain the continuity and quality of the Services. It is expressly agreed that the operation of the Weenect Service is based on technologies developed and operated by third parties over whom the Company has no control (notably network coverage and the operation of the infrastructures of third-party providers of mobile phone communication services - GSM). Therefore, the Customer is duly informed that the Company performs its services under an obligation of means. Additionally, repairs or maintenance work on its computer servers and/or on the operators' networks may lead the Company to suspend the service without giving the right to compensation. As far as possible, the Company will inform the Customer in advance of any planned suspensions. Given the state of technology, the location service remains subject to the technical conditions of Coverage and access to GPS Coverage, requiring visibility of at least three satellites and an unobstructed view of the sky for the reception antenna. GPS location is generally not possible if the mobile security system is inside a building, a basement, a tunnel, or enclosed and covered space.

11.6. The Company's liability cannot be engaged when the Weenect Service or Tracker failure results from one of the following events:

11.6.1. Deficiency, insufficiency, or congestion of the GSM, GPRS, and GPS Coverage;

11.6.2. Failure, breakdown, alteration, or voluntary or involuntary degradation of the Tracker, a discharged battery, or an incident preventing its operation;

11.6.3. Malfunctions due to the placement of equipment in electromagnetic fields disrupting data transmissions or in covered places interfering with data transmission or reception or access to Coverage (GSM or GPS);

11.6.4. Work, interventions, or manipulations performed on the Tracker or the servers providing the Weenect Service;

11.6.5. Inaccuracy or lack of updates of the data provided by the Customer;

11.6.6. Events or malfunctions impacting the Company's services;

11.6.7. Disclosure of confidential information by the Customer to unauthorized persons;

11.6.8. Suspension of services due to non-payment by the Customer.

11.7. In this context, the Company is liable only for direct, personal, and certain damages related to the failure in question, expressly excluding any indirect damage or prejudice. It is expressly agreed between the Company and the Customer that indirect damages include those not directly and exclusively resulting from the Company's failure to meet a contractual obligation. In any case, the Company's liability for all Subscriptions cannot exceed the total amount (excluding tax) actually paid by the Customer to the Company over the past 12 months.

11.8. The Company cannot be held responsible for damage in the event of force majeure. Explicitly considered as force majeure by the Company and the Customer are irresistible, unforeseeable events beyond the Parties' control, including but not limited to fires, water damage, natural disasters, storms, lightning, strikes, floods, earthquakes, attacks, explosions, wars, pandemics, military operations, or civil disturbances, blockages of transportation or supply means, cessation of energy supply, any legislative or regulatory restriction on providing a Weenect Service, any decision by a public authority not attributable to the Company preventing the provision of a Weenect Service.

11.9. Additionally, the use of the Tracker does not in any way exempt the Customer from strict compliance with the legislation.

11.10. The Company cannot be held responsible for any data loss that may occur during the use of the Website or the App and/or the inability to access or use them.

11.11. Furthermore, the Website may contain links and promotional, commercial, or sponsorship visuals to third-party or independent service provider websites. The Company is not responsible for the content of these third parties or third-party websites, does not guarantee their accuracy, validity, quality, or integrity, particularly regarding transactions conducted directly between the Customer and a third-party seller or independent provider of the Company.

11.12. Likewise, the Company cannot assume the costs of connection and, generally, any communication costs induced by the Customer's access to the Website and its use.

11.13. Information regarding security updates:

The tracker software and the mobile app on iOS and Android may be updated, with prior notification to the Customer. These updates last a few minutes. They aim to enhance the tracker's and/or the app's functionalities or improve their security. The storage space required for updates is 50 KB for the tracker and 11.3 MB for the app (these figures may vary slightly from one version to another). They have negligible impacts on available storage space, RAM availability, or battery life.

## **Article 12 – Assistance**

12.1. The Company provides the Customer with a free online assistance service (excluding potential Internet connection costs) available on the Website in the form of a contact form.

12.2. In case of difficulty, the Customer can contact one of the assistance service advisors according to the modalities described above to find a solution to the encountered issue. Any claim, dispute, or refund request must, to be valid and considered, include supporting documents. The Company commits to responding to any claim, dispute, or refund request within 30 working days from the date of receipt.

## **Article 13 – Intellectual Property – Software – App**

13.1. The Company is the exclusive owner of the intellectual property rights related to the Trackers and the Weenect Services and Subscriptions. Weenect is a registered trademark owned by the Company. No provision of these GTC can be interpreted as transferring any intellectual property rights on this trademark to the Customer or any user.

13.2. The use of the software embedded in the Tracker or the App available on the Apple Store or Google Play is subject to the Customer's acceptance of the following conditions:

13.2.1. The Company grants the Customer a personal, limited, non-transferable, and non-exclusive right to use the Software and the App (hereinafter referred to as the "License") under the terms and conditions set forth below.

13.2.2. The License includes only the right to use the Software and the App (including its documentation) during the Subscription period subscribed to by the Customer.

13.2.3. The License does not include any transfer of ownership of the Software or the App or any of their elements (including the documentation) to the Customer.

13.2.4. The Customer agrees not to decompile, reproduce, translate, adapt, arrange, modify the Software or the App, including the associated documentation, even if such acts are necessary for the use of the Software or the App in accordance with their intended purpose.

13.2.5. The Customer may not make backup copies of the Software or the App and is prohibited from using the Software or the App in connection with any other product than the Tracker.

13.2.6. The Customer is prohibited from any act of assignment or redistribution or sub-licensing without the express, prior, written consent of the Company.

13.3. The Company may remotely update the software embedded in the Tracker.

13.4. In general, the Company reserves the right to modify, at its sole discretion, the technical specifications of the Tracker, the App, and the Weenect Services, as well as the communication technology used by the Company, at its own expense. Such a modification cannot be invoked as a reason for terminating these GTC by the Customer.

## **Article 14 – Data Protection – Privacy**

### **14.1. Data Controller**

HAREAU is the data controller responsible for the processing of the Customer's personal data.

DPO contact: [dpo@weenect.com](mailto:dpo@weenect.com) or postal mail to the registered office address with proof of identity.

### **14.2. Purposes and legal bases**

Data is processed for:

- the performance of the contract (orders, subscriptions, services and invoicing), on the basis of Article 6(1)(b) GDPR
- the improvement of services and support management, on the basis of legitimate interest under Article 6(1)(f) GDPR

- commercial communications, on the basis of consent under Article 6(1)(a) GDPR, revocable at any time
- legal and accounting obligations, on the basis of Article 6(1)(c) GDPR

#### 14.3. Location data

Location data is accessible in the Userspace for a rolling 30-day period, after which it is permanently deleted. Its use for purposes that would infringe upon privacy is prohibited.

#### 14.4. Retention periods

- Contractual data (identity, invoicing): duration of the contract + 5 years.
- Location data: rolling 30 days.
- Commercial prospecting: 3 years after the last contact or withdrawal of consent.
- Legal/accounting obligations: in accordance with applicable statutory periods.

#### 14.5. Recipients and transfers

Data may be transmitted to the Company's authorised internal departments, to technical subcontractors (hosting, payment) bound by confidentiality obligations compliant with the GDPR, and to competent authorities where required by law. In the event of a transfer outside the EEA, appropriate safeguards are implemented (standard contractual clauses or adequacy decisions). The Company does not sell its Customers' data.

#### 14.6. Rights of data subjects

The Customer has the following rights under the GDPR: access (Art. 15), rectification (Art. 16), erasure (Art. 17), restriction (Art. 18), portability (Art. 20), objection (Art. 21), withdrawal of consent (Art. 7(3)) and refusal of automated decision-making (Art. 22).

Exercise of rights: by email to [dpo@weenect.com](mailto:dpo@weenect.com) or by post to the Company's registered office, with proof of identity.

#### 14.7. Complaint to the CNIL

The Customer may lodge a complaint with the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés - CNIL) - 3 Place de Fontenay, 75334 Paris Cedex 07 - [www.cnil.fr](http://www.cnil.fr).

#### 14.8. Security

The Company implements appropriate technical and organisational measures to protect the data (Art. 32 GDPR). In the event of a breach presenting a high risk, the Customer will be informed without undue delay (Art. 34 GDPR).

## **Article 15 – Miscellaneous Provisions**

15.1. The fact that one of the Parties does not invoke a commitment by the other Party to one of the obligations referred to in these presents (or its breach) cannot be interpreted in the future as a waiver of the obligation in question (or to invoke the breach in question).

15.2. The Company reserves the right to subcontract all or part of the Services or to transfer its activity to a third party without such subcontracting or transfer requiring the prior agreement of the Customer, which the Customer expressly acknowledges.

15.3. List of eco-organizations to which the Company adheres as part of its EPR (Extended Producer Responsibility) obligations:

| Country     | Sector                                    | Organization/Register                              | ID                               |
|-------------|-------------------------------------------|----------------------------------------------------|----------------------------------|
| Germany     | Waste electrical and electronic equipment | stiftung elektro-altgeräte register (stiftung ear) | Reg.-Nr. DE 42105149             |
|             | Batteries                                 | stiftung elektro-altgeräte register (stiftung ear) | DE21155286                       |
|             | Packaging                                 | LUCID                                              | DE5683155081385                  |
| France      | Electrical and electronic equipment (EEE) | ADEME                                              | N° (IDU): FR007533_05INGU        |
|             | Batteries                                 | ADEME                                              | N° (IDU) : FR007533_06ZIN1       |
|             | Packaging                                 | ADEME                                              | N° (IDU) FR214688_01QONN         |
| Netherlands | Waste electrical and electronic equipment | Stichting Open                                     | Contract ID: CO00018497          |
|             | Batteries                                 | Stibat                                             | Stibat participant number: 41537 |
| Belgium     | Waste electrical and electronic equipment | Recupel                                            | Member number: 949151            |
|             | Batteries                                 | Bebat                                              | Participant number: 713201       |

## **Article 16 – Applicable Law and Jurisdiction**

The GTC are governed by the law of the country where the customer has their primary residence.

For Customers residing in a Member State of the European Union, In accordance with the provisions of European Directive 2025/2647 of 16 December 2025, after having contacted the Company without obtaining a satisfactory response, the Customer has the option to use, free of charge, a consumer mediation procedure provided by the European Consumer Centres Network of their country of residence, the list of which can be found below:

<https://commission.europa.eu/topics/consumers/consumer-rights-and->

complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net\_en

Following this amicable attempt by the parties to find a solution to any dispute that may arise regarding the interpretation or execution of these GTC, if it remains unsuccessful, any dispute related to the GTC will be submitted to the jurisdiction of the court of the Customer's domicile.

These GTC were updated on 13/05/2026.