

## TERMS AND CONDITIONS OF SALE AND USE OF WEENECT-HAREAU

### WHEREAS

Hareau SAS, a French simplified joint stock company (société par actions simplifiée), registered with the Paris Trade and Companies Registry under number 538 863 937, headquartered at 101 Rue de Sèvres in Paris (75272 Paris Cedex 06) and whose main establishment is located at 53 boulevard Martial Valin 75015 Paris and represented by its Chairman, whose address for service as such is said headquarters (the "Company"), sells on <https://www.weenect.com> and [my.weenect.com](https://my.weenect.com) and [userspace.weenect.com](https://userspace.weenect.com) websites (the "Website") the Weenect Kids and/or Weenect Pets and/or Weenect Dogs 2 and/or Weenect Cats and/or Weenect Cats 2 and/or Weenect Silver system, which consists in a GPS tracker (the "Tracker") that allows customers (the "Customer(s)"), provided that they have subscribed to one of the Weenect subscriptions (the "Subscription") to send information about the Tracker in real time and locate it using an Android or iOS app (the "App") for a telephone that has a continuous Internet connection (the "Smartphone"). The Company also offers the Customer optional services related to the Subscription (the "Services").

The aim of these terms and conditions of sale and use (the "TCS") and the documents to which they refer (particularly the "Store" section of the Website) is to define the respective rights and obligations of the Company and the Customers (the "Parties") with respect to the sale on its Website of the Trackers, Services and Subscriptions and their use by Customers. They constitute the only contractual provisions applicable between the Company and the Customer and exclude the application of any terms and conditions of purchase of the Customer, unless an exception is expressly made in writing and signed by the Parties.

The creation of an account on the Website therefore implies that the Customer has previously read these TCS and has understood and knowingly accepted them. Acceptance of the TCS is confirmed when the Customer checks the "I accept" related to those TCS.

### ARTICLE 1. ACCESSIBILITY OF THE WEBSITE AND SERVICES

- 1.1. The Website is open to all Internet users and, in principle, is accessible 24/7, except in case of a scheduled or unscheduled interruption by the Company or its service providers for maintenance purposes or in the event of force majeure. The Company may not be held liable for any damage, regardless of the nature thereof, 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, or that the Website will operate without failure or interruption. In this respect, it is free to determine any period during which the Website or its content is unavailable.
- 1.3. The Trackers, Subscriptions and Services will be accessible in the countries covered by the service which list evolves continuously and is available on the Website (the "Territory"). For logistical reasons, any subscriptions or orders outside the Territory may not be accepted by the Company.
- 1.4. By registering on the Website, the Customer represents and warrants to the Company that he/she is of legal age and legally competent to enter into contracts, resides in the Territory and accesses the Website from the Territory, and has the necessary skills, equipment and software to use an e-commerce website and to download the App onto his/her Smartphone.

### ARTICLE 2. REGISTRATION ON THE WEBSITE

- 2.1. To purchase Trackers, Services or Subscriptions, the Customer must first register on the Website.

- 2.2. The Customer's registration on the Website will be confirmed by the Company after verification of the standard form completed by the Customer. An email will be sent to the address indicated on the form confirming the Customer's registration.
- 2.3. The Customer must ensure that the information provided to the Company at the time of registration is complete and correct.
- 2.4. The Company may not be held liable for any data entry errors and the consequences thereof, particularly with respect to the Customer's shipping address.
- 2.5. The Customer's registration on the Website implies his/her acceptance of the TCS, regardless of any order of a Tracker, Service or Subscription (the "Order"). Notwithstanding proof to the contrary, the data recorded by the Company will constitute evidence of all transactions completed by the Customer.
- 2.6. Once the registration is confirmed, the Company will make a userspace available to the Customer on its Website (the "Userspace") where the customer can check his/her account settings and access the Tracker activation, a summary of current Services and Subscriptions and a list of bills. The Customer agrees to provide the Company with accurate information (address and bank details) and to inform the Company of any change to such information as quickly as possible.
- 2.7. The Customer agrees to indicate his/her contact details (first name, last name, Customer number) to the Company in all correspondence to facilitate the authentication and processing of his/her requests. Incomplete requests cannot be accepted or processed by the Company.

### **ARTICLE 3. PURCHASE OF PRODUCTS - PAYMENT - SHIPPING**

- 3.1. Trackers, Services and Subscriptions are available for purchase on the Website.
- 3.2. Prior to any purchase, Customers must ensure that their telephone is compatible with the technical specifications of the Weenect system and, in particular that their Smartphone is compatible with the App. They can check this by downloading the app.
- 3.3. The Company may not be held liable for the purchase of a Tracker by a Customer whose Smartphone or equipment is not compatible.
- 3.4. The prices of the Trackers, Services and Subscriptions, as well as the costs of delivery, are those that regularly appear on the Site. Prices for the trackers include VAT.
- 3.5. Prices of Trackers, Services and Subscriptions and shipping costs are subject to change at any time; however, such changes will not affect Orders confirmed by the Customer prior to the price change. An email notification will be sent to the Customer for his/her approval in case of a price change or a change to the TCS.
- 3.6. Customers may select as many Products as they wish, which will be added to the digital basket (the "Basket").
- 3.7. The Basket shows a summary of the Trackers, Services and Subscriptions chosen by the Customer, as well as shipping costs applicable to the Order. Customers may make changes to the Basket before confirming their Order. Confirmation of the Order implies the Customer's acceptance of the price of the Trackers, Services and Subscriptions and shipping costs. An Order confirmation will be sent by the Company to the email address provided by the Customer at the time of registration on the Website.
- 3.8. Payment of Trackers, Services and Subscriptions (the "Payment") must be made via one of the payment interfaces available on the Website. Payment of the 1-year and 3-year subscriptions is made in 1 instalment at the beginning of the commitment period. Upon receipt of the Payment, the Company will send the Customer an Order confirmation. If the Payment is not received by the Company within five business days, the Order, the shipment of the Trackers (the "Shipment") and the Services will be cancelled. An Order cancellation

notification due to non-Payment will be sent by the Company to the email address provided by the Customer at the time of registration on the Website.

3.9. The Company will complete the Shipment of the Trackers within 1 business day of receipt of the Payment except if one of the trackers ordered is under pre-order process; in this case the order will be shipped once the pre-order process close (this date is shown on the product page).

3.10. The Company will complete the Delivery of the Trackers within 3 business days after the shipment for France, 5 business days for Europe and 10 business days for the rest of the world.

3.11. The countries that are covered by the delivery are the ones available in the order process of the Website.

#### **ARTICLE 4. AVAILABILITY OF TRACKERS - LOSS – THEFT**

4.1. Trackers are available for as long as they are advertised on the Website and in stock.

4.2. If one or more Trackers are unavailable after the Order is placed, the Customer will be notified by email. The Order amount will be recalculated and a refund will be issued to the Customer for any missing Trackers. In this case, the Company may not be held liable for any harm sustained by the Customer or for any damages.

4.3. In case of loss or theft of the Tracker after shipment, the Customer agrees to inform the Company immediately through a letter sent by certified mail along with a copy of the police report. The Company will then suspend the line (GSM telephone subscription) used for the Customer's Tracker as quickly as possible.

4.4. Upon receipt of payment of the sale price of the new or replacement Tracker, which will be billed to the Customer at its sale price prior to shipment, the Company will replace the Tracker and activate a new GSM line. The replacement can be free if the Customer has subscribed to the Warranty that covers replacement fees.

4.5. The Company may not be held liable for the consequences of a false statement, or a statement made by a third party who has stolen the Customer's identity.

#### **ARTICLE 5. WITHDRAWAL – RETURN**

5.1. In accordance with Articles L.121-20 et seq. of the French Consumer Code and the regulations applicable to distance selling of products and services, non-professional Customers have a 30-day right of withdrawal from the date of receipt of the Tracker. If this period ends on a Saturday, Sunday, holiday or non-working day, it is extended to the next business day.

5.2. The Customer may exercise their right of withdrawal by mail. They must first contact the support team by sending an email to the address [family@weenect.com](mailto:family@weenect.com). They must then return the Trackers to the Company at their own expense and in their original condition (accessories, instructions, original packaging and packing) in accordance with the conditions given to them by the support team. If the aforementioned conditions are met, the Company will issue the Customer a refund in the form of a bank transfer for the amounts paid by them, within 14 days of the reception of the tracker.

#### **WITHDRAWAL FORM TEMPLATE**

To WEENECT customer service

SAS Hareau  
101 rue de Sèvres  
75272 Paris Cedex 6  
France  
[family@help.weenect.com](mailto:family@help.weenect.com):

"I inform you of my decision to withdraw from the sale contract of the cat/dog/silver/kid GPS tracker (\*) whose IMEI is xxx (\*) /from subscription xxx (\*), ordered on xxx / delivered on xxx:

Customer name: xxx

Customer address: xx

Signature of the customer (only in case of notification of this form on paper):

Date: xx"

(\*) Remove unnecessary fields.

5.3. If returned Trackers do not comply with the return conditions (damaged packaging, open Product, missing instructions, etc.), a refund may not be issued for the Tracker and the Company will send the Customer a notification email. Only the Services and Subscriptions will be refunded.

## **ARTICLE 6. TRACKER ACTIVATION**

6.1. The Weenect system links the Tracker to a GSM mobile telephone subscription purchased and held solely by the Company.

6.2. The Tracker works only if the Customer purchases a SUBSCRIPTION as described on the Website. Before using the Tracker, the Customer must activate it on the Website within 30 full days of receipt of the Tracker(s). If activation does not occur within this period, the Tracker, Services and Subscriptions can no longer be used or accessed by the Customer, who must then contact the Company's customer service department to have it reactivated free of charge. The account and login details assigned by the Company to the Customer are strictly personal and confidential. The Customer is solely responsible for ensuring their protection. The Company advises the Customer not to disclose such login details to any third party.

6.3. The Customer is informed that Service activation times depend largely on the procedures of mobile telephone operators. Consequently, the Company cannot guarantee the activation time.

6.4. In addition to the Tracker and regardless of the Subscription plan chosen, the Customer will receive a SIM card which has no telephone number assigned to it and allows the transfer of data between the Tracker and the Company's servers. The SIM card sent to the Customer remains the property of the Company. The Customer is prohibited from copying, selling, assigning, renting, destroying, damaging or using the SIM card in another device during the entire Subscription period. The Tracker cannot work with another SIM card than the one provided by Weenect.

6.5. The SIM card will be suspended by the Company 30 days after the end of the Subscription period.

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

## **ARTICLE 7. SUBSCRIPTION EFFECTIVE DATE AND PERIOD**

7.1. The SUBSCRIPTION comes into force on the day the Customer registers the Tracker on the Website, subject to the Company receiving the price of the Tracker and the SUBSCRIPTION.

7.2. The SUBSCRIPTION includes:

7.2.1. Access to the Customer Area for configuring and managing alerts and the Customer account;

7.2.2. 3 MB of data transfer per month which, in theory, gives a right to 20,000 locations per month. Over 3 MB of data use 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 protect against fraudulent use or misuse of the SIM cards.

7.3. The Customer selects the desired SUBSCRIPTION plan at the time of activating their Tracker on the Website.

7.4. The "1-year" subscriptions are valid for one year from the date the Tracker is activated. This is automatically renewed at the end of the 1-year period. This automatic renewal can be cancelled up until one month before the end of the one-year Subscription, from your personal space at <https://my.weenect.com>, by clicking on the dedicated button.

7.5. The "3-year" subscriptions are valid for three years from the date the Tracker is activated. This is automatically renewed at the end of the 3-year period. This automatic renewal can be cancelled up until one month before the end of the two-year Subscription, from your personal space at <https://my.weenect.com>, by clicking on the dedicated button.

7.6. The "freedom/no obligation" Subscriptions are valid for an initial period of three months from the date the Tracker is activated. At the end of this initial period, there is an automatic renewal of one month. This automatic renewal can be cancelled up until 48 hours before the end of the current month, from your personal space at <https://my.weenect.com>, by clicking on the dedicated button. If a subscription is cancelled and then renewed, the Customer will be committed to a new initial period of 3 months from the date of the renewal.

7.7. The customer benefits from a 30-day "money-back" period which begins on the first day of the subscription. If the Customer is not satisfied with their tracker during this 30-day period, provided they use it for a total of less than three days, they can request the company Hareau to reimburse their subscription in accordance with the terms described in article 5 of these Terms and Conditions of Sale. Beyond this 30-day period, no refund of the subscription will be possible. If the Customer has used their Tracker for more than 3 cumulative days during this period, they will be considered "satisfied" and will not be able to request reimbursement of the subscription. Each day on which this Tracker has been connected to Weenect's servers is considered to be a day of use of the Tracker.

7.8. In the event of payment failure, the Customer will have 30 days to rectify the situation. After this period, Weenect will temporarily suspend the use of the Tracker until payment is up to date. Weenect reserves the right to initiate a procedure for recovery of subscription payments not made within the specified time limits.

## ARTICLE 8. OPTIONAL SERVICES – WARRANTIES

8.1. In addition to Subscriptions, the Customer may choose, with no obligation to purchase, the optional Services listed on the Website, including:

8.1.1. Entry of five alert contacts for emails and, if the SMS Package option is chosen, text messages.

8.1.2. Receipt of Alerts by Smartphone notifications, emails or text messages if the option is enabled.

8.1.3. The "SOS call" option, limited to 10 minutes per month, allows a call to be made by the Trackers WEENECT SILVER and KIDS, from the App to the number entered in the Customer Area.

8.1.4. The Trackers are guaranteed for 2 years by the manufacturer. This guarantee is applicable in the event that the Tracker fails, provided this is not caused by it being dropped or broken, or by improper use, and as long as the Customer is the holder of a Subscription and payments are up to date. The warranty is extended by 6 months if the Tracer is repaired within the two years of the legal conformity warranty.

8.1.5. The optional "Multi-Risk Warranty" extends the manufacturer's warranty to also cover the loss or breakage of the tracker. The tracker replacement is done without conditions. The return delivery fees are paid by the Customer. The Option can only be subscribed at the Tracker registration or if the Tracker is still working at the time of Option subscription (a date of connection coming after the date of subscription will be asked to prove this fact). After 3 replacements the Option will be deactivated by Weenect (Customer won't pay the Option fee anymore).

8.1.6. The "SMS" option which gives the Customer a credit of 40 monthly SMS

8.1.7. The Optional Services and SMS packs are valid for the duration of the Subscription and can be carried over to any Subscription renewal. They are independent of the Subscription, payable monthly, with automatic monthly renewal.

8.2. The stipulations of these TCS are valid without prejudice to legal guarantees, and in particular to the guarantee against hidden defects referred to in articles L217-4 and following of the French Consumer Code and L1641 and following of the French Civil Code.

- Articles 217-4 of the Consumer Code: "The seller is obliged to deliver goods in conformity with the contract and is liable for defects of conformity existing on delivery. The seller is also liable for any non-conformity resulting from the packaging, the assembly instructions or the setting up when this is part of their responsibility under the contract or was carried out under their responsibility."

- Articles 217-5 of the Consumer Code: "To be in conformity with the contract, the product must: (1) Be suitable for the use customary of similar goods and, if applicable:

- correspond to the description given by the seller and possess the qualities presented to the buyer in the form of a sample or a model;

- present the qualities which a buyer can legitimately expect in view of the public declarations made by the seller, the producer or their representative, particularly in advertising or labelling;

(2) Either have the characteristics defined by mutual agreement by the parties or is suitable for any special purpose sought by the buyer, made known to the seller and which the latter has accepted."

- Article L217-6 of the Consumer Code: "The seller is not bound by the public statements of the producer or their representative if it is established that the Seller did not know them and was legitimately not in a position to do so."

- Article L217-7: "Any non-conformity which appears within a period of twenty-four months from the delivery of the goods is presumed to exist at the time of delivery, unless proven otherwise. For second-hand goods sold, this period is set at six months. The seller can challenge this presumption if it is not compatible with the nature of the goods or the non-conformity claimed.

- Article L217-8 of the Consumer Code: "The buyer is entitled to demand that the goods conform to the contract. However, they cannot dispute the conformity by claiming a defect which they knew of or which could not be ignored when they contracted. The same applies when the origin of the defect is in the materials which they themselves supplied."

- Article L217-9 of the Consumer Code: "In the event of a non-conformity, the buyer chooses between repair and replacement of the goods. However, the seller is permitted to not act according to the buyer's choice if this choice results in a manifestly disproportionate cost compared to the alternative option, taking into account the value of the item or the significance of the defect. In this case the seller is required to proceed according to the method not chosen by the buyer, unless this is impossible."

- Article L217-10 of the Consumer Code: "If the repair and replacement of the item is impossible, the buyer can return the item and have the price refunded, or keep the item and have part of the price refunded. The buyer has the same option:

(1) If the solution requested, proposed or agreed pursuant to Article L. L217-9 cannot be implemented within one month of the buyer's complaint;

(2) Or if this solution cannot be without major inconvenience for the buyer given the nature of the item and the use sought. The sale cannot be annulled, however, if the non-conformity is minor".

- Article L217-11 of the Consumer Code: "The application of the provisions in Articles L. L217-9 and L217-10 takes place at no cost to the buyer. These same provisions do not preclude the award of damages".
- Articles L217-12 of the Consumer Code: "Any action resulting from the non-conformity lapses two years from the delivery of the goods."
  
- Article L217-13 of the Consumer Code: "The provisions of this section do not deprive the buyer of the right to bring an action resulting from latent defects as stated in articles 1641 to 1649 of the civil code or any other action of a contractual or extracontractual nature recognized by law."
  
- Article 1641 of the Civil Code: "The seller is bound by the guarantee against hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use to the extent that the buyer would not have acquired it, or would have paid a lower price had the defects been known."
  
- Article 1642 of the Civil Code "The seller is not liable for apparent defects of which the buyer manages to convince themselves exist."
  
- Article 1643 of the Civil Code: "They are liable for hidden defects, even if they could not have known them, except in the case where they have stipulated that they will not be bound by any guarantee."
  
- Article 1644 of the Civil Code: "In the case of articles 1641 and 1643, the buyer has the choice to return the item and have the price refunded, or to keep the item and have part of the price refunded."
  
- Article 1645 of the Civil Code: "If the seller was aware of the defects in the item, they are responsible for all damages for the buyer, in addition to refunding the price received."
  
- Article 1646 of the Civil Code: "If the seller was unaware of the defects in the item, they will only be responsible for refunding the price, and to reimburse the buyer for the costs incurred by the sale."
  
- Article 1647 of the Civil Code: "If the item with defects has perished as a result of its poor quality, the seller must bear the loss, and is responsible to the buyer for the restitution of the price and the other compensation explained in the two previous articles. But any loss that occurs due to unforeseeable circumstances will be borne by the buyer.».
  
- Article 1648 of the Civil Code: "Any action resulting from latent defects must be brought by the buyer within two years from the discovery of the defect. In the case provided for by article 1642-1, the action must be brought, under penalty of debarment, within one year from the date on which the seller can be released from responsibility for apparent defects or apparent non-conformity. "

## **ARTICLE 9. CUSTOMER'S OBLIGATIONS – PAYMENT – LATE PAYMENT**

9.1. The Customer agrees to follow all instructions 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 the improper use or configuration of the Tracker.

9.2. Under no circumstances may the Customer damage or allow those close to him/her or his/her children to damage the physical, electromagnetic and electronic integrity of the Tracker. Responsibility for the risks related to owning and using the Tracker is transferred to the Customer upon his/her receipt of the Tracker, barring a manufacturing defect.

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

9.4. The Customer agrees to use the Weenect Kids product only on his/her own children if they are five years of age or older and to follow the recommendations for use provided in the user guide, particularly to: place the Tracker in the child's bag and/or use the protective pouch included in the Tracker's packaging as soon as possible. The Customer agrees to use the Weenect Silver only on his/her relatives if they agree and to respect the recommended conditions of use such as the use of the protection pouch whenever possible. The Customer agrees



to use the Weenect Pets and/or Weenect Dogs 2 and/or Weenect Cats 2 and/or Weenect Cats products only on his/her own pets and to follow the recommendations for use provided in the user guide.

9.5. In the event that the Company sends the Customer a new Tracker, at the Customer's request, as a replacement for an original defective Tracker, the Company will send the second Tracker after receiving the original Tracker and verifying the Tracker's condition and the terms of the manufacturer's warranty. The Customer must first contact the customer service department to obtain a return authorization number. The exchange will be made at no cost to the Customer subject to validation of the warranty terms by the Company.

9.6. If returned Trackers do not comply with the return conditions (damaged packaging, missing instructions, etc.) or if the Tracker has been damaged by the Customer or those close to him/her, the Tracker will not be replaced free of charge and the Company will send the Customer a notification email. Upon receipt of payment of the sale price of the new replacement Tracker, which will be billed to the Customer prior to shipment, the Company will then replace the damaged Tracker.

9.7. The Customer agrees to receive only paperless invoices, which will be made available in his/her Customer Area. A paper invoice will be sent to the Customer upon request.

9.8. The Customer agrees to remain up-to-date with his/her financial obligations towards the Company, based on the prices available on the Website. The Customer agrees to check his/her email and the Customer Area regularly in order to receive all new messages and information from the Company.

9.9. The Company cannot be held responsible for a lack of information if the Customer has himself/herself declared it as spam or has unsubscribed from their mailing list.

9.10. The Company reserves the right to unilaterally change the Subscription price and/or any or all of the TCS previously applicable to the Customer at the end of each contract period. The Customer will have the option to accept or refuse such changes. If the Customer accepts them, the new prices and/or TCS will apply to the new contract period.

9.11. Moreover, the Company reserves the right to suspend the Subscription and the Services or to deactivate the Tracker in case of a payment incident not resolved by the Customer.

#### **ARTICLE 10. CUSTOMER ACCOUNT DEACTIVATION**

The Customer's failure to fulfil the obligations assumed under the TCS, any payment incident related to the price of an Order, actions contrary to morality and public order or harmful to the Company's reputation and image, and the provision of false information at the time of account creation may result in the suspension of access to the Company's Services and subscriptions, and even the cancellation of the Customer's account and subscriptions depending on the severity of the actions in question, without the possibility of damages or compensation of any kind being claimed against the Company. The Company reserves the right to refuse any order from a Customer with whom such a dispute exists, even if the Customer uses a new account.

#### **ARTICLE 11. COMPANY'S OBLIGATIONS - LIMITATION OF LIABILITY**

11.1. The Company supplies Trackers, Subscriptions and Services, but is in no way the designer or manufacturer of the Trackers. Consequently, the Company may under no circumstances be required to pay compensation for any harm sustained by the Customer related to the use of the Tracker, including any harm that does not result exclusively and directly from an error on the part of the Company.

11.2. Because of the technological limits on antennas and GPS satellite signals, the Company cannot guarantee that the GPS device will work 100% of the time. Cell towers and satellite-based GPS links may experience downtime, interruptions and dead spots. The Tracker, the App or the SIM card may be subject to unexpected malfunctions or network limitations.

11.3. The Customer confirms that he/she understands the limits of the technology and may not hold the Company liable for network limitations or GPS tracking problems. In addition, the Company cannot provide



information other than the Tracker's GPS location and cannot guarantee the identity of the person to whom the Tracker is attached.

11.4. The Customer declares that he/she is aware that, given that the GSM/GPRS network of mobile telephone operators and the GPS network are in the process of being rolled out, some parts of the country may not be covered by these networks and access to service there may be disrupted. If the Customer is located in an area that is not continually or permanently covered by the network, thereby making the Services inapplicable, he/she must contact the Company's customer service department as quickly as possible to obtain a refund of the Tracker and to have the subscription cancelled.

11.5. The Company agrees to ensure the proper operation 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 with which the Company has no means of intervention (including network coverage and operation of the infrastructures of third parties that provide mobile telephone communication service - GSM). The Customer is therefore informed that the Company provides its services based on a best-efforts obligation. Furthermore, repairs or maintenance work on its servers and/or on operators' networks may require the Company to suspend the service, yet without giving a right to any compensation. Wherever possible, the Company will inform the Customer in advance of planned suspensions. Based on the current state of technology, tracking service is subject to the technical conditions of Coverage and access to GPS Coverage, i.e. the view of at least three satellites, and clear sky exposure of the receiving antenna, or the provision by the telecom operator of a location (cell ID). GPS tracking is generally not possible if the mobile security system is in a building, basement, tunnel or an enclosed covered space. GPS tracking by the operator (Cell ID tracking) is subject to the existence of GSM coverage.

11.6. The Company may not be held liable when the failure of the Weenect Service or the Tracker results from one of the following events:

11.6.1. Failure, inadequacy or congestion of GSM, GPRS and GPS Coverage;

11.6.2. Voluntary or involuntary failure, malfunction, alteration or degradation of the Tracker, battery that is dead or damaged in a way that prevents its operation;

11.6.3. Problems resulting from placing the equipment in electromagnetic fields that interfere with data transmission or in covered spaces that interfere with data transmission or reception or access to Coverage (GSM or GPS);

11.6.4. Work, service or operations performed on the Tracker or the servers used to provide the Weenect Service;

11.6.5. Inaccurate or out-of-date information provided by the Customer;

11.6.6. Events or problems that impact the Company's services;

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

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

11.7. In this respect, the Company is responsible only for direct, personal and certain damage related to the failure in question, at the exclusion of any compensation for indirect damage and/or harm. The Company and the Customer expressly agree that damage not resulting directly and exclusively from the Company's breach of a contractual obligation is considered indirect damage. In any case, the Company's liability for all subscriptions may not exceed the total sums (excluding VAT) actually paid by the Customer to the Company over the last 12 months.

11.8. The company cannot be held responsible for damage in the event of force majeure. The Company and the Customer expressly consider cases of force majeure to be the events held by the jurisprudence of the French courts and tribunals as being compelling, unpredictable and outside the will of the Parties as well as in particular the following events: fires, water damage, natural disasters, storms, lightning, strikes, floods, earthquakes, attacks, explosions, wars, pandemics, military operations or civil unrest, blockages of transport or resource

supply, cessation of the energy supply, any legislative or regulatory restriction on the provision of a WEENECT Service, any decision of a public authority not attributable to the Company and preventing the provision of a WEENECT Service.

11.9. Moreover, use of the Tracker may under no circumstances exempt the Customer from strictly complying with legislation.

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

11.11. In addition, the Website may contain advertising, promotional, commercial or sponsorship links and visual elements that direct the user to websites of third parties or independent service providers. The Company is not responsible for the contents of said third parties or third-party websites and does not guarantee their accuracy, validity, quality or integrity, particularly as regards transactions carried out directly between the Customer and a third-party reseller or service provider not affiliated with the Company.

11.12. Moreover, the Company cannot assume connection costs and, in general, any communication costs resulting from access to the Website and its use by the Customer.

## **ARTICLE 12. ASSISTANCE**

12.1. The Company offers Customers free online assistance (excluding possible Internet connection costs) on the Website via a contact form.

12.2. In case of a problem, the Customer may find a solution by contacting a customer service representative as described above. In order to be valid and taken into consideration, any complaint, dispute or refund request must be accompanied by receipts. The Company agrees to respond to any complaint, dispute or refund request within 30 business days of the date of receipt.

## **ARTICLE 13. INTELLECTUAL PROPERTY – SOFTWARE – APP**

13.1. The Company is the exclusive holder of the intellectual property rights to Weenect's Trackers, Services and Subscriptions. "Weenect" is a registered trademark owned by the Company. No provision of these TCS may be construed as a transfer of any kind of an intellectual property right to this trademark to the Customer or any user.

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

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

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

13.2.3. The License does not include the transfer of ownership of the Software, 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, reconfigure or modify the Software, the App or the related documentation, even if such actions are necessary to allow the Software or App to be used according to their intended purpose.

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

13.2.6. The Customer is prohibited from any transfer, redistribution or sublicensing without the Company's express prior written approval.

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

13.4. In general, the Company reserves the right to change, at its sole discretion, the technical specifications of the Tracker, the App and the Weenect Service, as well as the communication technology used for the Weenect Service, at its own expense. The Customer may not cite such a change as grounds for cancellation of these TCS.

#### **ARTICLE 14. INFORMATION TECHNOLOGY AND FREEDOM - PROTECTION OF PRIVACY**

14.1. The Customer's information is the subject of two declarations and a commitment of compliance sent to the CNIL:

14.1.1. Declaration no. 1621514 for the Customer's personal information

14.1.2. Declaration no. 1621521 concerning information related to GPS tracking

14.2. Customers may access tracking information in their Customer Area. Tracking information older than thirty days is permanently deleted.

14.3. In accordance with Articles 39 et seq. of the French Data Protection Act (law no. 78-17) of January 6, 1978, any person may obtain information concerning him/her and, where applicable, have such information corrected or deleted by mailing a letter, along with proof of identity, to the following address: HAREAU SAS / WEENECT, Informatique et Libertés, 101 rue de Sèvres, 75006 Paris, France.

14.4. It is prohibited to use data from Trackers, Subscriptions and Services for applications likely to infringe respect of privacy as described by the CNIL ([www.cnil.fr](http://www.cnil.fr)).

14.5. The Company draws the Customer's attention to the fact that the data collected must be adequate, relevant, and not excessive in relation to the purposes for which they are recorded and that these data must be kept only for a period that does not exceed that necessary for the purposes for which they are used.

14.6. The Weenect Data Protection Officer (DPO) can be contacted at [dpo@weenect.com](mailto:dpo@weenect.com)

#### **ARTICLE 15. OTHER PROVISIONS**

15.1. The fact that either Party does not claim the benefit of a commitment by the other Party to fulfill any of the obligations stipulated herein (or does not act on a breach) may not be construed in the future as a waiver of such obligation (or of its right to act on such breach).

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

15.3. The unique identifier (IDU) FR007533\_05INGU attesting the registration in the register of manufacturers in the EEE sector, in application of the article L.541-10-13 of the Environmental Code, has been assigned by ADEME to Hareau. This identifier certifies Hareau's conformity with regard to its obligation to be registered in the register of French manufacturers of Electrical and Electronic Equipment and the realization of its declarations of placing the products in the market with Ecosystem.

15.4. The unique identifier of Hareau assigned by ADEME to Hareau for the "Responsabilité Élargie du Producteur" (REP) (i.e. "Extended responsibility of the manufacturer") for the sector of packaging is FR214688\_01QONN

#### **ARTICLE 16. APPLICABLE LAW AND COMPETENT COURTS**

The TCS are governed by French law.

Any dispute related to the TCS will be subject to the sole jurisdiction of the competent Paris court.

After a written approach by the Customer to the Company to find a solution to any dispute between them, relating to the interpretation or execution of these TCS that has remained unsuccessful, the Customer may choose to resort to the consumer mediator of the e-commerce to which the Company belongs: FEVAD, 60 rue la Boétie 75008 Paris

Failing this, any dispute relating to the GCS will be subject to the jurisdiction of the District Court of the Customer's place of residence.

These TCS were updated on August 10, 2022.