

END USER LICENCE AGREEMENT



SHIRUDO

V.4

29 February 2020



1. Legal information

SOKIEN BY GREEN IT ADDICT (hereinafter "SOKIEN") is a limited liability company ("société à responsabilité limitée") whose head office is situated 30 Cité de Pruney 38420 Le Versoud (France), registered in the Grenoble Corporate and Trade Register under No. 531 400 125. The company has a registered capital of €13,000. SIRET ID No.: 53140012500039

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SOKIEN is the proprietor of IT security training software called Shirudo.

2. Definitions

The terms defined below shall have the following meaning in relations between the parties:

- "paying subscription": means the conditions of a customer's access to the services in return for payment of a fee for a defined period of time;
- "mobile application": the term mobile application or app means the Shirudo software available on the Apple Store and Play Store platforms via which the user can access the Shirudo services from their smartphone or their mobile tablet;
- "customer": means the natural person or legal entity which has taken out a paying subscription to the Shirudo software;
- "account": means a virtual area in the form of web pages dedicated to the user;
- "content": used in the singular or plural form, means all the materials (text, images, videos/photos) published on the application by SOKIEN, but also the contents published under the customer's sole responsibility, SOKIEN being merely a hosting service for this published content;
- "positive double-click": the click is the electronic expression of "yes", or acceptance. The click expresses the user's agreement and a second click expresses confirmation of the user's agreement;
- "user area": means a virtual area in the form of web pages dedicated to the user via tabs;
- "application manager": a person duly authorized by the customer who can monitor the user's progress when using the application;
- "software": IT security training application presented in the form of a game so as to collect and analyse the responses, and obtain and then share results;
- "party": in the singular means either SOKIEN or the customer, and in the plural SOKIEN and the customer together;



- "services": collectively means the portal accessible at the address <https://adminportal.shirudo.eu>, and the Shirudo application accessible at the address <https://game.shirudo.eu>. The services are supplied as is and as available;
- "portal": software in Saas mode including IT security training functionalities referred to by the trade name Shirudo, available online at the address <https://game.shirudo.eu>.

3. Scope

This document defines the conditions of access to and use of the Shirudo software services and the respective rights and obligations of SOKIEN, the customer and the users of the proposed services available either online on the portal or via the mobile application.

4. Licence

SOKIEN grants a personal right, non-exclusive and non-transferable, to:

- access the portal and use the software in Saas mode;
- install the software via the mobile application on a smartphone or tablet.

5. Documents

The contractual documents are, by decreasing order of priority:

- the present general conditions of use and licensing;
- the documents and policies circulated by SOKIEN on its website;
- where appropriate, the specific conditions for certain proposed services.

In case of discrepancies between documents of different types or ranks, it is explicitly agreed between the parties that the stipulations contained in the higher-ranked document will prevail for obligations for which the interpretation is disputed. In the event of any contradiction between the terms of documents of the same order, the most recent dated documents shall prevail over the others.

Despite the contract interpretation rules defined in the French Code of Civil Law, rank criteria will be applied according to the following principles:

- obligation by obligation;
- or, failing that, paragraph by paragraph;
- or, failing that, article by article.

The present general conditions of use and licensing shall prevail over those of the customer and/or any user.



6. Acceptance of the general conditions of use and licensing

The customer and the users state that they have obtained from SOKIEN all the necessary information regarding the proposed services and that they accept the present general conditions without reservations.

The acceptance of these general conditions entails acceptance by the customer and user of all the documents referred to in the "Documents" Article of the presents and which they may examine on the SOKIEN website before accepting the presents.

The customer and the users state that:

- they have examined the conditions in which the Shirudo application operates;
- they have all the necessary technical expertise to access the application and use it normally in accordance with the present general conditions;
- they have ensured compliance with the necessary prerequisites.

These general conditions are accepted as follows:

- by the user: when creating their account, the user recognizes and accepts the fact that their commitment does not require a handwritten or electronic signature: acceptance of the present general conditions is implemented via the double-click mechanism; and
- by the customer: by signing and initialling said general conditions when signing a subscription plan.

7. Enforceability

The customer and the users can only receive the services proposed to them provided that they accept the present general conditions of use and licensing.

They are legally enforceable as of their acceptance under the conditions provided for in the previous article: "Acceptance of the general conditions of use and licensing".

SOKIEN reserves the right to make any amendments to these general conditions that it considers necessary and useful.

It shall inform the customer and the users of the existence and coming into effect of new general conditions by email and by a notification on the application, within a period of fifteen days before the new general conditions come into effect.

The user informed under the conditions indicated above may accept the new general conditions at their first login after the new version of the general conditions comes into effect or, if they refuse the new general conditions, they may close the account without prior notice. The user will remain liable for any use of their account prior to the closing of said account.



The customer can accept the new general conditions by initialling and signing them and returning a signed copy of the new version of the general conditions to SOKIEN. If they refuse the new general conditions, they may terminate their subscription.

The general conditions appearing online on the portal prevail over any printed version of an earlier date.

The customer and the users may access the general conditions directly on the "Terms of Use" page.

The general conditions of use and licensing are applicable throughout the period of use of the service, i.e. from activation of the licence for use of the Shirudo application until the termination of said licence.

8. Registration process

The customer must first provide SOKIEN with the necessary information to use the application.

Online registration will be performed by SOKIEN.

The customer is informed that a refusal to disclose certain information defined as being mandatory during the registration process will make it impossible for them to use the services.

SOKIEN sends a confirmation email to the customer, which may then use the portal and/or download the mobile application.

9. Duration - Coming into effect

The presents shall take effect, for the planned duration of the subscription, from the time of sending the confirmation email to the customer, subject to acceptance of the presents.

10. Prerequisites for use of the application

10.1 Technical prerequisites

To allow access to the services, the customer and/or the user shall:

- have internet access and/or a 3G or 4G connection.

10.2 Telecommunication and network links

The customer shall deal personally with the telecommunication facilities necessary for access to the application by subscribing to the appropriate subscription service with an internet service provider.

It is incumbent on the customer to be equipped, at their own expense, with:

- the telecom links needed for data transmission and receipt of data flows via the internet;
- all the telecom facilities related to this purpose (wifi network, Bluetooth, etc.).



10.3 Equipment recommendations

The customer shall, at their own expense, acquire all the equipment needed to ensure connection to the internet or mobile network.

The customer agrees to comply with SOKIEN's recommendations relating to the equipment and devices (for telecommunications in particular) needed to use the application.

SOKIEN may, where applicable and at the customer's request, carry out an audit of the user's installations to assess the appropriateness of these installations for the equipment recommendations and, if necessary, propose changes or upgrades to comply with the prerequisites. This technical audit will be covered by an additional invoice.

11. Access to the application

11.1 Identification

Subject to payments corresponding to the chosen subscription, SOKIEN shall grant the customer a right to use the services for each user, and the creation of a database containing all the data corresponding to implementation of the services subscribed to by the customer.

For this purpose, each user shall have an identifier and a password enabling them to access the Shirudo services, which may either:

- be provided by SOKIEN;
- be provided by the SOKIEN distributor; or
- be generated directly by the customer.

Identification of the user by means of the identifier and password irrefutably entails attribution to said user of the operations performed using said password and said identifier.

The identification and password provided for the user are confidential, unique and personal. The user alone is responsible for their use.

The user undertakes as an absolute obligation to keep secret the password and identifier which have been delivered to them.

SOKIEN authorizes a single connection at a time for each identifier and password.

In the event of the loss or theft of a password, the user shall inform SOKIEN or the SOKIEN distributor of this immediately by phone or email and shall confirm said loss or theft by registered letter with acknowledgement of receipt.

SOKIEN reserves the right to organize all necessary verifications to protect against the sharing of identifiers.



11.2 Use of the application

SOKIEN undertakes to make the application available seven days a week (7/7) round-the-clock (24/24).

SOKIEN nevertheless reserves the right to fully or partially restrict access to the application during scheduled works.

Insofar as possible, SOKIEN shall endeavour not to make the application unavailable for an excessive length of time.

11.3 Application upgrading

SOKIEN reserves the right to upgrade the application with a view to improving its services.

In general, SOKIEN reserves the right to take and implement any technical decision designed to improve the services, provided that it ensure their continuity and upward compatibility.

11.4 Application stoppage

In the event of scheduled maintenance operations on the application, SOKIEN shall endeavour to inform the customer and the user by email, at least 48 hours before the planned date of those operations, and shall endeavour not to make access to the application unavailable for an excessive period of time.

SOKIEN shall not be liable for the damages of any kind which might result from a temporary unavailability of all or part of the application.

11.5 Suspension

In the event of a failure of the customer and/or the user to fulfil their obligations, SOKIEN reserves the right to duly suspend access to the application without prior notice.

Access to the application will be suspended for the time needed to perform verifications.

11.6 Proof

The electronic records stored in SOKIEN's information systems in reasonable conditions of security will be considered as proof of communication and sending of the various information transmitted by SOKIEN to the user and/or the customer.

The various documents shall be archived on a reliable and durable medium.

In case of discrepancies between SOKIEN's electronic records and any document on a written medium or an electronic file of the user and/or the customer, it is explicitly agreed between the parties that SOKIEN's electronic records shall prevail over the documents of the user and/or the customer and will alone be accepted as proof.



12. Financial conditions

As consideration for the rights to use the application granted by virtue of the presents, the customer shall pay to SOKIEN a fee for use in accordance with the subscription taken out and the procedures described in SOKIEN's general conditions of sale.

13. Technical assistance - Support

SOKIEN will make its best efforts to provide an application available to all users in the best conditions.

However, SOKIEN cannot guarantee absolute technical compatibility of the application that it proposes, because its satisfactory operation depends on the software and hardware compatibility of the equipment used.

Therefore, SOKIEN shall make available to the customer a support service designed to provide all the necessary information for use of the proposed services on the application and to receive any complaints.

If a customer were to have problems in accessing and/or using one of the functionalities proposed by the application, they may therefore contact customer service at any time by means of the online form.

13.1 Support operation procedures

Only the distributors or users nominated by the end customer may open support tickets via the administration portal or by email.

The customer will therefore have to designate the users who could call on technical support.

The support operation procedures differ depending on whether the application has been subscribed to with SOKIEN or a distributor.

Option 1: application acquired from a distributor

The conditions will be those stipulated by the distributor.

Option 2: application acquired from SOKIEN

Support will be provided by SOKIEN from Monday to Friday (excluding legal holidays) during working hours in mainland France, from 9.00 am to 12.00 midday and from 2.00 pm to 6.00 pm.

Requests for support shall be sent to the following email address: assistance-shirudo@sokien.com.



The customer handling times and correction times are shown in an appendix to the presents.

SOKIEN will be relieved of any obligation of correction or solution to the problem and any liability pertaining thereto in the event of an application anomaly caused by:

- an operating error;
- failure to comply with the recommendations given within the framework of support;
- work performed on the application by a third party not authorized by SOKIEN;
- a non-inherent event, in particular an anomaly or an interruption in operation of the hardware and operating software environment, electrical damage, an abnormal power outage, or a communication network failure;
- the use of hardware or software not compatible with the application;
- use of the application in a hardware and software environment other than those recommended by SOKIEN, as described in the documentation.

14. Obligations of SOKIEN

14.1 Quality of the application

SOKIEN endeavours to provide a quality application and to allow users to use it in the best possible conditions.

Given the nature and complexity of the internet network, and in particular its technical performance and response times to consult, query or transfer information data, SOKIEN makes its best efforts, in accordance with best practice rules, to allow access to and use of the application. SOKIEN cannot, indeed, ensure the absolute accessibility or availability of the portal allowing access to the application.

SOKIEN may not be held liable for the satisfactory operation of the user's IT equipment and their access to the internet.

14.2 Maintenance and updating

SOKIEN makes its best efforts to provide users with a high-performing application. It undertakes to employ the appropriate means to maintain the application's functionalities in optimal operating conditions.

SOKIEN reserves the right, without prior notice or compensation, to temporarily close the portal or access to the application, notably to perform updating, maintenance operations, modifications or changes in operating methods and functionalities, this list being non-exhaustive.

SOKIEN shall not be liable for the damages of any kind which might result from these changes and/or a temporary unavailability of the application or its related services.

SOKIEN reserves the right to add to or modify, at any time, the application and the services available thereon according to technological changes, and shall inform the users by all means.



14.3 Security

SOKIEN makes its best efforts, in accordance with best practice rules, to ensure the application's security in light of the risk incurred and the nature of the data handled.

The application's server infrastructure is updated regularly with the latest security measures. The infrastructure is supervised and monitored in real time. Security tests are carried out regularly by third parties to be assured of up-to-date security.

15. Hosting and data backup

SOKIEN uses the service provider OVH SAS, 2 rue Kellermann - 59100 Roubaix – France for hosting and data backup.

At each operation, the application and the data are replicated on a secondary server. The data are saved each day.

16. Obligations of the customer and the user

16.1 Correct use

The user is liable for the use of the application and for their actions on the application.

The user agrees to use the application loyally, in compliance with the present general conditions, acting in a manner compatible with the application and in accordance with the legislation and regulations in force, with public order, with morality and with third parties' rights.

In particular, the user shall refrain from:

- Any illegal behaviour or behaviour constituting fraud with regard to SOKIEN, the other users or third parties.
- Deleting or modifying data contained on the application which have not been published by themselves, or fraudulently inserting data or even making an alteration to the application's operation. They shall in particular make sure not to introduce a virus, malicious code or any other technology harmful to the application or to the services it proposes.
- Accessing or remaining, fraudulently, in all or part of the application. They agree not to use a method of access other than the application made available by SOKIEN. If such a method is discovered or if the user inadvertently enters a reserved area, without the right to do so, they undertake to immediately inform SOKIEN of this by an email sent to the address contact@sokien.com so that the latter may take the necessary measures. The user agrees to consider that all the data of which they obtain knowledge during such access to an unauthorized area are confidential data and, as a consequence, agrees not to disclose them.
- Collecting in any way information on the other users, whether manually or automatically, in particular email addresses, without their consent, notably with a view to sending unsolicited promotional emails (spams) or hoaxes.



- Imitating any person or entity, wrongly claiming an affiliation with a person or entity, or access to the Shirudo accounts of others without permission, counterfeiting a signature or digital identity of another person, distorting the source, identity or content of the information transmitted via Shirudo or performing any similar fraudulent activity.
- Using the application if they are not legally competent to do so.
- Removing, circumventing, disabling, damaging or else interfering with the security-related functionalities of the Shirudo application or the user's content.
- Performing reverse engineering, decompiling, disassembling or else trying to discover the source code or any other integral part of the Shirudo application, except if and only to the extent that this type of activity is explicitly permitted by the existing laws.
- Modifying, adapting, translating or creating derivative works based on the Shirudo application or any integral part of it, except if and only to the extent that this type of activity is explicitly permitted by the existing laws.
- Using any robot, spider or other automatic means to access the Shirudo application for any purpose, or evading any measure that SOKIEN might use to prevent or restrict access to the application.
- Interfering with or disturbing the portal, the servers or networks connected to the portal, or disobeying any requirement, procedures, policies or regulations of connected networks.
- Performing any operation designed to saturate a page, rebound operations or any operation having the effect of obstructing or distorting the application's operation.
- Committing an action which would impose a disproportionate load on the application's infrastructure.

In general, the customer agrees to report to SOKIEN, via the distributor or the expert users (called "application managers" in the administration portal), any application failure that they might have detected.

16.2 Security

The Shirudo application is a data processing system.

The customer shall take all appropriate measures to ensure their own security, notably through management of the identifiers and passwords that they shall keep confidential, and to protect their own data and/or software from contamination by any virus on the internet.

To protect the security of data and of access to the application, and in particular to protect their privacy, integrity, availability and traceability, the customer agrees to take all useful precautions, and in particular to take the following measures:

- Adopt a security policy covering access to the application and the data;
- Ensure the security of the work stations and equipment from which their personnel, and anyone authorized by them, can access the application and the data;



- Closely control clearances, identification, authentication and access control for their personnel, the users and anyone they have authorized to access the application, the data and the access traces and operations performed on the application and the data;
- Supervise the use of strong authentication methods by the persons authorized to access the data;
- Raise the personnel's awareness and train it in the security of information systems and data;
- Manage incidents occurring in its scope of activity by immediately reporting them to SOKIEN.

SOKIEN reserves the right, at any time, and at most once each calendar year, to perform, or have performed at its own expense, an audit in the customer's enterprise, in order to check that they ensure the security of access to the application and the data in accordance with the provisions of these general conditions and with best practice rules. The customer shall be informed of the audit's performance, its scope and the identity of the auditors at least eight calendar days before the start of the audit.

The customer also agrees to:

- cooperate with SOKIEN;
- check the results provided before any implementation.

16.3 Quality of the content published by users

The user agrees not to use the application in infringement, whether intentional or not, of any national or international laws or regulations in force and any legal deed or any other rules that are legally binding.

The contents published by the user must not be contrary to the legal and/or regulatory provisions in force, nor to the stipulations of the presents.

Moreover, the user must not infringe the rights of third parties, nor be liable to harm the image of the application, the services or SOKIEN.

The user agrees in particular not to publish contents that are:

- unrelated to the purpose of the application, incomplete or not reflecting its spirit;
- contrary to the moral and/or material interests of SOKIEN;
- contrary to the laws and regulations in force;
- slanderous, insulting, inappropriate, offensive, obscene, misleading, false, aggressive, threatening, vulgar, denigrating, malicious, libellous, indecent, or harming the image or the reputation of a brand or of any natural person or legal entity in any way.

In particular, without this list being exhaustive, contents that:

- are hateful, racist, xenophobic, paedophilic, homophobic, revisionist or damaging the honour or reputation of others, threatening a person or a group of persons;
- encourage discrimination, insult, hatred or violence with regard to a person or a group of persons notably because of their origins, their belonging or not to an ethnic group, a nation, a race or a given religion, their disability, their sexual preferences, or any other difference;
- justify or negate or call into question war crimes or crimes against humanity;
- are contrary to the public order or morality;
- encourage violence, especially violence with regard to women;
- encourage child pornography in any way;



- in any way encourage, support, disseminate or spread rumours and/or violate the privacy of correspondence;
- harm minors, or the rights and the protection of children or adolescents;
- encourage suicide or violent acts against others;
- encourage mistreatment of and/or attacks on individuals or animals;
- contain terms, statements and/or images liable to undermine respect for persons or their dignity;
- contain terms, statements and/or images encouraging the commission of crimes and offences such as the trade in and consumption of prohibited substances, prostitution, etc.;
- are liable to reveal religious or political beliefs;
- are designed to divert the use made of the application and the services for purposes of propaganda or proselytism.

The user also guarantees that the contents that they publish:

- do not infringe the intellectual property rights of third parties, a sign, company name or domain name;
- do not infringe the personality rights, the personal privacy of persons and/or their rights to their image and/or ownership of goods and/or the provisions relating to the protection of third-party personal data and/or competition law, and/or consumer law (in particular unfair commercial practices, regulated advertising and practices, and price cutting announcements).

The user also guarantees that the published contents belong to them or that they have obtained all the necessary and sufficient authorizations to publish them on the application.

In general, the user is invited to show discernment and caution regarding the contents that they publish and agrees to take the utmost care with the published contents.

17. Liability

SOKIEN is a hosting service provider, within the meaning of the French Govt. Act for confidence in the digital economy No. 2004-575 of 21-6-2004, for the contents published by the users.

As such, it is not bound by a general obligation of supervision. It is subject to no obligation to supervise, moderate or check the contents posted online by users on the application. It does not contribute directly to the published contents.

In accordance with the legislation in force, SOKIEN may not see its civil liability involved as a result of the activities, contents or information stored by a user, except if SOKIEN were to have been duly notified of the existence of unlawful content in accordance with the article on "Reporting of unlawful content" and had not acted promptly to remove it.

The user recognizes and accepts the fact that the contents that it publishes are liable to undergo an ex-post audit by SOKIEN, on the basis of objective assessment criteria.



SOKIEN may not be held liable for the violation of the presents by a user, nor by their acts on the application, whether or not they constitute a fault.

18. Reporting unlawful content

SOKIEN undertakes to react when it has been informed of clearly unlawful content in accordance with the provisions of French Govt. Act 2004-575 of 21-6-2004 relating to confidence in the digital economy, or reported using the contact form appearing on the application. It shall then take the measures it considers most appropriate for the situation.

Any notice of unlawful content on the application shall mandatorily indicate the following information in accordance with Article 6-I-5 of French Govt. Act 2004-575 of 21 June 2004:

- the date of notification;
- if the informant is a natural person: their names, first names, occupation, place of residence, nationality, and date and place of birth;
- if the informant is a legal entity: its form, corporate name, head office address and the body that legally represents it;
- the names and places of residence of the recipient or, in the case of a legal entity, their corporate name and head office address;
- the description of the litigious acts and their precise location (with a copy of the precise URL address of the content);
- the reasons why the content should be removed, including reference to the legal provisions and evidence of the facts;
- a copy of the correspondence sent to the author or publisher of the litigious information or activity requesting that it be suspended, removed or modified, or proof that the author or publisher could not be contacted.

SOKIEN may not be held liable because of the audit that it implements following such notification and therefore cannot guarantee that said audit is free of errors, nor guarantee its completeness, accuracy, or exhaustiveness.

SOKIEN reserves the right to delete immediately, without delay and with no compensation of any kind, any content not complying with the presents and of which it has been informed under the conditions provided for in the present article, notably in the case of unlawful objects and activities.

19. Licence to use the application

Subject to compliance with the present general conditions and with the subscription plan that is chosen by the customer, SOKIEN hereby grants to its customers and the users a right to access and use the application in the whole world. This right is non-transferable and non-exclusive, and may not be sub-licensed.

It is a right of use granted exclusively under the conditions determined by the subscription plan subscribed to, notably for the number of users.



This right of use is valid solely for use of the application's functionalities and for use by the customer and the user of the results of processing operations.

Any use not explicitly authorized by SOKIEN under the presents shall be illegal, in accordance with the provisions of Article L.122-6 of the French Intellectual Property Code.

Accordingly, it is prohibited, in particular, to carry out:

- any representation, dissemination or distribution of the application and the user documentation, whether on a paying basis or free of charge, and in particular any networking;
- any form of use of the application and the user documentation, in any way, for the purposes of design, production, dissemination or marketing of similar, equivalent or substitute services and/or applications, and similar, equivalent or substitute user documentation;
- the adaptation, modification, transformation and/or arrangement of the application and the user documentation, for whatsoever reason, even to correct errors;
- any direct or indirect transcription of the application and the user documentation, and any translation into other languages;
- any use for processing not authorized by SOKIEN;
- any alteration to or evasion of the protective code such as, in particular, access codes or identifiers.

20. Intellectual property

20.1 SOKIEN's items

The presents entail no transfer to the customer and/or the user, in any way, of intellectual property rights on the items belonging to SOKIEN.

The content of the application, the general structure and marks, designs, models, animated or non-animated images, texts, photographs, logos, graphic charters, software and programs, search engines, databases, sounds, videos, domain names, the styling, the expertise of SOKIEN and all the other items forming the application or any other information, without this list being exhaustive, are the exclusive property of SOKIEN or partners or third parties which have granted it a licence, and are protected by intellectual property rights to them which are or will be recognized in accordance with existing law.

Any reproduction and/or representation of one of these items in full or in part, without the explicit authorization of SOKIEN, is prohibited and would constitute a counterfeit punished by the provisions of the Intellectual Property Code.

As a consequence, the customer and the user shall refrain from any behaviour or act liable to infringe SOKIEN's intellectual property rights, whether directly or not.

20.2 Third-party items

Items belonging to third parties, such as marks, designs, models, images, texts, photos and logos, without this list being exhaustive, are the exclusive property of their author and are accordingly protected by the intellectual property rights to them which are recognized by the legislation in force.



The customer and the user agree not to infringe, directly or indirectly, the property rights of third parties, parts of which are present on the application, and agree not to exploit, in any way, the names, marks, logos, software, information, databases and any documents which are disclosed to them, generally, for the execution of the presents.

They agree to respect all the rights of third parties, parts of which are present on the application, and agree not to encourage any analogy in the public's mind for whatsoever purpose.

20.3 Items published by the user and/or the customer

Some of the items belonging to the user and/or the customer such as marks, designs, models, images, texts, photos and logos, without this list being exhaustive, are their exclusive property and are accordingly protected by the intellectual property rights to said items which are recognized by the legislation in force.

The user and/or the customer shall guarantee to SOKIEN that they own all the rights related to said items.

The user and/or the customer shall guarantee SOKIEN against all actions, claims, demands or notice of opposition on the part of anyone citing a right of any kind to the published items.

In such cases, the compensation and expenses of any kind paid by SOKIEN to ensure its defence, including counselling fees, and any damages that might possibly be pronounced against it, shall be reimbursed by the user and/or the customer.

The user and/or the customer shall insofar as necessary grant SOKIEN a right to use the contents that it publishes on the application, which are its exclusive property and which are protected by intellectual property rights which are or will be recognized for them in accordance with existing law.

This right of use includes the right for SOKIEN to reproduce, represent, adapt, translate, digitize and use the items, on any known or future communication medium within the framework of the application.

This right of use is transferable. It is granted to SOKIEN free of charge for the whole world and for the period of accessibility of the contents online.

The user and/or the customer agree that SOKIEN may carry out the operations of reformatting, change of size, definition, or coding of the contents that they publish in order to allow them to be displayed more effectively, and waive the right to take any action in the event of a change made by SOKIEN to said contents.

SOKIEN also reserves the right to access, read, protect, disclose or delete any item if it is considered that it is necessary to:



- apply the present general conditions, including enquiries into potential violations of said conditions;
- detect, prevent or solve technical, security or fraud problems (including, without limitation, the filtering of spams);
- reply to users' queries;
- protect the rights, the property or the security of the Shirudo application.

21. Ownership of the results and consulting of scores

21.1. Ownership of the results

The results of all kinds coming from use of the application shall belong exclusively to the customer, with no exceptions or reserves.

However, the customer:

- agrees to use exclusively on their own account the results generated by the application, and not to sell the main results on to third parties;
- agrees not to publish in a scientific or economic review all or part of the results except with explicit prior authorization from SOKIEN; if publication is authorized, it shall indicate the source of the results.

21.2. Consulting of scores

The application allows the user to know the scores of the other anonymized users for the sole purpose of evaluating their own performance compared with other users.

The customer may also consult training progress in the administration portal.

The customer may appoint application managers, clearly identified by an identifier and a password, who will monitor the users' progress.

22. Compensation and liability

In the event of misuse of the application by the user and/or the customer which might thus make SOKIEN liable to claims, demands, legal action, costs, damages and expenses, including, in particular, lawyers' fees and out-of-court settlements, SOKIEN can maintain or enter into legal action against the customer responsible for the user activities giving rise to the legal action, notably because of:

- inappropriate use of the Shirudo application;
- any infringement of a third party's rights due to materials published by the user;
- any allegation or claim;
- any other violation of the present general conditions.



In the event of legal action and financial measures, SOKIEN will not hesitate to use all the prerogatives in its power in order to instigate third-party proceedings against the malicious user giving rise to the legal action.

23. Limitation of liability

23.1 In the framework of use of the Shirudo application

The Shirudo application is used at the sole risk of the customer and the user.

SOKIEN accepts no liability for:

- any error, fault or inaccuracy in the content of the Shirudo application;
- any damage or prejudice, of any kind, resulting from access to and use of the Shirudo application;
- any bug, virus, Trojan horse or other malware which might be transmitted to or by the Shirudo application;
- any action by a third party, and/or any error or omission of any content or any loss or damage of any kind occurring following the use of any content posted via the Shirudo application.

SOKIEN is not accountable, does not approve, nor guarantee, nor accept liability for any product or service published or offered by a third party with a hypertext link or presented in any banner or other advertising material.

23.2 In the event of damage following use of the Shirudo application

The customer agrees not to hold SOKIEN liable for any loss or damage, either direct or indirect, incurred following use of the Shirudo application, and in particular:

- errors, faults or inaccuracies in the content;
- personal prejudice or damage of any kind resulting from use of the Shirudo application;
- any interruption or ceasing of transmission from or to the Shirudo application;
- any bug, virus, Trojan horse or other malware which might be transmitted to or by the Shirudo application via a third party.

24. Counterfeiting guarantee

SOKIEN will pay for all damages to which the customer might be sentenced by a definitive court decision based exclusively on the demonstration of counterfeiting.

This commitment is subject to the following explicit conditions:

- The customer must have given notice promptly, in writing, of the legal action for counterfeiting or the declaration that preceded such action;



- SOKIEN must have been able to ensure the defence of its own interests and those of the customer, and for this purpose, the customer must have cooperated loyally with said defence by providing all the evidence, information and assistance needed to carry out such defence.

25. Prejudice

By mutual arrangement, the parties agree that SOKIEN may be liable only for the consequences of direct damage and that compensation for indirect damage is excluded.

The following are considered as indirect damage: losses of data, time, profit, revenues and profit margins, and losses of orders, customers, operations, income, commercial activities, or else damage to the brand image, expected earnings and third-party action.

SOKIEN's liability shall, by mutual agreement, be limited to the amounts actually paid by the customer for the twelve (12) months of subscription immediately preceding the cited violation.

26. Service analysis

SOKIEN may compile statistical data and other information related to the performance, operation and use of the services, and use them for security and operations management, to create statistical analyses and do research for the purpose of developing the Shirudo application.

27. Personal data

SOKIEN practises a personal data protection policy whose characteristics are explained in the document entitled "Privacy policy" available on the website page which can be accessed at the address <http://www.shirudo.eu>.

28. Cookies

During a visit to the SHIRUDO website, a cookie is installed in the website visitor's terminal subject to the choices and options resulting from the settings of their browsing software. Cookies are data used by a server to send status information to a net surfer's browser, and by that browser to send status information back to the source server.

Status information could, for example, be a session login, a language, a date of expiry, a reply field, etc.

With cookies, throughout the period of validity of the cookie concerned it is possible to store status information when a browser accesses the various pages of a website, or when said browser subsequently returns to that website.

Information relating to the use of cookies by the site, their management and their removal by the user, are described in detail in the "Cookies policy" available on the website page which can be accessed at the address <http://www.shirudo.eu>.



29. Links

29.1 Links to the application

It is prohibited for users to install a link to the SHIRUDO website without the explicit prior authorization of SOKIEN.

Such an authorization may in no case be considered as an implicit affiliation agreement.

In all cases, links to the website must be removed immediately at SOKIEN's request.

SOKIEN reserves the right to install on its website links to access web pages other than those of the application.

With a few exceptions, users are formally informed that the websites which they may access via these links do not belong to SOKIEN.

SOKIEN may not be held liable for access by users via the links installed on the SOKIEN website pointing to other resources present on the internet, nor for the information provided on those websites when the link is activated.

29.2 Links to third-party websites

The user is authorized to insert links to third-party websites within its contents on the application.

In this case, the user agrees to ensure that these links refer only to websites for which the content and the publications appearing therein comply with the stipulations regarding the quality of content as listed in the presents, and indemnifies SOKIEN in this respect, in particular against any recourse by any third party as a result of such a link.

In general, the user is invited to show discernment and caution regarding the links that they insert in their contents on the application.

30. Termination

SOKIEN reserves the right to duly terminate the subscription to the application after sending a registered letter with acknowledgement of receipt to the customer in the following circumstances:

- in cases of insolvency, bankruptcy, winding up, receivership or court-ordered liquidation or winding-up of the customer;
- in the event of a failure by the customer to comply with its obligations under the subscription to the application, such as the non-payment of invoices, violation of laws, regulations or customs when accessing the application, unless the customer have corrected this failure within a period of fifteen (15) days after receiving the registered letter with acknowledgement of receipt from SOKIEN.



In the event of early termination of the subscription by the customer or a compliance failure by the customer entailing termination of the subscription, all the sums of money scheduled until the end of the subscription shall be due to SOKIEN, without prejudice to any damages which SOKIEN might claim.

In the event of expiry or termination for whatsoever reason, the customer will no longer be authorized to use the application, and will no longer have access to the data and other documents related to the application.

Accordingly, the customer should ensure that they have the necessary backup copies.

31. Transfer

In the event of a transfer of ownership or change of control of SOKIEN, SOKIEN reserves the right to transfer the customer's rights and obligations to any other company by informing them with a minimum of one month's prior notice.

32. Confidentiality

The information transmitted or collected by SOKIEN during the use of the application is considered confidential by nature and covered by professional secrecy, and shall not be disclosed to any outside entity, apart from some exceptions related to the provisions of the European General Data Protection Regulation and all the legislation pertaining thereto.

33. Insurance

SOKIEN certifies that it has taken out an insurance policy with an insurance company known to be solvent and established in France for all the financial consequences of its professional liability insurance, in tort and/or contractual, due to personal injury, material or immaterial, caused to the user and any third party during execution of the presents.

34. General stipulations

34.1 Force majeure

Article 1218 of the French Code of Civil Law defines force majeure as follows: "*There is force majeure in contractual matters when an event beyond the control of the obligor, which could not be reasonably foreseen at the time of signing the contract and the effects of which cannot be avoided by appropriate measures, prevents the obligor from fulfilling their obligation*".

If the impediment is temporary, fulfilment of the obligation shall be suspended unless the resulting delay justifies termination of the contract. If the impediment is permanent, the contract shall be duly



terminated and the parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Code of Civil Law.

34.2 Trade references

SOKIEN may mention the customer's name as a trade reference in accordance with customary commercial practice.

34.3 Good faith

The parties agree to perform their obligations in perfect good faith.

34.4 Sincerity

The parties declare that the present commitments are sincere.

Accordingly, they declare that, to their knowledge, they have no information which, if it had been disclosed, would have changed the consent of the other party.

34.5 Titles

In the event of difficulties of interpretation resulting from a contradiction between any of the titles appearing at the head of the clauses and any of the clauses, the titles shall be declared non-existent.

34.6 Invalidity

If one or more stipulations of the present general conditions are considered invalid or declared as such pursuant to a law or regulation or following a final ruling by a competent court, the other stipulations shall retain all their force and scope.

34.7 Tolerance

The parties mutually agree that the fact of one of the parties tolerating a situation does not have the effect of granting the other party acquired rights. Moreover, such a tolerance may not be interpreted as a waiver of the claim to the rights in question.

34.8 Admissible evidence

The acceptance of the general conditions electronically shall have, between the parties, the same probative value as an agreement on a paper medium.



The electronic records stored in information systems in reasonable conditions of security shall be considered as evidence of the communications that have taken place between the parties.

The contractual documents shall be archived on a reliable and durable medium that can be produced as evidence.

34.9 Reconciliation

In the event of a difficulty of any kind and before any legal proceedings, each of the parties agrees to appoint a person from their company, of "Senior Management" level.

These persons shall meet on the initiative of the more diligent party within eight days after receiving the letter requesting a reconciliation meeting.

The agenda shall be set by the party which takes the initiative of reconciliation.

The decisions, if they are reached by mutual agreement, shall have contractual validity.

This clause is legally independent of the present Contract. It shall continue to apply notwithstanding any nullity, cancellation, termination or extinction of the present contractual relations.

34.10 Applicable law

These general conditions are governed by French law.

This applies for the rules of substance and rules of form, irrespective of the places in which the essential or accessory obligations are performed .

34.11 Revision of the general conditions of use and licensing

The present general conditions of use and licensing may be amended and/or supplemented by SOKIEN at any time. In that case, the new version shall be posted online by SOKIEN as soon as it is web posted, and the new version of the general conditions of use shall automatically apply to all users and customers.

35. Appendices

Appendix 1: SLA

Last updated on 29/02/2020.