

General Terms & Conditions of Use SEER-CS

Preamble

These general terms and conditions of use (hereinafter the "**GCU**") apply to the services offered by SEER-CS, a simplified joint stock company with capital of €141,000 €, registered in the Trade and Companies Register of Le Havre under no. 934 097 833, having its registered office at 88 Rue de Belfort, 76620 Le Havre,, France (hereinafter "**SEER-CS**") as part of the provision of the software solution called "SEER-CS" (hereinafter the "**Software**") accessible via the Internet site www.seer-cs.com (hereinafter the "**Site**").

The present GCU are accessible at any time by a direct link at the bottom of the Site page.

The present preamble forms an integral part of the GCU.

Article 1 – Definitions

Capitalized terms in the GTC, whether used in the singular or plural, have the meanings set forth below.

"**Account**" refers to the Client's account on the Site, enabling him/her to access the Service and Solutions using his/her Steam login details;

"**Client**" refers to any natural person who has an Account enabling them to access the Service on their computer, tablet or smartphone as part of their subscription to the Software and the user license granted by SEER-CS;

"**Service**" refers to the online provision of the Software by SEER-CS to the Client, enabling the use of the Solutions by the Client;

"**Solutions**" refers to the operational functions of the Software listed on the Site and/or in the GCU and made available to the Client as part of the Service;

"**User**" refers to either the Client or the Visitor.

"**Visitor**" refers to any Internet user accessing the Site who does not have an Account enabling access to the Software.

Article 2 – Purpose

The purpose of these GCU is to define the rights and obligations of the Visitor and the Client in the context of the use of the Site and/or the Software and Solutions on the Site.

In particular, they are intended to define the conditions under which the Client may access the content of the Site and the Software.

Software functionalities are detailed on the Site.

Article 3 – Access to the Site

The Site is accessible to all Visitors and Clients, provided they have an Internet connection.

The Site is accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond the control of SEER-CS, and subject to any breakdowns and maintenance operations necessary for the proper functioning of the Site. Maintenance work may be carried out without prior notice to the Client.

Equipment (computers, telephones, software, telecommunication means, etc.) enabling access to the Site are the sole responsibility of the Visitor or Client, as are any telecommunication costs incurred by their use.

Article 4 – Acceptance of the GCU

Access to and use of the Site is subject to acceptance of and compliance with these GCU.

When creating an Account, the Client must carefully read and expressly accept the GCU and the Site's privacy policy (hereinafter the "**Privacy Policy**"). Acceptance of the GCU is complete and indivisible, and the Client may not choose to have only part of the GCU applied or express any reservations.

Article 5 – Creating a Client Account

The creation of an Account is free of charge.

An Account is required to take out a subscription to the Software on the Site, in accordance with the Site's general terms and conditions of sale.

Client authentication on the Site is performed via the Client's Steam account. However, the Clients must enter and validate their email address when creating their Account. They must also enter their first name, last name and postal address when subscribing to the Software, so that the corresponding invoice can be issued.

The Client must enter accurate, up-to-date and complete information during the registration and subscription to the Software procedures. SEER-CS cannot be held responsible for any erroneous or fraudulent information communicated by the Client on the Site.

Clients must maintain the confidentiality and security of their Account and therefore of their Steam login details. Clients are prohibited from disclosing their Steam login details to any third party for the purpose of accessing the Site. The Clients shall immediately notify SEER-CS if they believe that their Steam login details have been lost, stolen, misappropriated or otherwise compromised, or in the event of any actual or suspected unauthorized use of the Account. The Clients are responsible for all activities conducted with the Account, unless they have not authorized such activities and have not otherwise been negligent (for example, by failing to report unauthorized use or loss of their Steam login details).

Article 6 – Prohibited uses

Users are responsible for complying with all laws, rules and regulations applicable to their use of the Site and/or Solutions offered on the Site.

In particular, they shall not:

- transmit, publish, distribute, record or destroy any content of the Site and/or the Software;

- reference or create links to any content or information available from the Site, except with the express prior written consent of SEER-CS;
- use any information, content or data available on the Site in order to offer a service considered to be competitive with the Site;
- sell, exchange or monetize information, content or data present on the Site or services offered by the Site, without the express written consent of SEER-CS;
- reverse engineer, decompile, disassemble, decrypt or otherwise attempt to obtain the source code for any underlying intellectual property used to provide all or part of the Service;
- use any manual or automated software or device, robot code or other means to access, search, retrieve or index any page of the Site;
- endanger or attempt to endanger the digital security of the Site and/or the Software. This includes attempts to monitor, scan or test the vulnerability of the system or network or to breach security or authentication measures without express prior authorization;
- counterfeit or use SEER-CS's logos, trademarks or any other elements protected by intellectual property rights;
- simulate the appearance or operation of the Site, for example by using a mirror effect;
- disrupt or disturb, directly or indirectly, the Site and/or the Software, or impose a disproportionate load on the Site's infrastructure, or attempt to transmit or activate computer viruses via or on the Site.

Violations of system or network security may lead to civil or criminal prosecution. SEER-CS verifies the absence of any such violation and may call upon the legal authorities to prosecute, if necessary, those involved in such violations.

SEER-CS may in no case be held responsible for fraudulent, unauthorized or illegal use of the Solutions offered by the Site.

SEER-CS reserves the right to suspend or delete any Account or subscription to the Software that does not comply with these GCU.

Article 7 – Technical support

When using the Software, Clients benefit from a free support center that can be reached by email at contact@seer-cs.com. SEER-CS undertakes to respond to Clients as quickly as possible.

Article 8 – Intellectual property

SEER-CS is the exclusive owner of all intellectual property rights or holds the rights of use concerning both the structure of the Site and all elements accessible on the Site, in particular trademarks, texts, images, graphics, logos, videos, icons and sounds.

The GCU do not entail the transfer of any intellectual property rights to the benefit of the Visitor or the Client in respect of either the structure or the content of the Site, including the brands and logos of SEER-CS. Thus, the User undertakes not to use the elements of the Site in such a way as to infringe the rights of SEER-CS and that such use does not constitute an infringement or an act of unfair or parasitic competition.

In particular, the Client undertakes not to disseminate to anyone in any way whatsoever the predictive information obtained through the use of the Software.

Any reproduction, representation, modification, publication, adaptation of all or part of the elements of the Site, whatever the means or process used, is forbidden, except with the prior written authorization of SEER-CS.

Any unauthorized use of the Site or of any of the elements it contains will be considered as constituting an infringement and will be prosecuted in accordance with the provisions of articles L.335-2 et seq. of the French Intellectual Property Code or articles L.713-2 et seq. of said Code in the case of registered trademarks.

Article 9 – Liability

9.1. Client liability

The Clients act under their sole and entire responsibility.

Thus, SEER-CS is not responsible for the data entered on the Site by the Client, nor for the Client's use of the information obtained through the use of the Software.

9.2 SEER-CS's liability

SEER-CS makes every effort to ensure that the Site and Solutions are available 24 hours a day, 7 days a week. However, access to the Site or Solutions may be interrupted as part of maintenance operations, hardware or software upgrades, emergency repairs to the Site, or as a result of circumstances beyond SEER-CS's control (such as, for example, a failure of telecommunications links and equipment).

SEER-CS undertakes to take all reasonable measures to limit such disruptions, insofar as they are attributable to SEER-CS.

Users acknowledge and accept that SEER-CS assumes no responsibility towards them for any unavailability, suspension or interruption of the Site or Solutions and may not be held liable for direct or indirect damages of any kind resulting therefrom.

SEER-CS is subject only to an obligation of means. The information available on the Site are only predictions and exclude any obligation of result.

In no event will SEER-CS be liable for any indirect damages (such as lost profits or loss of value) resulting from the use of the Site and Software.

Article 10 – Personal data

Personal data collected directly or indirectly on the Site will be processed electronically. The User is invited to refer to the Site's "Privacy Policy" tab for full information on this point.

Article 11 – Miscellaneous provisions

11.1. Severability of clauses

Should one or more of the provisions of the present GCU be declared null and void or devoid of purpose by virtue of a legislative or regulatory provision in force and/or a court decision having the force of res judicata, they shall be deemed unwritten and shall not entail the nullity of the other provisions. In such a case, the nullified stipulations will be replaced by valid stipulations corresponding to the spirit and purpose of the present contract.

11.2. Tolerance

No tolerance, even repeated, shall constitute a waiver of any of the stipulations of the GCU.

11.3. Applicable law

These GCU are governed by French law, to the exclusion of any other legislation.

11.4. Disputes

In the event of a dispute concerning the validity, interpretation and/or execution of the GCU, an amicable agreement will be preferred before any legal action.

In the absence of amicable agreement, disputes will be referred to the competent courts within the jurisdiction of the Rouen Court of Appeal, notwithstanding plurality of defendants, incidental claims, intervention or warranty claims.

11.5. Modifications of the GCU

SEER-CS reserves the right to modify the GCU, the functionalities offered on the Site or the operating rules of the Service at any time.

The modification will take immediate effect as soon as the GCU are put online, and Clients will be informed by any appropriate means. Continued use of the Site after User notification presupposes unreserved acceptance by the Client concerned of the new GCU thus notified.