

GENERAL TERMS AND CONDITIONS OF SALE & USE POPMII

Current version as of **02/01/2024**.

These general terms and conditions of sale and use (hereinafter referred to as "GTC") are concluded between POPMII Company (hereinafter "POPMII"), a SAS company, registered in the Paris Trade and Companies Register under number 853 684 009, with its registered office at 66 Avenue des Champs-Élysées, 75008 Paris, and any client as defined below (hereinafter referred to as the "Client"),

Hereinafter individually referred to as the Party and collectively as the Parties.

The GTC applies to all services provided by POPMII to the Client.

Before subscribing to a Subscription (as defined in Article 1), the Client agrees to read, consent to, and comply with these GTC.

POPMII makes these GTC available to the Client on the pages of its website: www.popmii.com & www.popmii-factory.com. The Client may, at any time, expressly request these GTC from POPMII, which will communicate them by sending the appropriate URL link.

ARTICLE 1 – DEFINITIONS

GTC: refers to these general terms and conditions of sale detailing the general terms of use of the website www.popmii.com & www.popmii-factory.com.

Client: refers to any natural or legal person, public or private, who acts for purposes within the scope of their commercial, industrial, artisanal, liberal, or agricultural activity, including when acting in the name or on behalf of another professional, as defined in the preliminary article of the Consumer Code, subscribing to a Subscription for the use of the Service offered by POPMII.

Tool: refers to the SaaS software "POPMII FACTORY". It allows the Client to access a database of 3D templates, add their own 3D templates, customize the templates, mediate them in various formats (Web App, Iframe, 3D Viewer, augmented reality, virtual reality) and finally have a complete analysis of the use of these templates.

POPMII Templates: refers to the 3D experience and augmented reality templates created by POPMII and made available by POPMII via the Tool before any customization by the Client.

Client Templates: refers to the 3D experience and augmented reality templates for which the Client holds the necessary rights for their exploitation and that are imported, uploaded, and stored on the Tool by the Client.

Content: refers to the result of the Service provided by the Tool to the Client. It takes the final form of content personalized by the Client. It is delivered in 3D format and/or augmented reality accessible via a URL link, a QR Code, and an Iframe link (hereinafter defined as "Mediatization"). It is accessible to the Client in their personal space ("My unpublished experiences"). Once their content is finalized, the Client may publish their content to access the Mediatization.

Mediatization: refers to the provision, to the Client, of URL links, QR Codes, and/or Iframe links at the end of the Service, allowing the Client to share their Content with third parties.

Service: refers to the service of providing the Content and Mediatization by POPMII to the Client.

The Service is provided via access to the Tool in exchange for the Subscription.

The Tool offers a variety of templates for the Client to customize. Depending on the templates, the Client can customize them with images, videos, or URL links.

The Client can also customize their own templates.

The Service includes, on a monthly basis:

- The unlimited creation of 3D experiences and/or augmented reality,
- Access to the 150 POPMII Templates available,
- The ability to upload Client Templates to the Tool and customize them,
- 5 Mediations,
- The possibility to modify the 3D Contents after Mediation,
- Access to support (email & chat) and training (FAQ & video).

Personal Space: refers to the Client's user space. The Client has access to their Personal Space from the confirmation of the creation of the user account by POPMII. The Client accesses their Personal Space by logging in with their email address and password.

Subscription: refers to the contractual relationship between POPMII and the Client, which comes into effect from the acceptance of the Client's subscription by POPMII. The acceptance of the subscription takes place from the date of the first payment made by the Client to POPMII in exchange for access to the Service. The different types of subscriptions are described in Article 4 of the T&Cs.

Framework Subscription Contract: refers to the special conditions annexed to these and negotiated between the Client and POPMII, if applicable.

ARTICLE 2 - PURPOSE

The present T&Cs aim to define the rights and obligations of the Parties in the context of the execution of the Service.

Unless formally and expressly derogated by POPMII, the T&Cs prevail over any other document of the Client.

The T&Cs may, if applicable, be supplemented by the Framework Subscription Contract, previously negotiated between the Client and POPMII, written and expressly accepted by the Parties in the context of a specific offer marketed by POPMII.

In the event that any provision of these T&Cs is declared null or unwritten, the other provisions will remain fully in force and will be interpreted in a way to respect the original intention of the Parties.

Concurrently with any subscription to a Subscription, the Client declares (i) having read these T&Cs, (ii) expressly accepting them, and (iii) ensuring their direct and/or through its employees' compliance, if applicable.

Acceptance of the T&Cs can only be full and complete. Any conditional adherence is considered null and void. If the Client does not agree to be bound by the T&Cs, the Client cannot access the Service.

ARTICLE 3 - EXECUTION OF THE SERVICE

3.1 Internet Connection

The Client is informed and accepts that an effective Internet connection is an essential condition for the realization of the Service by POPMII and is exclusively at their charge.

The Client is informed that in the absence of a functional internet connection, the Service cannot be performed. POPMII cannot be held responsible for any malfunction of the Service due to this.

3.2 Creation of the Personal Space

To access the Service, the potential client creates a Personal Space on the website accessible at the following address: www.popmii-factory.com

They choose the email address (identifier) they wish to use as well as a password.

They provide the following information to POPMII, via their Personal Space:

- Client Identity,
- Email address,
- Password.

The Client then agrees to read and accept these T&Cs by ticking the dedicated box intended to collect their consent.

From the receipt of the email confirming the activation of their Personal Space by POPMII, they have access to their Personal Space.

3.3 The Client chooses the Subscription among the different Subscriptions offered by POPMII (as detailed in Article 4). The Client benefits from a free trial giving access to twenty (20) POPMII Templates and the creation of a URL link and a QR Code referring to Content from the creation of their Personal Space.

3.4 The Client has access to the Service from their registration. The Client will retain access to the Service subject to payment received by POPMII, which is required to confirm their Subscription.

3.5 Service Process

The Client selects the POPMII Model or the Client Model they wish to customize and names it.

They fill in the data requested for the customization of the POPMII Model and/or the Client Model; images, videos, text, colors, or URL links depending on the selected POPMII Model or Client Model, then they proceed to the next step. They are then asked to choose a graphical customization.

The Content is generated by the Tool.

The Client has access to the Content, which is recorded under their Personal Space – My Unpublished Experiences.

The Client has access to the Content that is saved under their Personal Space – My Unpublished Experiences.

The Client can view and/or modify the Content.

Once they are satisfied with the result, they can publish it.

The Content is then accessible under their Personal Space – My Published Experiences.

The Client can access the Media linking to the Content.

The Client acknowledges and agrees that they can only obtain the Media once the Content is published on their Personal Space.

ARTICLE 4 – SUBSCRIPTIONS, PRICING, AND PAYMENT TERMS

4.1 Subscriptions

POPMII offers three types of Subscriptions:

- FREEMIUM Plan which includes one (1) access allowing one (1) user to use the Service with limitations.

Under the FREEMIUM Subscription, the Client may purchase POPMII Templates and/or download Client Templates on the Tool in order to benefit from the Service.

This service is in addition to the FREEMIUM Subscription, under the terms and pricing as defined below.

- PREMIUM Plan which includes one (1) access allowing one (1) user to use the Service,
- ENTERPRISE Plan which includes, at a minimum, five (5) licenses allowing five (5) users to use the Service.

However, in exchange for additional compensation as defined below, the Client can add the desired number of licenses via their Personal Space.

4.2 Pricing and payment terms

The Service will be provided to the Client in exchange for a FREEMIUM, PREMIUM, or ENTERPRISE Subscription at the following rates and payment terms:

- FREEMIUM Subscription:

Monthly rate: zero (0) euros per month.

- PREMIUM Subscription:

Monthly rate: one hundred twenty (120) euros per month.

Any additional license subscribed by the Client is charged forty-nine (49) euros per month.

- ENTERPRISE Subscription:

Each ENTERPRISE Subscription is subject to the provision of a personalized quote considering the Client's needs by POPMII.

Every ENTERPRISE Subscription is subject to these General Terms and Conditions of Sale and the Framework Subscription Contract concluded between the Client and POPMII. The Framework Subscription Contract, if applicable, prevails over this article.

Subscription prices are indicated in euros excluding taxes, to which the applicable VAT rate will be applied based on the country where the Client is established (France, within the European Union, or in a foreign country).

The Subscription price does not include the cost of the Internet connection, which remains the responsibility of the Client.

4.3 Duration, end, and renewal of the Subscription

The duration of access to the Service is that provided by the Subscription contracted by the Client, either a monthly Subscription.

The monthly Subscription will be tacitly renewed each month from the start date of the Subscription.

The Client may, via their Personal Space, terminate their Subscription at any time. The termination will take effect from the renewal cycle following the Client's termination request.

4.4 Subscription content

The Subscription provides the Client with unlimited access to the Service.

However, in the event that POPMII detects abusive and/or suspicious use, POPMII reserves the right to terminate the Subscription outright.

4.5 The Client acknowledges and agrees that for any Subscription subscribed online, they cannot, from the express acceptance of the General Terms and Conditions of Sale materializing the Subscription, retract, and the price of the Subscription is entirely due to POPMII.

4.6 Payment of the Subscription will take place directly from the Client's Personal Space, at the time of the Subscription selection.

4.7 Payment of the Subscription is made via credit card or debit card. For this purpose, POPMII uses the STRIPE online payment processing platform (whose terms of use and privacy policy are accessible at the following address: <https://stripe.com/fr>).

4.8 In case of non-payment of the total annual Subscription amount or failure of payment of the Subscription monthly fee (annual or monthly), within 30 days following the start date of the Subscription, penalties equal to three (3) times the legal interest rate in force at the date of the order, as well as a flat-rate compensation for collection costs amounting to forty (40) Euros will be due by right without prior formal notice.

4.9 Finally, POPMII reserves the right to refuse any renewal of Subscription and/or any new Subscription request and to suspend the execution of its own obligations until the full settlement

of the balance of sums remaining due, without engaging its responsibility. The limitation period for the recovery of any amount due to POPMII by the Client starts from the date on which the Subscription payment is due by the Client, as specified above.

ARTICLE 5 – MODIFICATION, CANCELLATION, AND POSTPONEMENT

The Client is informed that they can modify their Content as many times as they wish.

The Client acknowledges and agrees that in case of error in using the Tool and/or incorrect handling in customizing the POPMII Model or the Client Model, the generated Media will not be re-credited by POPMII.

In the event of force majeure, as referred to in Article 1218 of the Civil Code, POPMII may experience a breakdown of the Tool and be forced to postpone the date of the Client's use of the Service, without its liability being engaged.

In this regard, the Client is informed and accepts that, in addition to the occurrence of one of the aforementioned cases, any error related to the Content and/or Media results exclusively from:
A lack of internet connection on the part of the Client,
A material error in selecting the customization elements of the POPMII Model and/or the Client Model by the Client.

ARTICLE 6 – COMMUNICATION

The Client authorizes POPMII to report on their collaboration on any promotional medium of its choice, such as, in particular, the POPMII website, social networks affiliated with POPMII, as well as any promotional communication to the public, by any current or future means of communication.

The Client consents to POPMII using the names and/or logos registered or not, as trademarks by the Client, in the context of POPMII's communication on their partnership.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.1 Guarantees and obligations of the Client

The Client acknowledges that they hold the intellectual property rights attached to the Client Templates, and to the contents used for the customization of the POPMII Templates and/or the Client Templates, or at least, that they are free of rights.

To this end, the Client guarantees POPMII against any claim for acts of infringement of copyright and/or trademark rights and/or designs and templates and/or domain names and/or action for unfair competition, including acts of parasitism, relating to the contents and/or the

Client Templates used by the Client in the context of their use of the Tool, the provision of the Service, the Media, and/or any other use of the Content.

Also, any claim referred to above addressed to the Client and/or POPMII, cannot be attributed to POPMII. The Client will be solely responsible in the event of any third-party claim in the aforementioned cases.

7.2 Contents and Client Templates

For the purpose of executing the Service, the Client has access to the Tool which allows them to customize the POPMII Templates and/or the Client Templates with their own content (images, videos, and/or URL links).

POPMII guarantees to the Client that the contents submitted for the creation of the Content and the Client Templates remain the exclusive property of the Client.

The Client is informed and consents to the use of their contents for the execution of the Service by POPMII.

POPMII commits to exploiting the contents and the Client Templates exclusively within the framework of providing the Service.

The Client is informed and accepts that the Service can be executed by POPMII provided that they upload/import their content on the Tool.

7.3 Grant of license to exploit Contents

POPMII grants the Client a non-exclusive license to exploit the economic rights attached to the POPMII Templates and the Contents, in exchange for the payment of the Subscription and under the following terms:

Granted rights: the right to reproduce and represent,

Duration: the duration of intellectual property rights held by POPMII on the POPMII Templates,

Territory: worldwide,

Media for exploitation: any physical, immaterial, and/or virtual medium allowing the Client to reproduce and/or represent the Contents,

Purpose of the Contents: promotional and marketing activities within the scope of the Client's commercial activity.

The Client undertakes not to use the POPMII Templates and/or the Contents for any purpose other than promoting their commercial activity.

In this regard, they commit not to use the POPMII Templates and/or the Contents in a way that infringes upon the rights of third parties, in particular, but not limited to, the right to image, the right to privacy, and/or any use that may constitute a criminal offense (defamation, harassment of any kind, incitement to hatred, etc.).

The POPMII Templates made available to the Client for the creation of Contents are and remain the exclusive property of POPMII.

In this regard, the POPMII Templates may not, in any way, wholly or partially, be subject to reproduction, representation, lending, exchange, or transfer, modification, adaptation, arrangement, or transformation, total or partial.

The Client is thus prohibited, in any way, wholly or partially, from reproducing, representing, lending, exchanging or transferring, modifying, adapting, arranging, or transforming the POPMII Templates.

ARTICLE 8 – INFORMATION AND COMPLAINTS

Any inquiries and/or complaints related to the Service must be addressed by the Client to POPMII (i) by email to the following address: info@popmii.com, or by registered letter with acknowledgment of receipt to the following address: Popmii, 66 Avenue des Champs Elysées, 75008 Paris, France, no later than one (1) month after the occurrence of the event subject to the complaint. Such a complaint must be accompanied by all relevant supporting documents.

ARTICLE 9 – END OF THE CONTRACTUAL RELATIONSHIP

9.1 The Subscription is for a fixed term. Thus, the Parties agree that no early termination, except by joint, written, prior and express agreement, can occur before the expiration date of the Subscription, i.e., at the end of each monthly anniversary date.

The Subscription is tacitly and automatically renewed at the end of each month from the subscription date.

It can be terminated at any time. The termination will be taken into account for the month following the month during which the termination request is made, via his Personal Space, by the Client.

9.2 Any request to modify the Subscription must be addressed by registered letter with acknowledgment of receipt to the following address: POPMII, 66 avenue des Champs Elysées, 75008 Paris, France, and/or by email to the following address: info@popmii.com.

9.3 At the end of the Subscription, the Client may keep the Content in compliance with the General Terms and Conditions of Sale and more particularly Article 7 Intellectual Property.

ARTICLE 10 – LIABILITY

10.1 The Service provided by POPMII to the Client conforms to its description.

In the context of providing the Service, POPMII is bound by an obligation of means to provide Content that meets the customizations made by the Client via the use of the Tool.

It will be up to the Client to prove and justify any potential non-conformity.

10.2 The Client is solely responsible for the POPMII Templates and/or Client Templates selected during the use of the Tool. In the event of an obvious error on the part of the Client, relating to the choice of POPMII Templates and/or Client Templates and/or personal contents during the use of the Service, POPMII cannot be held liable.

The Client will need to make a new request on the Tool.

10.3 POPMII's liability can only be engaged in the event of proven fault or negligence and is limited to direct damages suffered by the Client, excluding any indirect damage, of any nature, such as, but not limited to, any loss of opportunity, clientele, profit, business, commercial damage or loss of data and/or files.

10.4 POPMII's liability cannot be engaged for any use, by the Client, of the POPMII Templates and/or Client Templates exceeding the license granted by POPMII in the execution of these terms, and more generally for any use, by the Client, of the POPMII Templates and/or Client Templates violating the terms of Article 7 of these terms.

Also, any third-party claim related to the use of the POPMII Templates and/or Client Templates by the Client cannot be opposed to POPMII and will be the exclusive responsibility of the Client.

In any case, should POPMII's liability be established, the total amount of all sums charged to POPMII shall not exceed the total amount of the price paid by the Client for the current Subscription, at the time of the event resulting in the damage suffered by the Client.

ARTICLE 11 – ENTIRETY OF THE TERMS AND CONDITIONS

These General Terms and Conditions (GTC), and the Framework Subscription Contract, if applicable, constitute the entire agreement between the Parties. It prevails over any other agreement that could have been concluded previously between the Parties.

ARTICLE 12 – PROTECTION OF PERSONAL DATA

POPMII commits to respect the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter the "GDPR").

In the execution of these terms, POPMII is required to process personal data of the Client. As a result, it assumes the role of data controller.

To this end, the following is specified:

12.1 Purposes of processing

The Client is informed, and undertakes to inform its employees, if applicable, that POPMII implements personal data processing to enable it to manage, bill, and monitor its contractual relationship with the Client. These processes also aim to comply with the legal and regulatory obligations of POPMII in this regard.

12.2 Data collected

The personal data subject to this processing are the first name, last name, email, telephone number, billing data, postal code of the natural persons representing the Client, including its employees if applicable, with whom POPMII will be in contact in the context of providing the Service.

12.3 Basis and recipients

The processing of personal data is necessary for the execution of the contractual relationship between the Client and POPMII.

The processed data are intended, depending on the necessities, for the authorized services of POPMII, services in charge of control (especially the accountant) and any potential subcontractors of POPMII (such as Stripe). Public organizations may also be recipients of personal data, exclusively to meet POPMII's legal obligations.

12.4 No cession and transfers

The personal data will not be subject to any cession, rental, or exchange for the benefit of third parties. By exception, they may be communicated to potential partners of POPMII responsible for processing, managing, and paying for the Service.

12.5 Exercise of rights of concerned individuals

The concerned individual has the right to access, rectify, oppose, limit (i.e., temporarily make their data inaccessible), erase their personal data, and a right to data portability.

By exercising their right to portability, the concerned individual can choose between (i) retrieving their personal data concerning them that they have provided to POPMII or (ii) transmitting it to another data controller, as long as the processing of these data is carried out using automated processes. The delivery or transmission will be done in a structured, commonly used, and machine-readable format.

To exercise these rights, the concerned individual must send an email to POPMII at the following address: info@popmii.com. This email must state in its subject the mention "Request

related to personal data". Each request must be accompanied by proof of identity. In case of reasonable doubt about the identity of the requesting person, additional information necessary to confirm their identity may be requested.

In the event of manifestly unfounded, excessive, or repeated requests, POPMII reserves the right to refuse to respond to them.

After acknowledgment of receipt of the Client's request to POPMII within one month following the request and in the absence of a favorable response from POPMII within a maximum period of three (3) months from the date of the request, the Client is informed that they have the right to file a complaint with the CNIL regarding their personal data via the CNIL's online complaint platform accessible at the following address: <https://www.cnil.fr/fr/plaintes> and/or by postal mail at the following address: CNIL - National Commission on Informatics and Liberty, Complaints Service, 3 Place de Fontenoy, TSA 80715, 75334 PARIS CEDEX 07.

12.6 Data retention duration

The personal data are kept for the entire duration of the contractual relationship between the Client and POPMII. They are subsequently archived for a period of five (5) years for evidentiary purposes and ten (10) years for billing data.

12.7 Data security

POPMII ensures the security of personal data by implementing reinforced organizational and technical security measures.

12.8 Declaration

By accepting these terms, the Client declares and guarantees that they have informed the concerned individuals, particularly their employees, if applicable, of these provisions.

ARTICLE 13 – APPLICABLE LAW AND COMPETENT COURTS

The GTC are governed by French law.

In case of a dispute concerning the validity, interpretation, and/or execution of the GTC, the Parties agree that the courts of Paris will have exclusive jurisdiction to judge them.

ARTICLE 14 – MODIFICATION OF THE GTC

POPMII reserves the right to modify the GTC at any time. It specifically reserves the possibility to modify and/or stop offering all or part of the Service, provided that this interruption does not occur while the concerned Service is not completed.

Any modification of the GTC will be notified to the Client via their Personal Space and/or via a banner on the POPMII website and/or via email to the email address affiliated with the Client's Personal Space.

The applicable GTC are those in force at the time of the express acceptance of the GTC marking the start of the Subscription.