

## 1 General

### **1.1 Presentation**

Apikod is a simplified joint stock company (S.A.S.) with shared capital of Euro 10,000, listed in the Vienne trade register (Isère, France) under number 794 064 097, whose registered office is at 6, Clos de l'Eperon II, 38290 Satolas-et-Bonce - France (hereinafter "Apikod").

The purpose of the present General Sales Conditions is to define the terms and conditions under which (i) Apikod provides to their end-users (hereinafter the "Client"), mobile applications (hereinafter the "Applications") and driving assistance services (hereinafter the "Services") as defined below (ii) and Clients buy the Applications and Services.

These present General Sales Conditions shall apply exclusively on territories where Apikod sales Applications via the market service of Google, so-called Google Play. These present General Sales Conditions shall apply in the framework of relations between Apikod Company and unprofessional client.

The Parties agree that their relations will be exclusively governed by the General Sales Conditions and the General Use Conditions of Applications. They apply to the exclusion of all other conditions.

### **1.2 Applications**

Apikod develops specific and innovative Applications to meet the following triple need:

- Saving money through simple actions of the driver;
- Securing goods and people in driving situation;
- Protecting our planet by reducing carbon footprint and needs in natural resources.

These Applications can be downloaded from Google Play available at the following address:  
<https://play.google.com/store?hl=en>.

The Application must be installed on a Smartphone and used for driving assistance of a land-based vehicle. The Application informs the driver in real time about his driving style and shows other useful information during his trip. In all cases, the driver remains in control of his decisions. Mobile Data from trips are available on Apikod Website in single access to the driver via a login and password. No personal data is publicly available.

The Client undertakes expressly and unreservedly to use Applications according to the General Use Conditions with the sole aim to improve his driving safety, to participate in the reduction of greenhouse gas emissions in reducing fuel consumption, and to reduce vehicle operating costs.

### **1.3 Document order**

The present General Sales Conditions of Apikod Company include the General Use Conditions of Applications.

In case of conflict between the present General Sales Conditions of Apikod Company and the General Use Conditions of Applications, the General Sales Conditions of Apikod Company prevail.

### **1.4 Update**

Apikod reserves the right to change without notice these General Sales Conditions which will then apply to all Clients for any new purchase of Application or Service once they become available on Apikod Website.

The present General Sales Conditions are identified in this document under reference: DJU\_00003\_A dated March 10, 2014.

## 1.5 Digital communication

Apikod provides information about its commercial offer mainly via its Website and also via Social Networks like Facebook, Google+ or LinkedIn. The YouTube channel is used to display and upload videos made on behalf of Apikod.

## 2 Definitions

The expressions and terms described below are to be understood according to the following definitions:

**Application:** Apikod software installed on a Smartphone.

**GUC:** General Use Conditions of Applications developed by Apikod Company. GUC are integral part of the General Sales Conditions.

**GSC:** Present General Sales Conditions of Apikod Company. The present GSC apply only to end-consumers, as defined under French law and jurisprudence.

**Client:** An individual who is a non-professional (i.e. a consumer) and uses an Application, a Service, the Digital Information or the Social Networks from Apikod. The Client becomes a Member as soon as he pays and activates an Application.

**Community:** All members.

**Account:** Personal space of a Member whose data can only be accessed on Apikod Website by a login and a password belonging to the Member. My Account is commercially defined by the word "MyPikod".

**Mobile Data:** All the data collected by the Smartphone of the Client when using the Application.

**Digital information:** Dataset in various media forms: text, images, sounds, videos, hyperlinks and general or detailed structure of Apikod Website.

**Member:** An individual who is a non-professional (i.e. a consumer) and displays the Digital Information contained on the Apikod Website [www.apikod.com](http://www.apikod.com) or on Apikod Social Networks like Facebook, Google+, LinkedIn or YouTube channel, and uses the Applications and other Services in particular through the Website via his MyPikod Account. The Member downloads or buys Applications and/or Services from Google Play service <https://play.google.com/store?hl=en> or through the Website. He has a MyPikod Account.

**Social Networks:** Digital Communication generated by Apikod outside its Website and available on Apikod pages of Google+, Facebook, LinkedIn or YouTube.

**Services:** Driving assistance services provided by Apikod.

**Website:** Apikod Company Website, namely [www.apikod.com](http://www.apikod.com).

**Smartphone:** Touchscreen phone using Android operating system 2.3 or higher versions.

## 3 Pre-contractual information - Client Acceptance

The Client acknowledges having been informed, prior to the conclusion of the contract, in a clear and intelligible manner, of these General Sales Conditions and of all information referred to Article L. 121-19 of the French Consumer Code, and in particular:

- The main characteristics of the offered Applications and Services, to the extent appropriate to the communication medium used and to the services concerned;
- The identity of the trader (trade name, geographical address of the company and phone number);
- The total price of Services including all taxes, or where the price cannot reasonably be calculated in advance due to the nature of the Service, the manner to calculate the price and, where necessary, any additional costs or, where these charges cannot reasonably be calculated in advance, the indication that such additional charges may be payable;
- If applicable, terms of payment and delivery, the date Apikod commits to perform the contract, and the handling complaint procedure.

For any Client, the act of placing an order for an Application or a Service implies adherence and full acceptance to these present General Sales Conditions, which are expressly agreed by the Client, who gives up, notably, the opportunity upon any contradictory document, which would be unenforceable against Apikod.

## 4 Apikod offer

### **4.1 The Applications**

Apikod grants to the Client against payment, a non-exclusive, unlimited in time, personal and non-transferable end-user license of the Applications.

Applications developed by Apikod are downloadable from Google Play website <https://play.google.com/store?hl=en> in accordance with the present GSC and with the current Sale Conditions enforced on Google website <https://play.google.com/store>.

The Client must activate the Application via his Smartphone in order to become fully functional.

### **4.2 Activating the Application**

Activating the Application implies full and unreserved acceptance by the Client of present GSC and GUC. Application activation modalities are listed in the GUC.

The Application will be delivered and/or the Service will be provided once the Client has paid the price.

### **4.3 Price**

The purchase prices of Applications and/or Services on the Website (or Google Play Website) are all taxes included in Euro. These prices may be subject to change at any time by Apikod. However, these changes do not apply to contracts concluded before the date of change.

### **4.4 Payment**

The Client order has to be paid cash by credit card (Visa or MasterCard) at the time of the order. Once the bank validates the Client's transaction, the purchased Service or Application is ready to be downloaded by the Client.

### **4.5 Right of withdrawal**

The Client does not have a right of withdrawal, as specified in the French Consumer Code, as the contract between the Client and Apikod is executed as soon as the purchase is ended.

## 5 Client obligations

Account activation made by the Client from his Smartphone implies the full acceptance without reserve of the present GSC and of the GUC.

The Client must also accept and meet the following obligations:

- Use the Apikod Website and Social Networks under Article 6.1 of the present GSC;
- Communicate accurate and fair personal data or information on Apikod Website and Social Networks;
- Accept updates of the commercial offers, without any obligation to subscribe;
- Accept new commercial offers, without any obligation to subscribe;
- Accept that certain commercial offers be withdrawn by Apikod without delay and without any possibility of claiming financial or other compensation linked to the withdrawal.

## 6 Website use

Apikod Company grants to any Client a non-exclusive, free and unlimited in time right to use the Website whose main purposes are:

- To communicate the Apikod offer;
- To enable Clients to create and manage their personal space;
- To collect, format and make possible visualization and export of Mobile Data from Apikod mobile Applications.

It is expressly agreed by the Client to accept and to unreservedly meet the conditions set out below when using the Website.

### **6.1 Website or Social Networks Terms of Use**

The Client specifically agrees not to:

- Download, copy or save information obtained illegally;
- Write and/or broadcast abusive and/or illegal messages (in particular nuisance to others, pornography, violence, racism, human dignity, religion, politics, vulgarity, slander, provocation, war or terrorism, sexuality);
- Write and/or broadcast canvassing messages (including advertising, staff recruitment, sale or purchase of goods or services);
- Write and/or dissemination of false, inaccurate, easily interpretable in a nonsense wanted under the terms of that subsection;
- Use viruses or any other method aiming to reduce, change, overload, copy, undo, delete the performances or Digital Information of the Apikod Website and Social Networks;
- Adversely affect, in any way whatsoever, Apikod Company.

The Client agrees to use Applications and Services in accordance with the enforced French legislation and regulations.

In case of use of Apikod Website and Social Networks by the Client, not in compliance with the present GSC and GUC, Apikod reserves the right to block the Client's access to the Apikod Website and Social Networks pages.

### **6.2 Cookies**

When connecting to the Website for the first time, a banner at the bottom of the computer screen appears in order the Internet user agrees with the implementation of cookies (small text files) in his computer. This acceptance is required for two types of cookies sent from the Website:

- Cookies for audience measurement of the Website (how many people are connected to the Website, for example);
- Cookies for the links between the Website and the Social Networks (Facebook, Google+, YouTube).

The Website does not issue cookies related to aimed advertising campaigns.

## **6.3 Warranties and Responsibility**

### **6.3.1 Warranties**

Apikod commits to make its best efforts to ensure a smooth functioning of the Applications as described in the present GSC and GUC, for a period of one (1) year from the date of purchase by the Client, excluding any other expressed or implied warranty.

Any guarantee is excluded in the following cases:

- Improper use of the Application by the Client;
- Intervention of the Client or any third party on the Application without the express, written and prior authorisation of Apikod;
- Using external services to Apikod;
- Force majeure.

Applications are not guaranteed by Apikod to be free of defects. In addition, Apikod does not guarantee the permanent availability both of the Website and the Application. Finally, Apikod in no way guarantees the proper Mobile Data collection of the Smartphone, the Mobile Data processing and restitution enabling the Client to analyse and then to determine the necessary measures improving his driving, the correct backup of Mobile Data on his Smartphone, the transmission of Mobile Data to Apikod Company Website.

In case of any malfunction of an Application due to the design of this Application and reported by a Client to Apikod Company via the Website, and should the malfunction be duly established and due to Apikod, Apikod reserves the right to correct the aforesaid malfunction.

### **6.3.2 Responsibility**

The Client remains fully responsible for the choice of the Application and/or Service and the use he makes of the Application and/or Service.

The Digital Information or other information contained on the Website and Social Networks comes from sources considered as reliable, serious and professional. However, these Digital Information or other information can potentially contain errors, omissions, and inaccuracies, despite the care taken in writing these Digital Information.

In incidental cases where these Digital Information or other information would present errors, omissions, inaccuracies, Apikod cannot be held responsible for such errors, omissions, inaccuracies and reserves the right to correct as much as possible these errors, omissions or inaccuracies brought to its attention.

Apikod cannot be held liable for any direct or indirect damage of any nature whatsoever related to the interpretation or the use of Digital Information or other information contained in the Apikod Website and Social Networks.

Apikod cannot be held liable for any direct or indirect damages of any nature whatsoever, resulting from limited or impossible operation of Apikod Website or Social Networks or Applications or Services. Thereby, Apikod cannot be held responsible for direct or indirect damages or any other damage not limited to loss of data, operating loss, loss of financial profits or other profits, business interruption.

Apikod doesn't perform any verification of Digital Information or other information entered by the Clients into the Website and Social Networks and therefore cannot be held responsible if these same

Digital Information or other information content information non-limited to errors, omissions, inaccuracies and would be unethical, degrading, libellous, political, religious, racial or sexual.

The Client expressly and unreservedly recognises that Apikod Company can in no way be held responsible for any damage, direct or indirect, material or immaterial, resulting from (i) an abusive use or misuse or not conform to the contract, (ii) or in relation to the use of an Application in case of breakdown or accident of a land-based vehicle or a combination of land-based vehicles or any other mean of transport in which the driver or passenger is the Client.

In the event of a dispute between the Client and Apikod Company, in case of any breakdown or accident, Apikod Company reserves the right to analyse the Mobile Data of the Client, available on the Website or Smartphone database of the Client.

Notwithstanding the provisions of Article 6.3.1 above, the liability of Apikod shall be limited to two (2) times the purchase price of all the Applications paid by the Client over the last twelve (12) months, up to an amount of two hundred (200) Euros.

#### **6.4 Access to Website**

Apikod makes every effort to ensure access to the Website 24 hours a day and 7 days a week, except in cases of force majeure.

Apikod reserves the right to suspend access to the Website for maintenance, major changes or any failures reasons of the Website.

In no event may Apikod be held responsible for lack of access to the Website and Social Networks and no compensation for any kind may be required to Apikod.

Apikod reserves the right to modify the way to access the Website for safety reasons.

#### **6.5 Personal data**

Apikod undertakes to respect the confidentiality of personal data provided by the Client when browsing the Website or connecting to his MyPikod account as well as the Mobile Data from the Applications, and to process these data in accordance with the provisions of law No. 2004-801 of 6 August 2004 on the protection of individuals with regard to the processing of personal data and amending the law n° 78-17 of 6 January 1978 relating to computers, files and freedoms.

Apikod will process these Mobile Data allowing the Client to obtain a simplified display on the Website in order to help him to understand his driving style.

These same Mobile Data, without any identification, may be processed for all Clients for statistical purposes enabling the Client to compare himself to the community.

Apikod reserves the right to use the Mobile Data to inform the Client about news, recent advances, change or any other information that may be of interest to the Client via email or text message.

The Client may, at his convenience, subscribe and unsubscribe, to Apikod Company newsletter.

Apikod reserves the right to sell personal data. If the Client disagrees this action, he has to tick the box labelled "If you do not wish your data to be used by our partners for marketing purposes, please tick the right box", available in Client's Account.

Under the Data Protection law of 6 January 1978, the Client has a right of access, modification, cancellation and rectification of his own personal data and stored on the Website. The Client may exercise the rights described above by logging on the Website.

Apikod Company made a simplified declaration to CNIL relating to the ownership of a personal data file (NS-48 prospects and clients file), and obtained the registration number 1726489.

## **6.6 Excess**

According to the French law 2004-575 of 21<sup>th</sup> of June 2004 on confidence in the digital economy, the Website gives at disposal for any internet user or Client a link to a form for reporting any excess that may be contained in the Website.

## **6.7 Intellectual Property**

The Website and Social Networks whose property is owned by Apikod, as well as all Digital Information contained therein are protected by the applied intellectual property laws. Layouts, icons, screens, shapes, logos, content not limited to text, images, videos or sound contained in the Apikod Website and Social Networks remain the exclusive property of Apikod Company.

The rights of use granted by Apikod to the Client under these GSC do not entail any property transfer of Applications or Services.

Any partial or total reproduction of Apikod Website and Social Networks cited above constitutes a violation of the law and is subject to potentially very heavy civil and criminal penalties.

Under the sole use of the Website and Social Networks according to the present GSC, Apikod grants to the Client, a non-exclusive, free, unlimited in time right of use.

The Client may not, under any circumstances, attempt to copy or reproduce in any form whatsoever, change, alter, analyse, reduce, resell, distribute free of charge or against payment, insert viruses, save the Apikod Website and Social Networks without the prior written consent and express Apikod.

## **6.8 Hypertext links**

The Website may contain hypertext links to other existing Websites. The links towards these other resources will let the Client leaving the Website.

It is possible to create a link from a third party website to a page on the Website without Apikod express permission. Apikod may require no prior authorisation or request for information in respect of a site that wants to establish a link to the Website. However, this site should be posted in a new browser window. However, Apikod reserves the right to request removal of a link that it believes not in accordance with the present GSC or irrelevant to the purpose of the Website.

Under any circumstances shall the website that wishes having a link to the Website include a content or other links to other sites whose content is illegal or refers to Article 6.1 "Website or Social Networks Terms of Use" of the present GSC.

Apikod cannot be held liable for any damage resulting from the potential existence of hypertext links on the Website to third party websites whose content is illegal and/or not in accordance with Article 6.1 "Website or Social Networks Terms of Use" of the present GSC.

## **6.9 MyPikod Account**

Access to MyPikod Account requires a username and a unique password.

This personal space enables to manage his personal data, view his driving style through graphic or written information.



Some of these data are compiled in a non-identifying way with the same types of data coming from other Clients in order to become information of the Community.

Access to MyPikod Account remains open as long as the Member uses the Account.

At any time, the Member may modify, add or delete information on his Account. He may also completely delete his user account, and thus all his personal data will be deleted.

## **6.10 Closure of MyPikod Account**

If the Member no longer uses his Account for a period of sixteen (16) consecutive months, then the Account will be automatically closed and the respective personal data will be permanently deleted without any possibility of reactivation.

At any time, the Member may decide at his convenience to close his Account using the management of his Account on the Website. Upon confirmation of the request, the same deletion and anonymity data process as described above, will apply. Before the final Account closure, the Member may still ask reactivation of his Account. In this case, personal data and Mobile Data will not be deleted.

## **7 Validity of the present GSC**

Where a clause of the present GSC would not be or become unenforceable, the other clauses of the present GSC remain valid. The invalid clause would be replaced by a new regulatory clause, which becomes mandatory for Apikod Company and the Client.

## **8 Modifications**

Apikod may update the present GSC at any time and without notice, depending on developments in supply and services.

Similarly, the present GSC may be updated for legal reasons so as to continue complying with French legal texts or with European directives.

As soon as new GSC are available, Apikod posts them online in the Legal Information Section. Members who will login to their account (a message about the availability of an update of present GSC will be visible) will have to accept the new GSC.

Changes in GSC will not apply to transactions concluded before.

## **9 Force majeure**

Apikod Company relies on many efficient technologies from third parties over which Apikod has no decision-making power. In case of a force majeure event (Article 1148 of the French Civil Code), i.e. an unforeseeable and irresistible event with absolute and final impossibility to perform the function or the service expected by the Client, Apikod grants itself the right to suspend the aforesaid functions or services as long as necessary.

No compensation, for any reason whatsoever, may be required to Apikod for failure to fulfil its obligations in the event where Apikod is unable to perform the function or service expected by the Client due to a force majeure event.

## **10 Applicable law and jurisdiction**

The present GSC which include the GUC of Apikod Applications are governed, construed and applied in accordance with the French law, irrespective of the place of use.



## 11 Questions

Should you have any question about the present GSC, please contact us by email at the following address:  
[georges.bustos@apikod.com](mailto:georges.bustos@apikod.com).