

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 Use Conditions of Applications is to define the operating conditions of the Applications (hereinafter the "Applications") purchased by the end-users (hereinafter the "Client") from Apikod.

These present General Use Conditions of Applications shall apply exclusively on territories where Apikod sales Applications via the market service of Google, so-called Google Play. These present General Use Conditions of Applications 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 present 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 Use Conditions of Applications are integral part of the General Sales Conditions of Apikod Company.

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

1.4 Update

Apikod reserves the right to change without notice these General Use Conditions of Applications which will then apply to all Clients for any new purchase of Application once they become available on Apikod Website. The present General Use Conditions of Applications are identified in this document under reference: DJU_00004_A dated March 10, 2014.

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

GSC: General Sales Conditions of Apikod Company.

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 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.

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

3 Camélys Application

3.1 General use

Camélys Application should be downloaded on a Smartphone to be installed according to the conditions specified in paragraph 3.4 "Conditions of Use".

Camélys communicates Mobile Data to the vehicle Client-driver. This driver, according to the Mobile Data displayed, may at his own initiative, decide whether or not to take actions improving his driving style or reduce his potential level of driving risk.

At the end of the trip, the Mobile Data are sent to the Website in case of availability of external services to Apikod Company enabling the Client to have a look and analyse the Mobile Data.

3.2 Mobile Data and personal data

The Application collects Mobile Data from the Client Smartphone during his trips, not limited to his geographical position, vehicle speed and acceleration/deceleration, by using the built-in GPS Smartphone. Limited personal data are added to the Mobile Data: name, year of birth, gender, date of the driving license, and vehicle characteristics.

These data are transmitted at the end of the trip and then simply and visually transformed via the secure account MyPikod accessible through the Website.

Apikod processes these Mobile and personal Data, with the greatest possible confidentiality and security, by using the latest data transmission technologies.

The Client acknowledges and ensures without limitation or reserve that the available data (his Mobile and personal data) on his Smartphone are also protected by a password or any other access protection on his Smartphone.

3.3 Warranties

Warranties due by Apikod under the present GUC are developed in the GSC.

3.4 Conditions of use

Camélys Application is a driving assistance tool. For that purpose, the Client-driver must have an exemplary attitude to make best use of the Application performances. While driving, the driver should:

- Be legally able to drive a land-based motor vehicle;
- Have the full capabilities of observation, judgments and actions;
- Be able to quickly and easily read the Mobile Data during his trip without deviating eyes off the road to be exclusively focused on his driving;
- Read very punctually Mobile Data to determine and decide any possible necessary actions.

While driving, the Client-driver should not:

- Be illegally driving a land-based motor vehicle;
- Be in a situation where he does not have all his capacities of observation, judgment and actions.
- Have any difficulty reading Mobile Data by obliging him to be nearer to his Smartphone or to move or turn his head or deviate his eyes off his driving trajectory or any other action that may divert the driver's concentration on his driving mission;
- Read constantly Mobile Data;
- Touch the Application;
- Be distracted, disturbed or affected by any other form of mental interaction that would reduce, modify or alter the capacities of observation, judgment and actions of the driver when driving.

The Client-driver may not under any circumstances attempt to:

- Send wrong, missing or additional Mobile Data in order to access, in an unlawful or prohibited way, Apikod Website or servers or other servers;
- Use Application outside the conditions laid down by the present GUC and GSC that apply or in a context other than that specified in the Apikod commercial offer;
- Adversely affect, in a voluntarily, unjustified, degrading, disproportionately, inappropriate, irrational, direct or indirect manner, Apikod Company or its partners by any other form of action related to the direct or indirect use of Apikod Applications.

3.5 Responsibilities

The respective responsibilities of the Parties under the execution of the present GUC are developed in the GSC.

3.6 Intellectual Property

The current intellectual property laws protect Apikod Applications content. Ergonomics, icons, screens, shapes, logos, content not limited to text, images, videos, photos or sound contained in the Apikod Applications remain the exclusive property of Apikod Company and no duplication, copy, backup, recording in any form whatsoever, cannot be made without prior agreement from Apikod.

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

Under the sole use of Applications according to the present GUC, Apikod grants to the Client, a non-exclusive, free, unlimited in time right of use of the Applications.

Granting a right of use of the Applications does not allow the Client to any other right.

The Client may not, under any circumstances, attempt:

- To know the internal coding of the Application by any means whatsoever;
- To copy or reproduce in any form whatsoever, change, alter, analyse, reduce, resell, distribute free of charge or against payment, insert viruses or save the Application.

3.7 Activating the Application

Activating the Application by entering an email address in the Application, implies full and unreserved acceptance by the Client of present GSC and GUC. Validating the Application by the Client leads to opening his own MyPikod Account on Apikod Website.

The few data needed for activating the Application and creating the account are treated as personal information according to our privacy policy.

3.8 Lite version (trial Application)

To enable the Client to knowingly buy the Application, activating the Application without any purchase is possible. Activating the Lite version (Application not purchased and downloaded from Google Play) authorizes the Application's functioning for two (2) non-consecutive driving hours. After a total of two (2) driving hours, the Application will no longer be usable.

From the activation date by the Client, the Lite version is valid for a trial period of fifteen (15) days. After fifteen (15) days, the Application will no longer be usable.

At any time, the Client may decide to download the paid Application from Google Play Service. After payment of the Application, the Client's Account will be definitively created and he becomes an Apikod Member.

3.9 Update

Apikod reserves the right to modify, delete any function of the current Application or to add new functions to the Application aimed at providing to the Clients a better experience in using the Application.

These updates will be brought to the attention of the Client from his smartphone or directly provided depending on the choice of the Client.

Under any circumstances, the Client may not oppose Application updating, regardless of whether it provides or not new features, bug fixes, failures, an unwanted, poorly or not understood use ergonomics, lower performance or any modification of the Application.

3.10 Important developments

To offer further more performances and functionalities in its Applications, Apikod reserves the right to add major developments to existing Applications, against additional payment.

The Client will have the option of choosing whether or not to accept these important developments by validating the payment of this development.

In case the Client does not wish to accept these major changes, he will continue to use his Application in accordance with the present GUC.

4 Commercial bonus

Applications must be downloaded from Google Play Service. When the Client activates his Account with an Application purchased under Apikod GSC; then, every thousand activations, Apikod will offer to the Member concerned a refund of the Application at Google Play standard price in Euro, valid at the time of the Account activation. In the case of a price paid outside the Eurozone, the official exchange rate, at the date of the Account activation, between the Euro and the currency used to purchase, will apply.

Apikod reserves the right to cancel or modify at any time the bonus of its commercial offer.

5 Applicable law

The applicable law is detailed in the GSC.