

## TERMS OF USE

### Praxinos Launcher

*Last Updated: July 26, 2023*

#### **ARTICLE 1. SCOPE OF APPLICATION**

**1.1.** These general terms of use (including any annexes) (hereinafter referred to as "Terms of Use" or « TOU ») are established between the company PRAXINOS, a limited liability cooperative company, located at 7 Avenue de Blida, METZ (57000), France, registered with the Trade and Companies Register of METZ under number 843 876 764, (hereinafter "**PRAXINOS**"), and any user accessing Praxinos Launcher free of charge (hereinafter the "**User**").

**1.2.** Praxinos Launcher is intended for:

- (a) the download and installation of software edited and/or distributed by PRAXINOS;
- (b) the activation of licenses for said software;
- (c) access to the User's account on the PRAXINOS website and its information; and
- (d) access to various support platforms (documentation, video tutorials)  
(hereinafter the "**Contents and Services**").

**1.3.** These TOU aim to define the terms and conditions under which PRAXINOS allows the download and access to Praxinos Launcher (including the Contents and Services) by Users from any computer terminal and any country, as well as to distribute the mutual rights and obligations of the parties in this context.

**1.4.** By downloading and accessing the Contents and Services, the User declares and warrants:

- If they have reached the legal age of majority in their country of residence: that they have the full capacity to enter into these TOU;
- If they have not reached the legal age of majority in their country of residence: that they are aged over 13 and have obtained prior authorization from the parent(s) or legal guardian(s) to access Praxinos Launcher and the Contents and Services.

**1.5.** By clicking "I agree" when the User downloads, installs, copies, or uses Praxinos Launcher (including the Contents and Services), they unreservedly accept the terms and conditions of these TOU. If the User does not agree with all the terms and conditions of these TOU, they are requested to click "Close" and cancel the download or installation of Praxinos Launcher.

**1.6.** In the event that any provision of these TOU is declared null or unenforceable by the effect of a law, regulation, or decision from a competent jurisdiction, only that provision shall be disregarded while the other provisions will retain their validity and force, unless the present TOU would be distorted or result in a significant imbalance of the parties' obligations.

**1.7.** PRAXINOS reserves the right, at any time and unilaterally, to supplement or modify these TOU as it deems necessary. The User will be informed of the updated TOU via Praxinos Launcher and/or by sending an email to the address provided by the User in their Account, one (1) week before they come into effect. It is the User's responsibility to ensure the validity of this email address during their registration.

**1.8.** It is the User's responsibility to carefully read the TOU when they are updated and to fully understand the modifications brought about by the latter. The fact that the User continues to use the Contents and Services of Praxinos Launcher after the new TOU come into effect constitutes an unreserved acceptance on their part of the modifications made to the TOU.

**1.9.** In case of disagreement with the modifications to the TOU, the User has the option to terminate access to the Contents and Services by uninstalling Praxinos Launcher.

**1.10.** Additional conditions may apply to certain services and contents presented and accessible on Praxinos Launcher (for example, an end-user license agreement specific to a particular content or specific terms of use for a Praxinos Launcher feature).

## **ARTICLE 2. PRAXINOS LAUNCHER DOWNLOAD**

**2.1.** Praxinos Launcher can be supplied on a data carrier or downloaded from PRAXINOS servers and requires installation. The User must install Praxinos Launcher on a properly configured computer, which must at least meet the requirements specified in the Praxinos Launcher technical documentation. PRAXINOS provides the User with Praxinos Launcher technical documentation in electronic format, it being understood that PRAXINOS retains all intellectual property rights relating to this documentation.

**2.2.** The computer on which Praxinos Launcher will be installed must be free of any program or material likely to interfere with the proper functioning of Praxinos Launcher.

## **ARTICLE 3. USER ACCOUNT**

In order to download Praxinos Launcher, install it and access the Content and Services, the User must have an Account. In order to create an Account, the User is invited to consult the general terms of use available on the PRAXINOS website accessible here [<https://praxinos.coop/tou>]. In the event that the User's Account is closed/terminated in accordance with the terms and conditions of use of the website [<https://praxinos.coop/tou>], the User acknowledges that he/she will no longer be able to access all or part of the functionalities, Content and Services of Praxinos Launcher.

## **ARTICLE 4. INTELLECTUAL PROPERTY**

**4.1.** All trademarks, photographs, texts, comments, illustrations, images whether animated or not, video sequences, sounds, as well as all computer applications that may be used to operate Praxinos Launcher and more generally all Content and Services and elements reproduced or used on Praxinos Launcher are protected by the laws and international conventions in force relating to intellectual property rights. They are the full and complete property of PRAXINOS and/or its partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of PRAXINOS, is strictly prohibited. The fact that PRAXINOS does not initiate proceedings as soon as it becomes aware of such unauthorized use does not constitute acceptance of said use and waiver of legal action.

**4.2.** Users shall not, in particular, :

- Reproduce, modify, adapt, distribute, publicly display or disseminate Praxinos Launcher and/or its Content and Services, except as expressly authorized by PRAXINOS;
- Decompile or reverse-engineer Praxinos Launcher and/or its Content and Services, subject to the exceptions provided for by applicable law;
- Extract or attempt to extract (in particular by using data robots or any other similar data collection tool) a substantial part of the data from Praxinos Launcher and/or the Contents and Services.

**4.3.** Notwithstanding the foregoing, PRAXINOS grants the User a non-exclusive, personal, non-transferable, worldwide right to access and use the Praxinos Launcher functionalities and the Content and Services for the exclusive purpose of executing these TOU, for the entire duration of the contractual relationship between PRAXINOS and the User under these TOU.

## **ARTICLE 5. SETTING UP HYPERTEXT LINKS**

**5.1.** Despite all the necessary precautions taken by PRAXINOS, the User acknowledges that any information accessible on the Internet through a link to a third-party website outside of Praxinos Launcher and/or its Contents and Services is not under the control of PRAXINOS, which disclaims all responsibility for their content(s).

**5.2.** Praxinos Launcher may provide links to PRAXINOS' website. The User is invited to review the legal notices, general terms of use, and general terms of sale of the website, as well as the privacy policy specifically applicable when accessing, browsing, and prior to making any purchase of content or services through that website.

## **ARTICLE 6. RESPONSABILITIES**

**6.1. Responsibility of PRAXINOS:** Downloading, accessing and using Praxinos Launcher requires the User to have Internet access and a device with sufficient technical performance. PRAXINOS cannot be held responsible for any malfunction of the User's device or compatibility problems between Praxinos Launcher and a device that does not meet the technical requirements. PRAXINOS is not responsible for any breakdowns, interruptions or malfunctioning of the services of the User's internet service provider, nor for any cause outside of PRAXINOS that may interrupt or degrade access to the Content and Services and Praxinos Launcher.

**6.2. Within the limits allowed by law, the User declares to accept and acknowledge:**

- That their use of Praxinos Launcher and the Contents and Services is at their own risk and under their full responsibility; Praxinos Launcher being provided and accessed "as is";
- That it is their responsibility to take all appropriate measures to protect their own data and/or applications from potential virus contamination through Praxinos Launcher and/or through the Contents and Services;
- That they are informed that Praxinos Launcher and/or the Contents and Services may be subject to modifications and updates of any kind made by PRAXINOS to, notably, account for changes in the technological, commercial, administrative, regulatory, or legal context, or for reasons related to the security of Praxinos Launcher's systems and/or information; PRAXINOS has the discretionary right to provide such modifications and updates, and the User has no right to demand them. PRAXINOS also draws the User's attention to any exceptional risk of receiving unwanted messages or messages purporting to be from PRAXINOS. The User must be attentive and vigilant in order to avoid becoming a victim of fraud and inform the PRAXINOS support service if necessary.

**6.3. Responsibility of the User:** Throughout the use of Praxinos Launcher and the Content and Services, the User undertakes to:

- To be honest and sincere in his declarations and information concerning himself;
  - Not to use Praxinos Launcher and/or the Contents and Services with a view to carrying out fraudulent acts;
  - Not to infringe the applicable regulations relating to intellectual property and personality rights;
  - To comply with the laws and regulations in force;
  - Not to undermine, in any way whatsoever, the normal progress of the provision of the Contents and Services as well as the Praxinos Launcher infrastructures;
- The User is solely responsible for his actions and any other content that he publishes, where applicable, via Praxinos Launcher and/or via the Content and Services.

**6.4.** If PRAXINOS is held liable for the User's failure to comply with his or her obligations, whatever their nature, the User guarantees PRAXINOS against any judgement pronounced against it, arising from the User's infringement of the applicable regulations or these TOU.

## **ARTICLE 7. TOLERANCES**

Il est formellement convenu que toute tolérance ou renonciation d'une des Parties, dans l'application de tout ou partie des engagements prévus aux présentes TOU, quelles qu'en aient pu être la fréquence et la durée, ne saurait valoir modification des présentes TOU, ni générer un droit quelconque.

## **ARTICLE 8. NOTIFICATION – CONTACT**

For any notification (questions, claims, technical support), the parties will exchange electronically using the following means:

- For PRAXINOS: via the contact form on the website <https://praxinos.coop/contact> or the email address [contact@praxinos.coop](mailto:contact@praxinos.coop)

- For the User: The email address provided at the time of Account opening or, if not available, any other email address communicated upon request by PRAXINOS. The User agrees to provide a valid email address and to check it regularly.

#### **ARTICLE 9. EVIDENCE AGREEMENT**

**9.1.** Communications made via email are valid means of communication and accepted as evidence by the User and PRAXINOS.

**9.2.** All information recorded in PRAXINOS' computer databases have, until proven otherwise, the same probative value as a written document signed on paper, both in terms of their content and the date and time they were made and/or received. These unalterable, secure, and reliable records are stored and preserved in PRAXINOS' computer systems.

**9.3.** PRAXINOS' documents reproducing this information, as well as copies or reproductions of documents produced by PRAXINOS, have the same probative value as the original, until proven otherwise.

#### **ARTICLE 10. LANGUAGE OF THE CONTRACT**

The Parties submit this contract to French law, which is drafted in the French language. In the event of a translation of these TOU, the French version shall prevail in the event of a conflict of interpretation.

#### **ARTICLE 11. APPLICABLE LAW – DISPUTES**

**11.1.** These TOU are subject to French law, to the exclusion of any other legislation to the extent permitted by conflict of laws rules.

**11.2.** In order to find a mutually agreed-upon solution to any dispute that may arise concerning the conclusion, interpretation, execution, and/or termination of these TOU, the parties shall first attempt to resolve it amicably.

**11.3.** IN THE ABSENCE OF A FRIENDLY SETTLEMENT AGREED UPON BETWEEN THE PARTIES, THE DISPUTES SHALL BE SUBMITTED TO THE COMPETENT FRENCH COURTS UNDER THE REGULAR LEGAL CONDITIONS, UNLESS MORE FAVORABLE MANDATORY PROVISIONS APPLY TO THE USER.

**11.4.** These TOU describe certain rights. The User may have other rights granted by mandatory laws applicable in their country of residence or establishment. These TOU do not modify those rights if mandatory laws do not allow it. Any limitations and exclusions of warranties and remedies provided in these TOU may not apply to the User under the mandatory laws applicable in their country of residence or establishment.