

GENERAL CONDITIONS FOR THE USE OF SkyReal WEBSITE

1. **Purpose**

The purpose of the general conditions of website use (hereinafter referred to as "GCU") is to define the terms and conditions of use of the services offered (hereinafter the "Services") on the SkyReal website (hereinafter referred to as the "Site"), and to define the rights and obligations of the Parties ("Parties" mean SkyReal and the User) within this context.

In particular, they can be directly accessed and printed at any moment by using of the following link:

<https://sky-real.com/terms-and-conditions/CGU.pdf>

They may be supplemented, if necessary, by conditions of use specific to certain Services. In case of contradiction, the special terms of use of such services shall prevail over these GCU.

2. **Operator of Services**

The Services are operated by SKYDEA, a Société par Actions Simplifiée (SAS) organized and existing under the French law, with the registered capital of Euros 109,550.00 and registered with the French RCS (Registre du Commerce et des Sociétés) under the number 833 742 919 RCS Paris, having its registered office at 53 rue Condorcet 75009 Paris, France, (hereinafter referred to as "SkyReal").

SkyReal can be contacted at the following electronic address:

support@sky-real.com

3. **Access to Site and Services**

Services are available, subject to restrictions on the Site:

- to any natural person with full legal capacity to commit under these GCU. The natural person who does not have full legal capacity can only access the Site and the Services with the agreement of their legal representative;
- to any legal person acting through a natural person having the legal capacity to contract in the name and on behalf of the legal person.

Any natural or legal person authorized to access the Services under the conditions defined in article 5.1 is hereinafter referred to as the "User".

Any natural or legal person other than the User will be considered a third party has u under these GCU.

4. Acceptance of the general conditions for the use of SkyReal Website (GCU)

The acceptance of these GCU is materialized by a check box in the registration form. This acceptance can only be full. Any membership subject to reservation is considered null and void. The User who does not agree to be bound by these GCU should not use and is not authorized to use the Services.

5. Registration on the Site

5.1 For the use of the Services, the User shall have to register on the Site using the form provided for this purpose. The User shall have to provide all of the information marked as mandatory. Any incomplete registration will not be validated.

The registration leads to the opening of an account in the name of the User (hereinafter referred to as the "Account"), giving it access to a personal space (hereinafter the "Personal Space") which allows it to manage its use of Services in a form and according to the technical means that SkyReal deems most appropriate for rendering said Services in a standard form, that is to say not offered for the sole intention of a User.

The User guarantees that all the information it gives in the registration form is exact, up-to-date and sincere and is free of misleading character.

It undertakes to update this information in its Personal Space in the event of modifications, so that it always corresponds to the abovementioned criteria.

The User is informed and accepts that the information entered for the purpose of creating or updating its Account is proof of its identity. The information entered by the User commits it upon validation.

A natural person or a legal person may, however, be the subject of only one registration as a User and shall designate as contact point of SkyReal only one administrator. The same legal entity can only have several Users insofar as it registers each of them individually in order to open for each of them an Account as defined above giving it access to a Personal Space

5.2 The User can access its Personal Space at any time after it identifies itself with its login and password

The Personal Space allows the User in particular:

- i) to find support information;
- ii) to download software updates
- iii) to retrieve contractual information (if applicable);
- iv) to report and follow up on incidents;
- v) to share comments with other Users in a forum.

The User undertakes to use the Services personally and not to allow any third party to use them in its place or on its behalf, unless it bears full responsibility for them.

It is also responsible for maintaining the confidentiality of its username and password. It shall have to contact immediately SkyReal at the coordinates mentioned in article 2 hereof if it notices that its Account has been used without its knowledge. It recognizes the right of SkyReal to take all appropriate measures in such a case.

6. Description of provided Services

The User has access to the Services described on the Site, in a form and according to the functionalities and technical means that SkyReal deems most appropriate for the User.

The Services are provided to the User free of charge.

7. Data

The User recognizes and expressly agrees that the data collected on the Site and on SkyReal computer equipment is proof of the reality of operations performed under these GCU.

The User can access the aforementioned data in its Personal Space.

8. Obligations of the User

Without prejudice to other obligations under these GCU, the User undertakes to comply with the following obligations:

8.1 The User undertakes, in its use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties and/or public order.

It is in particular solely responsible for the good achievement of all formalities, in particular administrative, fiscal and/or social and all payments of contributions, taxes of any kind which incumbent upon it, if any, in connection with its use of the Services. SkyReal may in no case be held liable for this purpose.

8.2 The User agrees to have acknowledged characteristics and constraints, in particular technical, to all Services. The User is solely responsible for its use of the Services.

8.3 The User is informed and accepts that the implementation of the Services requires that it is connected to Internet and that the quality of the Services depends directly on this connection, for which the User is solely responsible.

8.4 The User is solely responsible for any form of content (editorial, graphics, audiovisual or other, including the name and/or the picture, possibly chosen by the User to identify itself on the Site) that it broadcasts under the Services (hereinafter referred to as the "Contents").

It guarantees SkyReal that it has all the rights and authorizations necessary for the dissemination of the Contents.

It undertakes that said Contents are lawful, don't infringe public order, accepted principles of morality and / or the rights of third parties, don't infringe any legislative or regulatory provision and, are not in any way to bring into play the civil or criminal liability of SkyReal.

Consequently, the User retrains from broadcasting in particular and without this list being exhaustive:

- Pornographic, obscene, indecent, shocking or unsuitable Content for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist;

- Counterfeit Content;
- Content that infringes the image of a third party;
- untruthful, deceptive Content or proposing or promoting illegal, fraudulent or deceptive activities;
- Content harmful to third party computer systems (such as viruses, worms, Trojans, etc.);
- and more generally Content likely to infringe the rights of third parties or to be prejudicial to third parties, in any way and in any form whatsoever.

8.5 The User is also solely responsible for relations that it may establish with other Users and for the information that it communicates to them within the framework of the Services. It is incumbent upon it to exercise the appropriate prudence and discernment in these relationships and communications. The User also undertakes, in its exchanges with other Users, to respect the usual rules of politeness and courtesy.

8.6 The User undertakes to make strictly personal use of the Services. Consequently, it refrains from assigning, granting or transferring all or part of its rights or obligations under these GCU to a third party, in any way whatsoever.

8.7 The User undertakes to provide SkyReal with all the information necessary for the proper performance of the Services. More generally, the User agrees to cooperate actively with SkyReal for the good performance of these GCU.

8.8 The User acknowledges that the Services offer it an additional solution but no one alternative ways that it already uses in addition to achieving the same goal and that additional solution no substitute for these other means and that consequently, the responsibility of SkyReal cannot in any way be engaged and no consequence of any kind whatsoever can be attributed to SkyReal in the event that the User does not take into account this non-alternative possibility.

8.9 The User must take the necessary measures to save by its own means the information from its Personal Space which it deems necessary, of which no copy will be provided by SkyReal.

8.10 The User is informed and agrees that the implementation of the Services requires that it is connected to Internet and the quality of Services directly depends on the said connection, which it alone is responsible.

9. User Guarantee

The User guarantees SkyReal against any complaints, claims and/or actions whatsoever that SkyReal may suffer as a result of the violation by the User of any of its obligations or guarantees under these GCU.

The User undertakes to compensate SkyReal for any damage it would suffer and to pay it all costs, charges and / or convictions that it may have to bear as a result.

10. Prohibited behaviors

10.1 It is strictly prohibited to use the Services for the following purposes:

- the exercise of illegal and/or fraudulent activities or activities which infringe the rights or security of third parties;
- breach of public order or violation of the laws and regulations in force;

- intrusion into the computer system of a third party or any activity likely to harm, control, interfere, or intercept all or part of the computer system of a third party, violate its integrity or security;
- sending unsolicited emails and/or prospecting or commercial solicitation;
- manipulations intended to improve the referencing of a third party website;
- assistance or incitement, in any form and in any way, to one or more of the acts and activities described above;
- and more generally any practice diverting the Services for purposes other than those for which they were designed.

10.2 It is strictly forbidden for the Users to copy and/or divert for their own purposes or those of third parties, concept, technology or any other element of Site and/or perform any other operation not expressly authorized by law or by these GCU.

10.3 Are also strictly prohibited:

- (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services;
- (ii) any intrusion or attempted intrusion into SkyReal systems;
- (iii) any diversion of Site system resources;
- (iv) all actions likely to impose a disproportionate burden on the latter's infrastructure;
- (v) any breach of security and authentication measures;
- (vi) any act likely to prejudice the rights and financial, commercial or moral of SkyReal or users of its Site; and finally more generally
- (vii) any breach of these GCU.

10.4 It is strictly forbidden to monetize, sell or lease or grant to a third party all or part of the access to the Services or to the Site, as well as information that is housed and/or shared.

11. Penalties for breaches

In the event of a breach of any of the provisions of these GCU or more generally, of violation of the laws and regulations in force by a User, SkyReal reserves the right to take any appropriate measure and in particular:

- (i) to suspend or terminate access to the Services of the User, author of the breach or offense, or having participated in it;
- (ii) to delete any content posted on the Site;
- (iii) to publish on the Site any information message that SkyReal deems useful,
- (iv) to notify any relevant authority;
- (iv) to initiate any legal action.

12. Liability and guarantee of SkyReal

12.1 SkyReal undertakes to provide the Services diligently and in accordance with the professional and ethical rules, it being specified that it weighs on it an obligation of means, to the exclusion of any obligation of result, what the Users expressly recognize and accept.

12.2 SkyReal is unaware of the Contents posted by Users under the Services, on which it does not make any moderation, selection, verification or control of any kind and in which it only intervenes as a hosting provider.

Consequently, SkyReal cannot be held responsible for the Contents of which the authors are third parties, any possible complaint having to be directed in the first place to the author of the concerned Contents.

The Contents prejudicial to a third party may be notified to SkyReal according to the procedures provided for by article 6-I- 5 of the amended law n ° 2004-575 of June 21, 2004 for Confidence in Digital Economy, SkyReal reserves the right to take the measures described in article 11.

12.3 SkyReal declines any responsibility in the event of possible loss of the information accessible in the Personal Space of the User, this one having to save a copy and not being able to claim any compensation in this respect.

12.4 SkyReal undertakes to carry out regular checks to verify the functioning and accessibility of the Site. As such, SkyReal reserves the right to interrupt temporarily access to the Site for maintenance reasons. Similarly, SkyReal cannot be held responsible for difficulties or impossibilities momentary access to the Site that would originate in circumstances that are external, force majeure, or that would be due to disruptions in telecommunication networks.

12.5 SkyReal does not guarantee to Users:

- (i) that the Services, subject to constant research to improve in particular performance and progress, will be completely free from errors, vices or defects;
- (ii) that the Services, being standard and in no way offered to the sole intention of a given User according to its own personal constraints, will specifically meet its needs and expectations.

12.6 In any event, the liability likely to be incurred by SkyReal under these GCU is expressly limited to only proven direct damage suffered by the User.

13. Intellectual property

The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, brands, database, etc.) operated by SkyReal within the Site are protected by all rights of intellectual property or rights of producers of databases in force. All disassembly, decompilation, decryption, extraction, reuse, copies and more generally, all acts of reproduction, representation, dissemination and use of any of these elements, in whole or in part, without the authorization of SkyReal are strictly prohibited and may be subject to legal proceedings.

14. Personal data

SkyReal practice a policy of protection of personal data whose characteristics are explained in the document entitled "Privacy policy" that the User is expressly invited to read on the Site.

15. Advertising

SkyReal reserves the right to insert on any page of the Site and other communication to Users all advertising or promotional messages in a form and under conditions for which SkyReal shall be only judge.

16. Links and websites related to third parties

SkyReal will in no case be held responsible for the technical availability of the websites or mobile applications operated by third parties (including any partners) to which the User would access via the Site.

SkyReal does not accept any responsibility for the content, advertising, products and/or services available on such third party websites and mobile applications, which it is reminded that they are governed by their own conditions of use.

SkyReal is not liable for transactions between the User and any advertiser or professional or trader (including any partners) to which the User is guided through the Site and in any case would not be a party to some possible disputes whatsoever with these third parties concerning in particular the delivery of products and / or services, guarantees, declarations and any other obligations to which these third parties are bound.

17. Duration of Services, unsubscription

The Services are subscribed for an indefinite period.

The User can unsubscribe from the Services at any time, by sending a request to this effect to SkyReal by email, at the contact details mentioned in article 2.

The unsubscription is effective immediately. It results in the automatic deletion of the User Account and, within the framework of European Regulation 679/2016 relating to the General Data Protection Regulation (GDPR), personal data thereof.

18. Modifications

SkyReal reserves the right to modify these GCU at any time.

The User will be informed of these modifications by any useful means.

The User who does not accept the modified GCU must unsubscribe from the Services according to the methods provided for in article 17.

Any User who uses the Services after the entry into force of the modified GCU is deemed to have accepted these modifications.

19. Language

These GCU are drafted in English. The GCU being governed by the laws of France (see article 20), a French version can be provided to the User on its request.

In the event of a translation of these general conditions into one or more language other than English or French language, the language of interpretation will be the French or the English language in the event of contradiction or dispute over the meaning of a term or a provision.

20. Applicable law and jurisdiction

These CGU are governed by French law.

In the event of a dispute over the validity, interpretation and/or execution of these CGU, the Parties agree that the courts of Paris will be exclusively competent to judge, unless there are contrary mandatory procedural rules.

21. Entry into force

These GCU come into force on their date of acceptance by the User.