

The company ACCELIZE, a wholly owned subsidiary of PLDA Group, a French simplified joint-stock company with a capital of 1 euro, registered in the Aix en Provence Trade and Companies under number 824 226 955, whose registered office is located at 805, av J.R.G.G de la Lauzière 13290 AIX EN PROVENCE, operates a site available at accelstore.accelize.com (hereinafter referred to as "the Site"), on which the company ACCELIZE sells Accelerator Functions (hereinafter referred to as "Product"), which are targeted at professionals.

By accessing the Site, the User, defined as any person visiting the Site and/or who have created an account on the Site, acknowledges being an adult having more than eighteen (18) years. The User is informed that he must take in charge the cost of telecommunication enabling him to access the Internet.

Access to the Site implies irrevocable acceptance of the present terms and conditions, that each User acknowledges having taken notice. The company ACCELIZE reserves the right to change, at any time and at its sole discretion, the present terms and conditions. The terms and conditions applying are those contained on the Site at the time the User accesses the Site or creates an account.

While connecting to the Site, the User undertakes to respect the provisions of the present terms and conditions. Otherwise, the User undertakes to leave the Site.

The company ACCELIZE provides a copy of the present terms and conditions on a durable medium downloadable on the Site, but also when the User creates its account on the Site, which any User acknowledges and agrees on. The User also agrees on receiving any information regarding the implementation of the present terms and conditions by email.

The present preamble forms an integral part of the terms and conditions.

1. Subject

The present terms and conditions describe the condition of use of the Site.

2. Entry into force / Duration

The present terms and conditions apply to each User since its access to the Site, and remains into force until the end of the rights and obligations held by one or the other party.

3. Evaluation

If the User wants to test the Products, he can obtain free credits to operate the product through the creation of an AccelStore account, following the steps below:

1/ The User must create a user account on the Site by filling out a form containing personal data.

2/ Before confirming the creation of the user account, the User must accept the present terms and conditions of use by checking the box « I have read and fully accept the terms and conditions ».

The company ACCELIZE will then proceed to the validation and the activation of the account, which the User will be notified by email.

The User guarantees to the company ACCELIZE the veracity of the information provided when the account is created. The User undertakes to update his personal information, so that they remain truthful.

The User also undertakes not to register several times with different email addresses, for the User could not benefit from a free credits for the operation of the Products more than once. If the company ACCELIZE identifies that a User has subscribed to a free credits for the operation of the Products more than once, the company ACCELIZE will cut off access to the Products so that the User will not be able to use it anymore. If the User wants to continue to use the Product, he has to purchase paid credits.

3.1 Personal data

The User is informed that personal data he provides when he creates his account or on the Site, are subject to a treatment made by the company ACCELIZE for administrative or commercial purposes or to make statistics. This treatment has been declared to the French Commission Nationale de l'Informatique et des Libertés (CNIL).

The company ACCELIZE reserves the right to send the User a newsletter or offers related to services proposed on the Site, electronically, sent to the address mentioned by the User on the Site. If the User does not wish to receive newsletter or offers anymore, he may at any time oppose it by clicking a web link provided for this purpose on the email containing the newsletter or the offer.

According to the French law « Informatique et Libertés » dated the 6th of January 1978, the User has a right to access, correct and delete his personal data, which he may exercise at any time, by sending such request at the following address: info@accelize.com.

While creating his account, the User may enter his phone number. The User is informed that he can freely register on an opposition list to telephone solicitation in an organisation in charge of this list. To be included in this list, the User will have to contact the organisation in charge of this list.

The User is informed that cookies are used to enable the navigation on the Site taking into account the User's identity and internet browsing history. The pursuing of the navigation on the Site means that the User agrees to the deposit of cookies on his machine.

4. Intellectual Property

The entire Site and its content, including the trademarks, logo, trade name, the Product, are the exclusive, full and entire property of the company ACCELIZE, or of any third party to whom they belong. Any reproduction, representation, diffusion, exploitation, marketing, and more generally any use of any material present on the Site, in whole or in part, is strictly prohibited.

Access to the Site confers no right to the User whatsoever.

The User shall not do any act of infringement, unfair competition or parasitism toward the company ACCELIZE, and shall not libel or slander the company ACCELIZE.

4.1 Conditions of use of the Products

The Products are and remain the company ACCELIZE's entire property. The Products may contain materials belonging to third parties; third parties remain complete owners of material belonging to them.

The use of the Products is not free, and requires to take purchase paid credits with the company ACCELIZE, which can be made online on the Site. The paid credits will define the conditions of use of the Products.

The User can benefit from free credits for evaluation purposes only, under the conditions defined below.

4.2. Evaluation Credits

The company ACCELIZE grants the User, a limited right of use, non exclusive, temporary, for its own internal use only, to allow him to test the Products. Once the number of credits expires, the User will not be able to use the Products anymore, unless he purchases paid credits from ACCELIZE.

Under the right of use granted, the User agrees not to reproduce, permanently or temporarily, the Products, for loading, displaying, running, transmitting or storing the Products. The User refrains from doing reverse engineering and from decompiling the Products.

The User shall not make backup copies of the Products. The User also undertakes not to remove any mention of copyright that would appear on the Products.

Under the present conditions, the User is not authorized to sell, lend, lease, sublicense or distribute in any way the Products.

The company ACCELIZE reserves the right to correct any errors on the Products. The company ACCELIZE gives no guarantee on the Products.

The Product, on its evaluation version, is furnished as is, and the company ACCELIZE disclaims all warranties, express or implied, including warranty of non-infringement, merchantability, fitness for a particular purpose, absence of error or product malfunction.

5. Hypertext link

The insertion of a hypertext link to the Site requires obtaining the prior written consent of the company ACCELIZE. In any case, the link should only point to the home page of the Site.

6. Liability

The company ACCELIZE disclaims all liability for the content of sites accessed via hyperlinks on the Site, and shall not be held liable for any damage suffered by the User in connection with the use of third party sites.

Though the company ACCELIZE makes every effort to make available to Users reliable information, the company ACCELIZE cannot guarantee its accuracy or completeness. The information contained on the Site are provided as is and does not contractually bind the company ACCELIZE, which assumes no responsibility regarding the use of the information on the Site by a User.

The company ACCELIZE also reserves the right to perform maintenance on the Site, at its sole discretion, which can lead to downtime of the Site, and shall not be held liable in this regard.

7. Force majeure

The obligations of the company ACCELIZE will be suspended in case of force majeure with no possibility for the User to seek the liability of the company ACCELIZE.

8. Limits of the Internet

The User acknowledges having knowledge of the characteristics and the limits of the Internet, the possible presence of viruses, the potential loss of data and possible misuse of User's data due to piracy. The same applies in case of difficulties of access to the Site or malfunction of the Site, including related to piracy. Given the characteristics of the Internet, the company ACCELIZE disclaims all liability in particular in case of viruses, computer failure, data loss or unavailability of the Website.

9. Modification of the Site and its contents

The company ACCELIZE reserves the right to modify or cancel at any time, the whole or part of the Site and its contents, the right for users to benefit from free credits for the operation of the Products, without giving right to any compensation for the benefit of the User.

10. Convention on proof

The User acknowledges and agrees that the information contained in the computer systems of the company ACCELIZE have the same probative value as paper documents, regarding the acceptance and implementation of the present terms and conditions and the relationship between

the company ACCELIZE and the User. Archiving of electronic documents is made on a reliable and durable medium which can be produced as proof.

11. Independence of the provision of the terms and conditions

If any provision of these terms and conditions were to be declared void or unenforceable due to a court decision or the application of a law or regulation, the remaining provisions of these terms and conditions will remain into force.

12. Applicable law / competent jurisdiction

These terms and conditions shall be exclusively subject to French law.

IF THE USER IS A PROFESSIONAL, FAILURE TO REACH A MUTUAL AGREEMENT BETWEEN THE PARTIES, ANY DISPUTE RELATED TO THESE TERMS AND CONDITIONS SHALL BE SUBMITTED TO THE COMPETENT COURTS OF AIX-EN-PROVENCE IN FRANCE, EVEN IN CASE OF MULTIPLE DEFENDANTS AND GUARANTEE CALLS INCLUDING EMERGENCY PROCEDURES AND ENFORCEMENT PROCEDURE, ON SUMMARY PROCEDURE OR ON APPLICATION.