

**GENERAL TERMS AND CONDITIONS
OF SALE OF PRODUCTS AND PROVISION OF ONLINE SERVICES**

The French version is the only legally valid binding version.

Last updated 24/05/2018

These General Terms and Conditions (hereinafter "the terms and conditions") govern all orders (hereinafter "order(s)") of products and/or services on the site <https://enlaps.io/> (hereinafter the "website")

By:

The Customer

Namely : a natural person of at least 18 years old who has legal capacity, or a legal entity, represented by its legal representative, holder of an account on <https://enlaps.io/> website, and who has previously and unreservedly accepted the present General Terms and Conditions of Sales of Products and Provision of Online services at the time of the order, acceptance materialized by a click of the "*I have read and accept the General Terms and Conditions of Sale of products and provision of online services*" checkbox. Before acceptance of the present General Terms and Conditions, this person is referred to "**the User of the Site**".

The Customer may be either:

- a professional (hereinafter the "professionals"): i.e. any natural person or legal entity, represented by its legal representative, who acts for purposes its commercial, industrial, a liberal or agricultural activity.
- a consumer (hereinafter ' the consumers'): namely, any natural person acting for purposes which are not in its commercial, industrial, craft, liberal or agricultural activity.

The consumers and professionals being hereinafter collectively referred to "Client(s)", subject, however, to the specific conditions provided for by these General Terms and Conditions of sale or the laws applicable to consumers.

With:

Enlaps company

Joint-stock company, with a capital of 200 000 euros

Registered in the Trade and Companies Register of Grenoble under number 813 731 262,

Headquartered: Le Tarmac, 29 chemin du Vieux-Chêne, 38240 Meylan, VAT number: FR 36 813731262

Owner of products and online services and editor of the website <https://enlaps.io/>

Represented by Antoine Auberton, acting as President, and Director of the publication, duly authorized for the purposes hereof.

Hereinafter referred to as "Enlaps" or "the Seller."

The order and these General Terms and Conditions forming jointly the 'Agreement '.

These General Terms and Conditions apply to all orders from the Customer, excluding any other condition.

(1) Description of products and services sold online

Products

Enlaps company sells Tikee cameras and accessories (hereinafter the "product(s)"), to create timelapses. i.e. accelerated videos from photographs takené at regular intervals.

Free services

Enlaps provides free of charge online services available in SaaS mode from the web platform Enlaps: <https://my.enlaps.io> (hereinafter referred to as the "web platform" or "web Application" or "Solution") and Enlaps mobile application allowing the Client to:

- control and set up the Tikee camera
- import, view, store and publish images and / or videos, including timelapses made from images transmitted by wifi or 4 LTE, from a Tikee camera (Tikee or TikeePRO) or 4G LTE (TikeePRO) by a camera of the User.

Premium services

In addition to the free online services, Enlaps provides also for a fee Premium services (hereinafter the "Service(s)"), in the form of a subscription for a minimum of one year, allowing the Customer to benefit from the web platform, additional features to those available for free, such as videos private link sharing - download video in high quality - superior storage capacity - the right to put a custom watermark different than Enlaps watermark.

All Premium Services in effect are specified on the Website Enlaps.

The online order of a product is independent of the order of Services of Enlaps Solution.

Enlaps provides the information, features and key features of each product or service offered on the website, in the related data sheets.

Photographs, images and illustrations of the products and services displayed on the Site may not ensure a perfect reproduction of the products and Services provided online and therefore have no contractual value.

(2) Product availability

During the order process, Enlaps is committed to make every effort to provide the Customer with information about the availability of the different products.

In case of unavailability revealed after placing the order, the Customer will be informed as soon as possible by email and will indicate, if any, the extra delivery time caused by the unavailability of the products. In the event that the additional delivery time does not coincide with the possible time requirements of the Customer, he can contact the Customer service by email (contact@enlaps.fr) or from the contact form of the Site, to inform him of his deadline requirements and identify the consequences of the extra delivery time.

(3) Creation of the Client account - closing

To place an order for a product or service, the User of the Site must create an account on the Website Enlaps and fill in the details (name, surname, e-mail address, mailing address, billing address, phone number).

When creating his account, the User of the Site agrees by checking the dedicated box, the present General Terms and Conditions as well as the Privacy Policy which can read in Annex 1 of these General Terms and Conditions.

Each User of the Site can only create a single Enlaps Client account. It ensures that personal information is accurate, sincere and up-to-date. All the fields in the account creation form must be filled except for the indicated fields as optional. Failure to answer will result in no account creation. All information should be accurate.

When the User of the Site creates an account, he receives a confirmation of account creation email the same day. Enlaps reserves the right to remove any account that does not respect these conditions.

Prior to activation of the Customer account as well as at any time during the contract, Enlaps reserves the right to control the accuracy of the information provided by the Customer, and ask for supporting documents. Enlaps reserves the right not to activate or disable the account if incomplete, erroneous or fraudulent Information.

(4) The steps of the order of products and online services

To place an order on the Site Enlaps, the Customer proceeds as follows:

- (1) From the Eshop page of the Site, selection of the product(s), desired quantities (20 as a maximum), possible selection of a subscription to a Service,
- (2) Click on the "add to cart" button
- (3) Click on the shopping cart in the top right, with the possibility to change the selection and quantities
- (4) Creation of Customer account (name, first name, e-mail address, mailing address, phone number) or account login
- (5) For the product order, add the delivery address, if different from the billing address
- (6) For the product order, review and select the mode of delivery if selectable
- (7) If necessary, fill in the field dedicated to the VAT number
- (8) Read these General Terms and Conditions and the Privacy Policy
- (9) Check the box: *"I have read and I accept the General Terms and Conditions of sale of products and provision of online services and Privacy Policy."*
- (10) Check the "Order summary" page with possibility to modify the products in the shopping cart
- (11) The payment methods: by credit card (credit card, Visa, Mastercard) by PayPal or Mercanet
- (12) After checking the order, definitely confirm the order by clicking on the button "Confirm and pay" - order with payment obligation
- (13) Make the payment in the conditions indicated on the Site

Up to the 'Payment' step, the Customer can modify the order, including any errors in its data entry, by returning to the previous screens.

The final acceptance of the order is done by clicking on the button "Confirm and pay" before entering the bank details (credit card number and expiration date or confirmation of payment on the PayPal account).

(5) Confirmation of the order

A confirmation of the order is submitted on the Site after its final acceptance by the Customer. The confirmation of the order includes a summary of the contents of the order, number, date and time of the order, the means of payment used, the detailed amount of the order, as well as the billing address, and for products, delivery address of the Customer.

The confirmation of the order is sent at the same time to the Customer by email, to the provided email address.

Enlaps reserves the right to block an order, especially in case of suspicion of fraud or proven fraud (compromise of credentials, etc.).

(6) Modify the order

The Customer cannot cancel or modify its order after the submitted confirmation on the Site, with the exception of the limiting cases below. Nevertheless, the Customer Service remains attentive to the Customer to help him find the best solution.

For products, the Customer may request to modify the delivery address, on the condition that this request is made to no later than the day after the date of the order confirmation, by contacting the Customer by email: contact@enlaps.fr or by phone at + 33 04 76 90 76 27 (price of a local call from a landline) during the opening hours of Customer service, from Monday to Friday, from 9: 00 to 17: 00

(closed Saturdays, Sundays and holidays). If the order is passed a Saturday, a Sunday or a holiday, the modification of the delivery address request is possible next business day. No modification of the delivery address is possible if the above conditions are not met.

(7) Archiving of the order

Every order is archived by Enlaps on a durable medium for a period of two years from the order. At any time, the Client can access the details of his orders from his User account from the Site or by sending an email to the Customer Service at the following address: contact@enlaps.fr

(8) Convention of proof

All data and computer or digital files saved on the infrastructure of the Site shall prevail between Enlaps and the Customer for the evidence of the facts to which they relate.

(9) Prices of products and Services

Prices appearing on Enlaps Site are prices in Euros, including the processing fees for the Order and all taxes, including VAT and law and taxes in force, excluding any duty-free import for products, which are specified on the Site at the date of the order. Any change in the rate of these taxes will be passed on to the price of the products.

Before validating the Order of a Product, the Customer is informed of the transport price and the total price to be paid (VAT, taxes and transport costs included).

The price of the Services includes the cost corresponding to the right of access and use granted by Enlaps to the Customer.

Enlaps reserves the right to change its prices at any time. However, the prices listed on the Site on the day of the confirmation of the order will be applicable.

Enlaps also reserves the possibility of offering special rates. The conditions and duration of these benefits will be presented on the Site or communicated to Clients and Users of the Site by any other means.

Promotional codes are valid only for the duration and according to the conditions of validity they mention specifically. They cannot be converted to an amount refundable or payable to the Customer. Unless otherwise stated on promotional codes, these cannot be combined with one another when placing an Order.

(10) Payment of the price

The price of the Services is payable in the form of a subscription for a minimum of one year, to the Premium Web Platform, due in full after the validation of the order. In case of renewal of the subscription, the price is that in force on the day of renewal, such as indicated on the Site and is payable in advance the day of such renewal.

The price of the products is due and cashed in full after the validation of the order.

Payments are made online by credit card (credit card, Visa, Mastercard), PayPal or Mercanet.

In the case where payment of the price would be incomplete or iexistent, for a reason attributable to the Customer, the order would be cancelled, access to the premium platform blocked and any resulting costs charged to the latter, without prejudice to potential damages.

(11) Invoices

The Customer is informed and agrees to receive the invoice for the purchase in electronic format. To this end, Enlaps addresses to the Customer, in the confirmation order email, a link to download the invoice electronically for its purchase. This invoice in electronic format will be available in the Customer area for a period of two (2) years and will be then stored on a support lasting for three (3) years, and put at the disposal of the Customer on request.

(12) Potential customs fees for Products

When the Customer orders products to be delivered overseas or outside the European Union it is considered as importing products. As such, he must comply with all the laws and regulations of the country in which he receives the Products. The Customer may be subject to import duties and taxes, which are collected when the parcel arrives at its destination. Additional customs clearance fees may also be charged to him; Enlaps has no control over these fees. Customs policies vary greatly from one country to another, so the Customer must contact the local customs department for more information. In addition, when the Customer places an order on the Enlaps Site, he is considered as the official importer and must respect all the laws and regulations of the country in which he receives the Products.

(13) Delivery of Products

Place of delivery and geographical restrictions

The products are delivered to the shipping address indicated by the Customer when placing the order. The shipping address can be different from the billing address. The products are delivered exclusively in metropolitan France and in the following countries: Germany, Austria, Belgium, Bulgaria, Canada, Cyprus, Croatia, Denmark, Spain, Estonia, United States, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Czech Republic, Slovakia, Slovenia, Switzerland and Sweden.

Delivery time

The maximum period of delivery of the products from the validation of the order is 30 working days, with the exception of pre-orders for which the Client expressly accepts the principle of an estimated delivery date.

In the event of delay of delivery known by Enlaps, the Customer will be informed as quickly as possible by email and will be offered an alternative.

Failure to pay may result in the claim of the Products by Enlaps. The above provisions do not prevent the transfer for the benefit of the Customer of the risk of loss or deterioration of the Products as well as the damage that they could cause from their delivery.

Terms of delivery

Deliveries are made by:

- Colissimo for metropolitan France
- UPS for other countries

For deliveries by carrier: in case of absence of the addressee or parcel too large, a notice will be left in his mailbox and the package will be deposited in the nearest post office. After a period of fifteen (15) days, the package of the Client will be automatically returned to Enlaps.

Shipping charges

Shipping of products are set at a flat rate depending on the location and type of products:

* Delivery in metropolitan France:

 Tikee category = €20

 Accessories category = €10

* Delivery outside metropolitan France:

 Tikee category = €25

 Category accessories = €15

Inspections

The Customer undertakes to check the products at the time of their receipt and to mention any reserves on the delivery, especially in the case of degradation of the parcel or non-compliance with the order. He notifies Enlaps his reserves on the products delivered within a maximum of five (5)

working days following the date of receipt of the products according to the procedure laid down in article 16 below.

(14) Questions and complaints

For any information about the status of the order, for any claim (degradation or non-conformity of the products to the order), the Customer Service is at the disposal of the Customer either by phone (+ 33) 4-76-90-76-27 (price of a local call from a landline, this service is open Monday to Friday from 9: 00 - 12: 00 and 14: 00 - 18: 00 hours (closed Saturdays, Sundays and holidays), or by email: contact@enlaps.fr.

(15) Right of withdrawal

This clause applies exclusively to french consumers or residents in France, as defined in these General Terms and Conditions. Other consumers (non-French or non-resident in France) and Professionals are therefore expressly excluded from the provisions on the right of withdrawal.

Existence of the right of withdrawal

The Customer has a period of 14 calendar days, without having to prove motive, or pay penalties.

* For products:

Short time for the sale of product, starting from the day after receipt of the product and is extended until 1st business day if the period expires on a Saturday or Sunday

The right of withdrawal focuses exclusively on products not altered, in new condition. Thus, any use of the product altering the new condition of the camera then prohibited the exercise of the right of withdrawal.

* For the Services online:

The period runs from the day after delivery to the Customer.

If the Customer consumer wishes of ordered Services to start before the end of the withdrawal period, Enlaps will collect his express request.

The consumer Customer who has exercised his right of withdrawal of an order of Services whose performance has begun at his express request, before the end of the withdrawal period pays the Seller an amount corresponding to the Services provided up to the communication of his decision to withdraw. This amount is calculated in proportion to the total price of the ordered Services.

Exercise of the right of withdrawal

The Customer can use the model of withdrawal below, but this is not mandatory. For the withdrawal deadline, it is sufficient that the Customer notifies in writing its intention to withdraw before the expiry of the period to the email address: contact@enlaps.fr

Model withdrawal form

To the attention of Enlaps company:

I shall notify you hereby my withdrawal from the contract on the sale of the good _____ or / and for delivery of service _____ order (s) and receipt/put at disposal the _____

Name of the Customer _____

Address of the Customer _____

Email _____

Serial number of the products Tikee _____

Date _____

Signature (only in the case of a notification of this form on paper) _____

Where the withdrawal concerns products:

The Customer must return the product, without undue delay and, in any event, no later than 14 days after its electronic notification of withdrawal to Enlaps, to the following address: Enlaps, Le Tarmac, 29 chemin du Vieux-Chêne, 38240 Meylan. France, at its expense and risk, in their original packaging,

accompanied by of all the elements which have been given to the Customer, as well as the following documents.

The return fees of the product(s) will be charged to the Customer. They will be the sum of:

* Delivery in metropolitan France:

Tikee category = €20

Accessories category = €10

* Delivery outside metropolitan France:

Tikee category = €25

Category accessories = €15

The Customer also has the ability to choose a shipping method different than the shipping method proposed by Enlaps itself. The Customer will then support all of the costs of return of this mode of delivery chosen.

Enlaps will refund the Customer of all of the amounts paid under deduction of the expenses of return, at the latest within 14 days from the receipt of the product returned by the Customer, using the same payment method as for the payment, unless requested otherwise express to the Customer for a different payment method.

The responsibility of the consumer can be engaged only in the event of depreciation of the product(s) resulting from manipulations other than those necessary to establish the nature, characteristics and the proper functioning of the good(s).

(16) Damaged products - non-compliance of the Products/Services

Notwithstanding the provisions of article 17 referred below, apply exclusively to French Customers consumers or residents in France, where the product(s) received could be visibly damaged before their unpacking, or not in compliance with the order, under the following conditions:

It is up to the Customer within the period of 5 working days from the receipt of the products and Services, to contact the Customer Service by phone at (+ 33) 4-76-90-76-27 (price of a local call from a landline), or by e-mail contact@enlaps.fr

Enlaps undertakes to refund the Customer or to make an Exchange, if, after verification, claim is well-founded and received on time.

In the event that the Product(s) initially delivered must be returned to Enlaps, the Customer returns it, at his own expense, to the address indicated on the flyer present in the parcel and, if not, at the following address: Enlaps, Le Tarmac, 29 chemin du Vieux-Chêne, 38240 Meylan, France. Enlaps only reimburses the cost of returning the Products if it has first acknowledged that it is responsible for the non-compliance with the Order.

(17) Legal guarantees applicable to the sale of Products to Consumers

These legal guarantees are only for sales of products to French consumers or residents in France, as defined in these General Terms and Conditions. Other Customers - consumers (not French or non-resident in France) and professionals - are therefore expressly excluded from the provisions below.

The consumer Customer benefits from the legal warranty of compliance in accordance with article L.217 -4 to L217-13 of the Code of consumption and the guarantee of hidden defects in accordance with articles 1641 to 1648 and 2232 of the civil Code.

Article L 217-4 of the Code of consumption

The Seller delivers a good in compliance with the contract and is responsible for the defects existing at the time of issue.

It also responds to any lack of conformity resulting from the packaging, the assembly instructions or the installation when it was charged to it by the contract or was carried out under its responsibility.

Article L 217-5 of the Code of consumption

The good conforms to the contract:

(1) If it is specific to the use normally expected of a similar good and, if so:

- If it matches the description given by the Seller and has the qualities that it has presented to the buyer as a sample or model;
- If he has the qualities that a buyer can legitimately expect in view of the public statements made by the Seller, the producer or his representative, particularly in advertising or labelling;

(2) Or if it has the defined characteristics of a mutual agreement by the parties or is any special use sought by the purchaser, to the knowledge of the Seller and that the latter has accepted.

Article I. 217-12 of the Code of consumption

The action resulting from the lack of conformity is prescribed by two years from the delivery of the product.

Article I. 217-16 of the Code of consumption

When the buyer asks the Seller, during the course of the commercial guarantee which has been granted during the acquisition or repair of a chattel, a reclamation under warranty, any period of immobilization of at least seven days complements the warranty period remaining.

This period runs from the request of intervention of the buyer or available for repair of the property in question, if this provision is subsequent to the application for action.

Article 1641 of the civil Code

The Seller is bound to the warranty for hidden defects of the thing sold which render it unfit for the use for which it is intended, or which so impair that use that the buyer would not have bought or not would have given that a lower price, if he had them known.

Article 1644 of the civil Code

In the case of articles 1641 and 1643, the buyer has the choice to make the thing and to refund the price, or to keep the thing and to make it part of the price.

Article 1646 of the civil Code

If the Seller did not know the defects of the thing, he will be held to the restitution of the price, and to reimburse the purchaser the costs caused by the sale.

Article 1648 of the civil Code

The action resulting from redhibitory vices must be brought by the purchaser within a period of two years from the discovery of the defect.

The consumer Customer has two (2) years to assert one or the other of these guarantees. For the lack of conformity, the period starts from the delivery of the product. For hidden defects, the period starts from the discovery of the defect.

If the apparent defect, the lack of conformity or even the hidden defect article, declared by the Customer consumer, is proved, after made expertise, Enlaps will proceed to repair or replace free of charge the product. If unable to repair or replace the product, Enlaps reserves the right to refund the Customer at his own expense.

The Customer is informed that spare parts and products are available for a period of 2 years on the market.

Enlaps cannot be for all held responsible for the misuse and/or intensive use of products that could make the consumer Customer.

No warranty is provided by Enlaps.

(18) Responsibility

Provisions common to the Customers (consumers and professionals)

The Customer realizing orders of product(s) and Service(s) online is solely responsible for the choices he makes. Thus, the Parties agree that the responsibility of Enlaps cannot be held liable because of the inadequacy of a product or Service ordered to the Customer's needs.

The Seller is responsible for the duties expressly imposed as part of the order. The Seller cannot be held responsible in any way whatsoever for the use made by the Customer of the Services and/or results of Services, nor the content of the data that are introduced in the Solution.

The Seller does not guarantee the continuity and the quality of communications with the Customer, including Customer Internet access failures, which are not the responsibility of the Seller. Thus, the Seller's liability cannot be engaged in case of malfunctioning of the communication networks that would have led to delays in the operation of the Solution and/or a loss or destruction, total or partial data.

In any case, the liability of the Seller cannot be sought in case of:

- fault, negligence, omission or fault of the Customer, who would be the exclusive cause of damage,
- malfunction or unavailability of a material or immaterial where one was supplied by the Customer,
- wrong setting of the product by the Customer,
- loss or accidental destruction of data by the Customer or a third party, having accessed to the Solution through the Customer IDs,
- force majeure.

In addition, the Seller can not be held responsible for interruptions of services or related damages:

- abnormal or fraudulent use by the Customer or third parties that require stopping the Service for security reasons;
- trespassing or a fraudulent maintenance of one third on the Solution, or to the illegal extraction of data, despite the implementation of the means of securing conform to the current data of the technique, the Seller support only an obligation of means to the look of the known techniques of security;
- the nature and content of the information and data created and/or provided by the Customer; more generally, Enlaps can in no case be responsible for any data, information, results or analysis from a third party;
- an interruption of the electricity supply or transmission lines due to public or private operators;
- to the operation of the Internet or telephone networks or cable Internet access not implemented by Enlaps.

Special provisions applicable to the only French Customers consumers or residents in France

In accordance with the legal provisions in force, the Seller is responsible for full rights with respect to the consumer Customer for the performance of its contractual obligations. Enlaps responsibility cannot, however, be questioned if the failure or delay in the performance of an obligation is the result of a case of force majeure (especially in the case of natural disasters, fire, strike, internal or external, failure or internal or external breakdowns) or a fact unpredictable and insurmountable of a third party.

Provisions applicable to Professional Clients and foreign Client consumers or not residents not in France

The Seller is subject to a general obligation of means for the execution of the order.

The liability of the Seller will be questioned for fault and for direct damage which would be attributable to the title of the performance or non-performance, even partial, of its obligations under the contract, being specified that the indirect damages are excluded.

Thus, the liability of the Seller can not be sought for any indirect damage, such as including loss of turnover, loss of profit, loss of orders, loss, inaccuracy, or corrupted files or data, loss of a chance, disorder in the image or any other special damage or events outside of its control or any fact not him being not attributable.

By express agreement between the Parties, the Seller's liability is limited, all direct damages combined, to the amount of revenue received by the Seller in respect of the order.

The liability of the Seller under the contract will be prescribed one (1) year from the damaging fact.

(19) Provisions specific to the provision of Services

Duration of Services

The duration of subscription to the online Service is one (1) year, from the order.

Two (2) months before the deadline, Enlaps addresses the Customer a notification by email, to know if he wishes to renew Services. If the Customer responds in the negative or does not intend to renew the Services at least one (1) month before the deadline, the contract will end automatically at the due date.

Deletion of the content stored on the web platform at the end of the contract

If the contract is not renewed, or even terminated, the Client will have one (1) month of prior notice period to realize if he wishes, backup and migration of content stored on the web platform. At the end of the period of one month and at the due date the Customer will no longer access to Premium Services. Enlaps will remove at its sole discretion from this date the content stored on the web platform through to Premium Services. Only content created and stored using the free services in the Solution will be stored.

Right to access and use the Services of the Solution

Enlaps concedes the Customer a right of use in SaaS mode for the Enlaps Solution, accessible via the Web platform, and provides associated Services. The Client accesses to the Services of the Solution, from the site <https://my.enlaps.io>

The Customer will have access to the Solution as a User (hereinafter "User of the web platform") by creating a User account, separate from the Client account.

The Customer must indicate his name, first name, email address and a password, then read and accept the terms of use of the web platform services, by checking the dedicated checkbox.

The login and password of the User of the web platform are strictly personal and confidential. The User of the web platform is committed to keep it secret, to not disclose it in any form and to not transfer it to third parties. Any loss, diversion or use of IDs and password of the User of the web platform, and their consequences, are the sole and entire responsibility of the latter.

The User of the web platform receives an email with a web link to the Solution on his emails inbox to his email address, which he has previously consented to communicate to Enlaps.

The received connection link is valid for use and a duration defined by the User of the web platform, in accordance with its needs. The User of the web platform accesses this last by clicking through its terminal, on the communicated link.

The User of the web platform is committed to inform Enlaps, by any medium and as soon as possible, in case of:

- loss of its ID or password;
- loss of all terminal allowing a third party with no right to the title of this agreement, to access directly or indirectly to the Solution;
- hacking to one or more terminals allowing access to the Solution;
- hacking of the mailbox of the User of the Solution that has the link to connect to the Solution.

The User of the web platform is committed to:

- use the Solution in accordance with these terms;
- do not use the Solution in order to hinder or alter its operation, particularly in the bulky, voluntarily or involuntarily, by the untimely transfer of content;
- do not extract, copy, duplicate, elements and graphics of the Solution, on which only Enlaps has the rights of intellectual property;
- do not introduce malicious files/programs via the Solution.

The User of the web platform is committed not to use the Solution in particular for:

- to advertise unauthorized;
- transmit or send any content that would be illegal or could constitute incitement to the commission of crimes and offenses, defamation and insult, invasion of privacy, or acts endangering minors;
- transmit any content that violates the right to the respect for life private, the right to the image, any intellectual property right including any patent, trademark, copyright, trade secret or other right belonging to others;
- transmit any content that contains computer viruses or any other code, file or program designed to interrupt, destroy or limit the functionality of any software, computer, or telecommunications tool without being this enumeration limited;
- violate, intentionally or not, any law or national or international regulations in force as well as the limitations contained in the present General Terms and Conditions.

The User of the Web Platform declares having the rights necessary for the transfer, the communication and the diffusion of the contents via the Solution, and guarantees Enlaps of any contentious action which could be directed against him during the occasion of these activities (in this includes attorney's fees and other procedural costs).

Customer acknowledges that the size of the files stored on the web platform through cannot exceed 10.000 images for a free account and 100.000 images for a paid account.

To ensure the security of the Solution and its proper functioning, Enlaps reserves the right to limit the technical characteristics of access to the Service and including rates of transfer files and access to the platform, or block all access from networks or IP addresses that are considered by Enlaps as not secure or malicious.

Evolution of Services

Enlaps reserves the right to modify the Services of the Solution, in particular to remove, add features, to evolve the hosting, performance and availability of the Solution. The Services and features in effect are those described on the Enlaps Site.

For services subject to an ongoing subscription, the Customer is informed by e-mail of any change likely to degrade or substantially reduce the Services, at least thirty (30) working days before the implementation of the modification. The Customer may in this case terminate his subscription by

registered mail with acknowledgment of receipt, within thirty (30) days from the notification of the modification.

Hosting - availability and support service of the web platform

The Customer is informed and expressly agrees that Enlaps outsources hosting of the web platform to Amazon web services.

The hosting is made on shared servers located in the European Union.

Enlaps provides support service and maintenance of the platform. It realizes the assistance and support remotely of the web platform incidents noted by Users of the latter.

This service is available by e-mail: support@enlaps.fr or by phone at 04-76-90-76-27 (price of a local call from a landline) during the hours of service support, Monday through Friday, from 9: 00 to 17: 00) closed Saturdays, Sundays and holidays).

The Solution is available 7/7 and 24/24 (out of Apple or Android incident). The monthly rate availability of the Solution in SaaS mode is 92%.

Enlaps will use commercially reasonable efforts to ensure the availability of the Platform.

Termination for orders

If one party commits a breach of any of its contractual obligations whereby it will be not remedied within thirty (30) days of the demand letter that will be sent to him by the injured party by registered letter with acknowledgement of receipt, the Injured party may terminate the contract of right with immediate effect by registered letter with acknowledgement and without further formality, without prejudice to the repair of any damage she could suffer.

Lack of reversibility

Stopping the Services, regardless of the cause (termination, end of subscription) lead the removal automatic and irreversible of the full content stored by the Customer on the platform within the period of 30 days from the end of the contract. It is therefore the responsibility of the Customer to make all the backups and / or migrations that he considers necessary before the scheduled shutdown of the Services, within the time allowed, under his sole responsibility and at his own expense.

Deletion in case of an inactive account

Enlaps reserves the right, in its sole discretion, after sending an e-mail notification of activity that has not been answered by the Customer for 30 days, to delete a User account from the Site, a User Account from the Web Platform and all the content stored by this Client on the Web Platform, if the account has a period of inactivity equal to or greater than four (4) months. This period of inactivity is extended to one (1) year in the case where the Customer holds a Tikee sold by Enlaps.

(20) Intellectual property

Intellectual property of Enlaps

Enlaps is and remains the owner of all intellectual property rights in the software tools, methods and know-how that it will be required to make or use in the context of the Orders.

The Orders do not transfer any intellectual property rights to the Client over these tools, methods and know-how.

Enlaps is and remains the owner of the property rights relating to any element of the Solution whose right of use is granted to the Customer, as well as, more generally, the IT infrastructure (software and hardware) implemented or developed for the Solution.

The source codes of the Solution are not transmitted to the Customer.

The right to use the Solution granted to the Customer under the conditions provided for in these General Conditions can not be considered as the transfer of any intellectual property right to the benefit of the Customer, within the meaning of the French Code of Intellectual Property. Thus, the license granted under this Agreement is exclusive of any transfer of intellectual property rights. This

concerns in particular the rights referred to in Articles L 122-1, L 122-6, L 122-7 of the Code of Intellectual Property.

In connection with the subscription to the Online Services, Enlaps grants the Customer a non-exclusive, personal and non-transferable license to use the Services.

The Customer undertakes not to make available, disclose, assign, market or sublicense to third parties, by any means whatsoever, free or expensive, the Solution and any other intellectual creation made available to him in the Contract, the rights of which were not expressly assigned to him.

The Customer undertakes not to infringe in any way whatsoever the rights of Enlaps on the Solution and its components and not to carry out acts likely to have the effect of forging all or part of any element or component of the Solution and in particular, any reproduction, adaptation, modification, translation or decompilation of the Solution.

In accordance with Article L 122-6-1 of the Code of Intellectual Property, Enlaps reserves the right to correct any malfunctions of the Solution so that it operates in accordance with its purpose.

Enlaps will use software and / or pre-existing software packages that it owns or for which it has obtained rights to use them as a licensee.

In particular, the Customer is informed that the Solution may use "free" or "open source" modules or libraries. In accordance with the principles governing the world of the free software developer community, copyright in these modules or libraries belongs to the authors of such software and cannot be assigned to the Customer. The Customer will maintain his rights to use said modules or libraries of the respective licenses called "free". Enlaps reserves the right to use the lessons learned from the study and execution of the work entrusted to it by the Customer.

It is also specified that the subscription to the Online Services does not confer on the Customer any rights in the Enlaps trademark belonging to Enlaps. Any use by the Customer of the word mark Enlaps or the corresponding logo without express permission of Enlaps may be considered an act of counterfeiting.

Intellectual property of the Customer

The Customer undertakes to do his own business and guarantees Enlaps against any action by third parties, against any conviction and / or decision pronounced against him and will reimburse all costs and expenses, including any convictions, which would be related, directly or indirectly, to the use of these elements.

(21) Force majeure

In the event of an external, unforeseeable and irresistible event, the defaulting Party must inform the other Party as soon as possible.

Are considered in particular cases of force majeure, besides those recognized by the French jurisprudence:

- all events of third parties, such as war, terrorist acts, shortages, earthquakes, bad weather, social conflicts of the public service or private companies,
- the failure of third parties, such as telecommunications operators, to stop supplying electrical energy, to not access the server on which Enlaps has no control and / or surveillance power and which could disrupt the proper performance of Benefit, loss of Internet connectivity due to the public and private operators on which Enlaps depends.

It will be for each of the Parties to take all the necessary interim measures in order to minimize the consequences of the case of force majeure to the best of its ability.

In addition, in case of extension of the effects of the event of force majeure for more than one (1) month, the Contract may be immediately terminated automatically by either party by registered letter with acknowledgment receipt, if necessary, even if provisional measures have been adopted.

(22) Other provisions

Each clause of this Agreement shall be construed to the maximum extent possible so that it is validated against the law applicable to it. If any provision of this Agreement is found to be unlawful, void or unenforceable by any competent court or administrative authority pursuant to an enforceable decision, such stipulation shall be deemed unwritten, without altering the validity of the other stipulations and shall be replaced by a valid stipulation of equivalent effect, that the parties undertake to negotiate in good faith, and such as the parties would have agreed if they had known the wrongfulness, nullity or unenforceability of said stipulation.

Failure by a Party to avail itself of any provision of this Agreement shall in no way constitute a waiver of its right to enforce any and all of its terms and conditions.

(23) Applicable law - jurisdictions jurisdiction

The Contract is governed by French law.

Provisions applicable to non-French consumers or residents in France:

Any dispute arising from the interpretation, execution or termination of an Order or these General Terms and Conditions shall be the subject of a prior attempt at amicable settlement by the Customer's referral of Customer Service.

In the absence of an amicable settlement within thirty (30) days from the notification of the dispute by the most diligent Party, the dispute will fall under the exclusive jurisdiction of the courts of Grenoble, notwithstanding plurality of defendants or appeal in warranty, even for emergency procedures or precautionary procedures.

Provisions specific to the French Consumer Clients or residents in France:

According to articles L 611-1 and following of the Code of consumption, the Customer has the right for free (except for any fees of counsel and expertise) to a mediator of consumption for the amicable resolution of a dispute with Enlaps.

Enlaps adheres to the service of mediator MEDICYS whose contact information are the following:
Centre de Médiation et de règlement amiable – MEDICYS, 73 Boulevard de Clichy, 75009 PARIS - Tél.: 01.49.70.15.93 Mél. : contact@medicys.fr

After the Consumer has made a prior written decision to Enlaps Customer Service that has not been successful, the mediator's service may be seized for any consumer dispute that has not been resolved.

Since 15 February 2016, the European Commission's online dispute resolution platform has been open to the public. Any consumer who encounters a dispute with a company located on the territory of the Union has the possibility to submit an application for mediation through this European platform. The Client can also consult the website of the European Commission dedicated to the mediation of consumption:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>

In the event of a dispute with a French Consumer Customer or resident in France, not settled amicably, the express jurisdiction is attributed to the court of the place of residence of the defendant, in accordance with article 42 of the Code of Civil Procedure, or, at the choice of this last, instead of actual delivery of the Product sold, in accordance with Article 46 of the Code of Civil Procedure.

ANNEX 1 PRIVACY POLICY

Identity of the data controller

Enlaps company

Joint-stock company, with a capital of 200 000 euros

Registered in the Trade and Companies Register of Grenoble under number 813 731 262,
Headquartered: Le Tarmac, 29 chemin du Vieux-Chêne, 38240 Meylan, VAT number: FR 36 813731262

Owner of products and services online and editor of the "sites": <https://enlaps.io/>
and <https://my.enlaps.io/>

Represented by Antoine Auberton, acting as President, and Director of the publication, duly authorized for the purposes hereof.

Details of the person in charge of personal data use policy

Mr Antoine Auberton

E-mail address: contact@enlaps.fr or by phone at + 33 04 76 90 76 27 (price of a local call from a landline) during the opening hours of Customer service, from Monday to Friday, from 9: 00 to 17: 00 (closed Saturdays, Sundays and) (holidays).

Address: Le Tarmac, 29 chemin du Vieux-Chêne, 38240 Meylan

Purposes of the processing of the personal data

Enlaps collects your personal data on the Sites, on the basis of your consent, via the forms to enter information presented on the Site.

Therefore, your personal data is collected when you:

- create a Customer account, a User account
- sign up for the newsletter,
- register to the forum,
- fill in the form of delivery and billing details,
- fill in the contact form (to contact Customer service);

With regard to the forms for entering information displayed on the Sites, the personal data whose communication is mandatory for the consideration of your request are identified by an asterisk "*" Required fields". Failure to communicate personal data identified as mandatory will result in non-validation of the form in question. Enlaps will not be able to respond to your request.

The purposes of the treatments that Enlaps performs are as follows:

- (i) Manage Customer accounts and User accounts;
- (ii) Send notifications (by email or mail);
- (iii) Charge and ensure the online payment;
- (iv) Deliver the ordered products;
- (v) Provide the web platform Services;
- (vi) Keep track of orders and after-sales service;
- (vii) Archive information about orders;
- (viii) Set statistics;
- (ix) Address technical information emails;

(x) Send commercial information by email.

Recipients of the data

The personal data collected on the Site are reserved for the use of Enlaps. They may also be provided to our service providers or suppliers involved in the site management (technical manager and hosting of the Site, online payment service provider) or delivery of your order (carriers).

Enlaps may be required to disclose personal data to competent authorities in the context of operations aimed at combating any criminal activity.

Time for storing data

Enlaps retains the personal data for a period of 12 months from the end of the relationship with the customer or prospect. The time starts from the last login to the customer account or the last time an email was sent to customer service or the last customer service call, or from a hyperlinked email address sent by Enlaps.

Your personal data will not be stored beyond the time strictly necessary for the management of the business relationship.

However, the data allowing to establish the proof of a right or a contract, or kept for the respect of a legal obligation, will be archived for a duration not exceeding the duration necessary for the purposes for which they are retained in accordance with the provisions in force (in particular but not exclusively those provided by the Commercial Code, the Civil Code and the Consumer Code).

In case of exercise of the right of access or rectification, the data relating to identity documents may be kept for the period provided for in Article 9 of the Code of Criminal Procedure (one year). In the event of exercise of the right of opposition, these data may be archived during the limitation period provided for in Article 8 of the Code of Criminal Procedure (ie three years).

The data relating to bank cards are deleted once the transaction is completed, that is to say from its actual payment, which can be deferred upon receipt of the property.

In the case of a payment by credit card, the number of the card and the date of validity of this one will be preserved for a final proof in the event of possible dispute of the transaction, in intermediate archives, for the duration envisaged thirteen months following the debit date. This period may be extended to fifteen months to take into account the possibility of using debit payment cards.

These data will be used only in case of dispute of the transaction.

Fate of the personal data after death

In accordance with article 40-1 of the law of January 6, 1978 relating to computing, files and freedoms, modified (French Loi Informatique et Libertés), you can set guidelines for conservation, erasure and communication of your personal data after your death. These directives can be general or specific.

You can send us your specific instructions concerning your personal data collected on the Site by contacting Enlaps Customer service: contact@enlaps.fr or by phone at + 33 04 76 90 76 27 (price of a local call since) a stationary) during the opening hours of Customer service, from Monday to Friday, from 9: 00 to 17: 00 (closed Saturdays, Sundays and holidays).

Right of access, rectification, deletion and data portability

In accordance with the French Loi Informatique et Libertés, you have a right of access, opposition, rectification, removal and portability of your personal data. You can exercise your right to the customer service at contact@enlaps.fr or by phone at + 33 04 76 90 76 27 (price of a local call from a position fixed) during the opening hours of Customer service, from Monday to Friday, from 9: 00 to 5 pm (closed Saturdays, Sundays and holidays). Your request must include your full name, e-mail address or mailing, be signed and accompanied by a valid identification.

ANNEX 2 INFORMATION ABOUT THE USE OF COOKIES

Setting the cookie

A cookie is a small text file that is placed or stored on your device (computer, or Tablet mobile. When you visit a Web site.) The cookie allows a site to recognize you, helping you navigate from page to page on a Web site, provides secure connections and remembers your preferences during your next visits.

Enlaps resorted to the use of cookies in order to recognize the User (Client or not. at its connection to the Site. Enlaps also uses the 'Localstorage' of the browser which has the same principle of operation than cookies. The action of deletion of cookies also removes the "Localstorage' in the browser.

To learn more about cookies and tracers, we invite you to consult the CNIL website: www.cnil.fr.

Deleting cookies

The User may at any time turn off cookies stored on their terminal. To do this, simply select the appropriate in his browser settings. However, this deactivation will result to prevent access to certain features of the Site to customize the services offered by Enlaps.

The different types of cookies used

- Cookies necessary for the functioning of the website:

Purpose: these cookies allow you to navigate the site and are essential to the proper functioning of the Site. Turning them off will result in difficulties in the use of the Site and will have the effect of preventing access to some features.

Cookies: `_icl_current_admin_language`, `cookie_notice_accepted`, `_icl_current_language`, `wfwaf-authcookie`, `woocommerce_cart_hash`, `wp_woocommerce_session`, `woocommerce_items_in_cart`, `wp-settings`, `wordpress_logged_in`, `wordfence_verifiedHuman`, `wordpress_test_cookie`, `wp-settings-time`, `240planBAK`, `240planD`, `wfvt`, `ppviewtimer`

- Cookies for performance and statistics (audience measurement):

Purpose: these cookies collect information about how Users use the Site (the number of visits, the number of pages visited, the activity of visitors via analytics Google Analytics and Facebook. These cookies allow us to identify and to solve the problems of functioning of the Site and to improve.

Cookies: `hubspotutk`, `gat`, `hssc`, `hssrc`, `hstc`, `ga`, `gid`, `zb_admin_last_url`, `zb_static`, `zb_static_dr_currentsessiontimevisit`, `zb_static_dr_firsttimevisit`, `zb_static_dr_widgetsupdatetime`, `zb_stats_impression`, `zb_stats_impression`, `zb_stats_impression_freemium_`, `zb_stats_visit`

- Advertising cookies:

Purpose: We use cookies to make advertising more attractive for Users and more profitable for publishers and advertisers. Cookies are thus also used to select ads based on their relevance to the User, to improve reporting on the performance of the campaigns and to avoid advertising that the User has already seen.

We use cookies, such as "NID" and "SID" to customize the ads on Google sites, such as Google search. They are used, for example, to record your latest research, your previous interactions with search results or ads an advertiser, as well as your visits to the website of an advertiser. This allows us to display ads on Google.

We use also one or several cookies for ads that we broadcast all over the Internet. One of the major third party advertising cookies is called "IDE" and is stored in the browsers under the domain doubleclick.net. Another is stored in google.com and called ANID. We also use other cookies called IDDM, FLC, AID, TAID, and exchange_uid. Of other Google services, like YouTube, may also use cookies to show you more relevant ads.

It is possible that advertising cookies are used by the site you are currently viewing. With regard to the ads that we broadcast all over the Internet, cookies called "__gads" or "__gac" can be used by the website that you are currently viewing. Unlike the cookies used by the own sites web Google, these cookies cannot be read by Google when you browse a site different from the one from which they were originally installed. These cookies can be used to measure your interaction with ads on a web site and prevent that same ad won't you be presented too many times.

Google also uses cookies to track conversions, whose main objective is to help advertisers to determine the number of people who clicked on an ad before you buy one of their products. These cookies allow Google and the advertiser to determine whether you have clicked on an advertisement and then went to the website of the advertiser. Conversion tracking cookies are not used by Google to proceed to targeted advertising and are kept for a limited time. A cookie called "Conversion" is dedicated to this purpose. It usually comes from the googleadservices.com or google.com web site (a list of web sites used for advertising cookies is available at the bottom of this page). Some of our other cookies may also be used to measure the conversion of the events. For example, DoubleClick and Google Analytics cookies can also be used for this purpose.

We also use cookies called "AID", "IDDM" and "TAID" in order to track your cross-device activity when you are already connected to your Google account from another device. We do so in order to coordinate the ads you see from different devices and measure conversion events. These cookies may be web site google.com/ads google.com/ads/measurement, or googleadservices.com. If you do not want that the ads you see are coordinated between your devices, you have the possibility to object to the customization of ads since setting ads.

Cookies: ga, gat

You will find a tool to block the collection and use of your data by Google Analytics Cookies by clicking on the following link: [disable or opt-out](#)

Learn more about [Analytics cookies and privacy](#).

- Social networks and sharing cookies:

Purpose: these cookies allow Users to share pages and content via third party social networks and target advertising that will be proposed by them. Social networks are likely to identify you through the buttons on our site, even if you have not used the consultation of our site. This type of application buttons can allow social networks to track your navigation on our site, of the fact that

your account was activated on your terminal (open session) during your navigation on our site. We invite you to consult the policies for the protection of the privacy of these social networks to be aware of the purposes of use, including advertising, navigation information they collect through these buttons application.

More information:

Facebook: <https://www.facebook.com/about/privacy/cookies>

Twitter: <https://Twitter.com/privacy?lang=fr>

Google: <https://www.Google.com/policies/technologies/cookies/>

The management of cookies

For the management of the cookies and of your choices, each browser is different. It is described in the Help menu of your browser, which will allow you to learn how to change your wishes in terms of cookies.

Disabling cookies via the major browsers:

Internet explorer

1. From the 'Tools' menu, select 'Internet Options'
2. Then click on the "Privacy" tab
3. Click on the "Advanced" button to bring up the "Advanced Privacy settings" window
4. Check the box 'Ignore the automatic management of cookies', then select 'Decline' and save your preferences by clicking on 'OK '.

Mozilla Firefox

1. In the menu at the top of the page click on 'Tools', then 'Options '.
2. Select the tab "Privacy".
3. Set the menu "rules of conservation", click on "use the custom settings for history".
4. Uncheck the 'accept third-party cookies' and save your preferences by clicking on 'OK '.

Google Chrome

1. In the menu, click on 'Settings' click "show advanced settings".
2. Select the "Privacy" tab then the «Content settings» menu
3. Check the box "block cookies and data from third party sites ' and save your preferences by clicking on 'OK '.

Safari

1. From the menu at the top of the page, click on "Safari", then "Preferences".
2. Click on the "Privacy" tab
3. Uncheck the 'Accept cookies' and save your preferences.

Finally, some browsers offer the option 'Do Not Track' that you can tick to oppose deposits cookies on your terminal.

For more information about cookies, you can contact us at contact@enlaps.fr.