

GENERAL TERMS AND CONDITIONS OF USE AND ONLINE SALE

www.worldcastsystems.com

I. General Terms and Conditions of Use

ARTICLE 1. LEGAL INFORMATION Under article 6 of French Act n° 2004575 of the 21st of June 2004 for building confidence in digital economy, it is stated in this article the identity of the various participants involved within the scope of its implementation and follow-up. The site www.worldcastsystems.com is published by: WorldCast Systems, whose head office is based at: 20 Av Neil Armstrong, and is registered in the Trade and Companies Register. Phone number: +33557928928/E-mail address: contact@worldcastsystems.com. The publication director of this site is: Mr Nicolas DEAU. The site www.worldcastsystems.com is hosted by: OVH, whose head office is located at 2 rue Kellermann 59100 Roubaix FRANCE. Phone number: +33 9 72 10 10 07.

ARTICLE 2. PRESENTATION OF THE SITE

The purpose of this site www.worldcastsystems.com is: Presentation of the WorldCast Systems company, its products and services. Downloading and online sales of software and documents.

ARTICLE 3. CONTACT For questions or queries about the website, or the reporting of illegal content or activity, the user shall contact the publisher at the following e-mail address: contact@worldcastsystems.com or send a registered letter with acknowledgement of receipt to: WorldCast Systems 20 Av Neil Armstrong.

ARTICLE 4. ACCEPTANCE OF CONDITIONS OF USE Access to and use of the website are conditional upon agreement to, and compliance with, the terms and conditions of access to the site. The publisher reserves the right to alter, at any time and without previous notice, the website and services as well as the General Conditions of Use (hereinafter GCU), to adapt to the evolution of the website, the update of new features, or the removal or modification of existing functions. It is therefore recommended to the user to refer regularly to the latest version of the GCU, which is accessible at any time on the site. Should there be any disagreement with the GCU, the user shall not use the site.

ARTICLE 5. ACCESS AND NAVIGATION The publisher implements the technology at his disposal to allow access to the site 24 hours a day and 7 days a week. Nonetheless, he may, at any time, suspend, limit or interrupt access to the site or some pages to allow for updates, alteration of content, or any further maintenance that might appear necessary for the proper functioning of the website. The connection to and navigation of the site www.worldcastsystems.com amount to acceptance without reservation of the current GCU, whatever the technical means of access and user terminals. The current GCU shall apply, where appropriate, to any transformation or extension of the site on existing or future social networks and/or community-based networks.

ARTICLE 6. SITE MANAGEMENT For the good management of the site, the publisher may at any time: suspend, interrupt or limit the access to part or all of the site, limit access to the site or to some parts, to a certain category of users; delete any information that may disrupt the functioning or contravene the national or international laws, or the Netiquette guidelines; suspend the site so as to proceed with updates.

ARTICLE 7. SERVICE RESERVED TO REGISTERED USERS

71 REGISTRATION The access to some services, especially the payment services, is subject to the conditions of registering. Registration and access to the services of the site are restricted exclusively to those individuals, who are legally capable, having filled in and validated the registration form available on the website www.worldcastsystems.com, as well as the current GCU. When registering, the user undertakes to provide updated and accurate information about him or herself as well as his/her civil status. Hence, he/she shall regularly review the data concerning him/her in order to make any changes. The user must provide a valid e-mail address, to which the website will address him/her a confirmation of registration for services. The e-mail address shall not be used more than once to register for services. Any communication conducted by www.worldcastsystems.com and its partners is deemed to have been received and read by the user. Consequently, the latter undertakes to consult regularly the messages sent to his/her e-mail address and responds to them in a reasonable time period if necessary. One single registration to the services of the website is allowed per legal person. A user name will be assigned to the user with access strictly limited to him/her (hereinafter 'Personal account'), in addition to the provision of a password. The user name and the password can be altered online by the user through his Personal account. The password is personal and confidential. The user shall not communicate it to any third party. In all cases, www.worldcastsystems.com reserves the right to refuse any registration application for services in the event of non-compliance by the user of the GCU.

72 TERMINATION The registered user may terminate this agreement at any time through the page dedicated to his/her Personal account. Any deregistration from the site will be effective immediately once the subscriber has filled out the required form.

ARTICLE 8. LIABILITY The publisher is only liable to the content he edited himself. The publisher shall not be liable for: problems and/or malfunctions related to technical and I.T. issues, or incompatibility of the site with any device or software; direct and indirect damage of any kind, being tangible or intangible, foreseeable or unforeseeable, arising from the use of or access to the website and its services; inherent characteristics of the Internet, especially those related to the lack of reliability and security of private information; illegal content or activities using this site, without due consideration within the meaning of French Act n° 2004575 of the 21st of June 2004 for building confidence in digital economy and the Act n°2004801 of the 6th of August 2004 for the protection of individuals with regard to the processing of private data. In addition, the site cannot guarantee the accuracy, completeness, and the topicality of the information published. The user is liable for: the protection of his/her material and personal data; his/her use of the site and its services, if contrary to the letter and/or spirit of the GCU.

ARTICLE 9. HYPERTEXT LINKS The site may contain hypertext links to other Internet sites over which www.worldcastsystems.com doesn't exercise any effective control. Despite the regular and ongoing verifications conducted by the publisher, the latter accepts no responsibility with the contents that may be found on these sites. The publisher allows the setting up of hypertext links to any page or document of his site provided that the setting of these links not be done for commercial or advertising purposes. In addition, prior enquiry of the publisher of the site is required before any setting of any hypertext link. This authorization does not include the websites publishing information considered to be illegal, violent, controversial, pornographic, xenophobic, or deemed offensive to the large majority of people. Finally, www.worldcastsystems.com reserves the right to delete, at any time, a hypertext link to other sites, if the site is not in conformity with its editorial policy.

ARTICLE 10. DATA COLLECTION The website is registered to the Freedom and Computer National Commissions (CNIL) under number 1913334V0. The website is also consistent with the provisions of French Act n° 78 17 of the 6th of January 1978 that pertain to information technology, databases and civil liberties. In accordance with this Act, the user shall receive a right to object (articles 32 and 38), a right of access (articles 38 and 39) and a right to correct (article 40) data related to him/her. To make use of these rights, the user must contact the publisher by e-mail at the following address: contact@worldcastsystems.com, or send a registered letter to the head office of the publisher by mentioning his/her surname, first name(s), regular postal and e-mail addresses.

ARTICLE 11. COOKIES The site may use « cookies » allowing us to process statistical data and information on site traffic, to facilitate data navigation, and to improve service for user convenience. The user may decline to accept cookies by configuring his/her browser.

ARTICLE 12. COPYRIGHT PROTECTION The structuring of the site, texts, charts, images, photographs, sounds, videos and software applications of which it is composed belong to the publisher and are protected as such by existing legislation under intellectual property. Any representation, reproduction, adaptation or exploitation in whatever form of the contents, trademarks or services offered by the website by whatsoever process, without the express prior written consent of the publisher, is strictly prohibited and may constitute an act of infringement under article L. 3352 and subsequent articles of the Intellectual Property Code, except those expressly designated as free of copyright on the website. Access to the site does not imply the recognition of a right and, in general, does not confer any intellectual property rights relating to an element of the website, which remain the exclusive property of the publisher. Users are strictly forbidden from introducing any computer code or other data to this website that would modify, or be likely to modify, its content or appearance.

ARTICLE 13. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION These general terms and conditions of use are governed by French law. Any disputes shall be settled by an early mediation procedure conducted under the auspices of the ARBITRATION CHAMBER OF PARIS (6 avenue Pierre 1er de Serbie 75116 Paris – Phone number: (33) 01.42.36.99.65 - Fax: (33) 01.42.36.99 .58), in accordance with its mediation and conciliation rules. Should the issue not be resolved, the dispute will be settled by arbitration under the auspices of the ARBITRATION CHAMBER OF PARIS, in accordance with its rules. Payments made or accepted do not imply any renewal of or exceptions to this jurisdiction clause.

www.worldcastsystems.com wishes you an excellent surf on its website!

II. PREAMBLE TO THE GENERAL TERMS AND CONDITIONS OF SALE

This website is published by WorldCast Systems whose head office is based at: 20 Av Neil Armstrong, and is registered in the Trade and Companies Register. Individual identification and international number of the seller: FR72 428 787 550. The following clauses are intended to define the General Terms and Conditions of Sale on the website www.worldcastsystems.com. These General Terms and Conditions of Sale (hereinafter “GCS”) define the contractual rights and obligations of the seller and his clients through a system of distance selling and electronic delivery of goods and products. The GCS shall exclusively govern the relationship between the seller and the client. The GCS express the entirety of the parties’ obligations. The customer is deemed to have accepted these general terms and conditions, without any reservation, failing which the order will not be confirmed. In case of doubt on any of the sales conditions, the existing laws in the area of distance companies that have headquarters in France, and the Code of the Consumer apply. The seller reserves the right to modify the GCS from time to time. Amendments apply as soon as they are published online.

ARTICLE 1. CATALOG AND ONLINE SHOP Through this website, the seller shall supply the client with a catalog and online shop describing with great accuracy the products sold, without the photographs having any contractual value. Products are described and presented with the utmost accuracy. However, should the presentation contain any errors or omissions, the seller shall in no circumstances incur liability. All products are offered for sale within the limits of available stocks. Prices and taxes relating to the sale of the products are indicated in the catalog or in the online store.

ARTICLE 2. PRICE The seller reserves the right to change his prices at any time by publishing them online. Only the prices shown on the site when you place your order shall apply, subject to the availability of the products on that date. Prices are shown in euros (given in gross and net amounts). Prices take into account the taxes applicable on the day of the order. Any change to the tax rate will be reflected automatically in the price of the products in the catalog and online shop. In the event that one or more taxes or fees, including environmental taxes, are levied or amended, up as down, the impact thereof may be reflected in the sale price of our products. The total amount of the order (inclusive of all taxes) is stated before final confirmation of the

order. Payment must be made in full at the time of ordering.

ARTICLE 3. ONLINE ORDERING The client may place an order online using an electronic form. By completing an electronic form, the client accepts the price and description of the product(s). The client shall accept the general terms and conditions of sale by clicking on the appropriate button, which confirms his/her order. The client must provide a valid e-mail address and hereby acknowledges that any exchange with the seller shall be made through that address. The client shall also choose the mode of shipment and validate his/her method of payment. The seller reserves the right to cancel the client's order in the event of non-payment, incorrect address or any other problems with the client's account until complete resolution of the problem.

ARTICLE 4. CONFIRMATION AND ORDER PAYMENT This is regarding an order with obligation for payment, which means that the submission of the order implies its payment.

4.1 PAYMENT The client pays in full at the final confirmation of the order by providing bank or credit card information. The client provides the seller with an implied warranty that he/she has the authority to use this payment method and acknowledges that the information provided is proof of his/her consent to the sale such as the payment of the amount(s) due for the order. In the event of a dispute or fraudulent use of a bank or credit card without physical use of the card (use of the bank card number), any individual shall be able to challenge the transaction within 70 days of the date of sale by submitting a claim as follows, for the seller to bear the cost of the sale and return the contested amount: Société Générale Direction d'Exploitation Commerciale Entreprises Groupe des Agences de Bordeaux Ouest 140142 Rue des Terres de Borde CS 11893 33 082 BORDEAUX Cedex. Phone number: +33 (0)5 56 42 70 87. Cell phone. +33 (0)6 30 48 64 81 Fax +33 (0)5 56 12 25 00 E-mail: olivier.guillebaud@socgen.com ou WorldCast Systems comptabilite@worldcastsystems.com. All claims not made in compliance with the above procedure and in a timely manner will not be considered and will relieve the seller from any responsibility. The seller has set up a checkout procedure for the orders and means of payment to reasonably ensure against fraudulent payments, by requiring that the client provide personal identifying information. In the case of a bank or credit card refusal by the accredited organizations, or non-payment, the seller reserves the right to suspend or cancel the order and its delivery. The seller also reserves the right to reject an order from a purchaser who either has not paid for or paid only in part for a previous order, or with whom a settlement dispute is pending.

4.2 CONFIRMATION After the client has confirmed his/her purchase and paid, the seller shall transmit to the client, using the e-mail address provided by the client, a confirmation of the order form and a printable copy of the contract. Full payment must be made upon ordering. The seller is obligated to forward an invoice to the client at the time of delivery. For any questions about ordering, the client may contact Customer Service at: webmaster@worldcastsystems.com

ARTICLE 5. ELECTRONIC SIGNATURE According to the provisions of law n° 2000230 of the 13th of March 2000, the online provision of the credit card number of the buyer and the final confirmation of the order are proof of the client agreement, payment of the amount due under the order form, signature and unequivocal agreement of all performed transactions.

ARTICLE 6. PROOF OF THE TRANSACTION Communications, orders and payment between the client and the seller can be proved by means of computerized records stored in the computer system of the seller under conditions of reasonable security. Order forms and invoices are archived on a reliable and durable medium considered as means of proof.

ARTICLE 7. METHOD OF PAYMENT All methods of payment available to the client are listed on the seller's website. The client provides the seller with an implied warranty that he/she has the authority to use the payment method he/she selected when submitting the order.

ARTICLE 8. RIGHT OF WITHDRAWAL In accordance with the provisions of the article L. 121202 of the French Consumer Code, the user shall not exercise his/her right of withdrawal once the product has been delivered.

ARTICLE 9. PROTECTION OF PERSONAL DATA The seller will retain in his computer system under conditions of reasonable security, proof of the transaction, including the order form and the invoice. The seller shall guarantee his/her client the protection of his/her personal information. The seller has made such a declaration to the CNIL under the number 1913334V0. The client is entitled to consult his/her personal information, and to modify or delete the data collected, via written notice addressed to the customer's service as follows: by e-mail to webmaster@worldcastsystems.com.

ARTICLE 10. FORCE MAJEURE The parties will be exempted from their obligations in the event that circumstance(s) beyond their control, constituting an event of force majeure, shall hinder or prevent their implementation. The obligations of the parties will be suspended. The party who invokes such a circumstance shall immediately inform the other party of its occurrence or disappearance. Events considered as force majeure include any unavoidable facts or circumstances, external to the parties, unforeseeable, inevitable, independent of the will of the parties, and which could not be prevented by the latter, despite all reasonable efforts, as defined by the French case law, and especially: the prevention of the means of transport or of supplies, earthquakes, fires, storms, floods, lightning, and stoppage of telecommunication networks. If the force majeure extends for more than three months, the terms may be terminated by the aggrieved party.

ARTICLE 11. PARTIAL INVALIDITY If any provision of these terms and conditions of sale are held to be invalidated or declared as such under any law, settlement, or final decision of a French case law, the other stipulations shall remain in force to their full extent.

ARTICLE 12. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION These General Terms and Conditions of Use are governed by French law. In case of dispute or of complaint, the client will apply at first to the seller for an amicable solution. Failing amicable agreement, any disputes shall be settled by an early mediation procedure conducted under the auspices of the ARBITRATION CHAMBER OF PARIS (6 avenue Pierre 1er de Serbie 75116 Paris – Phone number: (33) 01.42.36.99.65 - Fax: (33) 01.42.36.99 .58), in accordance with its mediation and conciliation rules. Should the issue not be resolved, the dispute will be settled by arbitration under the auspices of the ARBITRATION CHAMBER OF PARIS, in accordance with its rules. Payments made or accepted do not imply any renewal of or exceptions to this jurisdiction clause.