

TERMS AND CONDITIONS OF USE OF THE EVERMARK APPLICATION

1. Preamble

The present GTU are valid from 01/01/2022.

The User is invited to read carefully the present GTU, as well as to download them and to keep, if necessary, a copy.

Thus, the User undertakes to respect the present GTU which apply to all the Services available on the Application.

Consequently, the User accepts, fully and without reservation, all of these GCU of the Application before any use.

2. Definitions

In these GTC, words or expressions beginning with a capital letter shall have the following meaning:

Application: refers to the present application allowing access to the EVERMARK Services.

GCU: means the present general conditions of use and legal notice relating to the protection of personal data.

Circuit: means an electrical installation linked to an NFC chip.

Client: means a user profile that can view the technical information provided by the Technician on the site belonging to him and manage the information provided on the Application.

Confidential Information(s): means any information communicated in visual, computer or written form through the Application to the User as part of the Services and including, but not limited to, specifications, programs, plans, drawings, models, requirements, standards, presentations, data and related documentation.

Nexans: refers to Nexans France, a public limited company with a share capital of 43,435,991 euros, registered in the Nanterre Trade and Companies Register under number 484 840 574.

Professional: refers to a user profile that can be automatically attached to a company and can create Technician accounts for its employees and also share information from a site to a Customer

Technician: designates a user profile that can consult information related to an NFC chip, but also create new circuits and enter the technical characteristics for each of these circuits.

User: means the Professional, Technician or Customer using the Application under his sole responsibility and for his professional use only, who has previously accepted these general terms of use. As this is a Professional Application, the data recorded by the User in order to identify him/her must be professional (professional email address, professional telephone number, company postal address, etc.). Each type of User has different rights of access and modification as specified in Article 5.

Site: means the site on which the electrical installations are carried out.

Services:

The Application allows its Users to enter and obtain information concerning electrical infrastructures installed on a site.

The principle is to install an NFC chip on each circuit in order to be able to enter information through the Application.

Mobile Users can scan the NFC chips associated with an electrical installation in order to consult the technical characteristics previously entered.

Users can consult the list of customers, sites and circuits as well as all documents uploaded to the Application if they have access rights.

3. Purpose

The purpose of the GCU is to specify the relations between the various parties. The GCU govern access to and use of the Application and are intended to define the terms and conditions under which Nexans makes the Application available to Users, as well as access, consultation and use of the Application by Users.

These TOU may be modified or supplemented at any time and without prior notice, and Nexans shall use its best efforts to inform Users of any changes to these TOU.

4. Access to the Application

The Application is available for free download on Android and iOS and is accessible from a web browser.

The use of the Application is optional and free of charge.

To access the Application, Users must first register and must guarantee that they have full legal capacity to use the Application, including:

- Have reached the age of majority ;
- Not be a competitor of Nexans and/or use the Application to compete with Nexans, fraudulently and/or in a manner that is detrimental to Nexans' interests;
- To have legal capacity and to be in full possession of his/her intellectual or cognitive faculties (and in particular not to be in a state of dependence or guardianship, etc.).

5. Registration

5.1. Creating a Profile

To access the Services, the User must create an account and log in using his login details. In particular, he must create a "User" Profile. For a "Professional" profile, it is possible to generate a link to create a "Technician" account so that this "Technician" User is automatically attached to the professional and can access all the information of the "Professional".

A verification of the email provided is required to definitively validate the creation of the account.

When registering, the User must provide a valid email address that will serve as a login, a password and all the information indicated as necessary.

5.2. Types of Profile

The "Professional" profile is accessible to the company's managers/supervisors in charge of the works and allows to define the tree structure of the worksites and to share the data with all the company's technicians.

The "Technician" profile is accessible to installers who intervene on the site and allows them to synchronize NFC tags with the application and to enter data (technical characteristics, photos, documents, etc.).

The "Customer" profile is accessible to the building owners and allows them to see the data returned at the end of the construction site and to decide who has access to this data or not. The client is also the owner of the data.

The User is responsible for creating a profile corresponding to his status.

5.3. Conditions of eligibility and access to the Services

Each new User of the Application must be assigned a unique identifier code. Each User will only be able to consult the data for which he has rights.

Nexans Administrators can consult all the data (customers, sites, circuits, documents) and technical characteristics entered in the Application.

The User must have an NFC compatible cell phone to use the NFC chip scanning service.

6. Operation of the Application

6.1. NFC Chip Synchronization

The synchronization of NFC chips is not automatic, it must be done manually via the synchronization function of the Application.

6.2. "My Profile" section

The User can access his information and view what he has entered during the registration process. He also has the possibility to modify this information (except for the unique ID which is used as a reference to identify a User)

6.3. "My customers" section

The User can consult his customers that he has created via the Application or the web interface. Creating a Client then allows the creation of sites to which Circuits will be attached. It is therefore essential to create a Client to be able to take full advantage of the features of the Application. The creation of a Client is available on mobile and the web interface. The "Professional" user can also modify the information of his Client.

6.4. "Site" section

In the "Client" section, it is possible to add "Sites" which correspond to the work sites on which the "Technicians" work. For each Customer, at least one "Site" must be added in order to create "Circuits" and link NFC chips. Each "Site" contains a listing of "Routes", "Follow-ups" and documents imported by Users. It is also possible to modify the information of a site for a "Professional" user.

6.5. "Circuits" section

The User can access a "Circuit", i.e. an electrical installation linked to an NFC chip. The principle of the "Circuit" is to be able to assign technical characteristics, documents (product sheet for example) but also follow-up sheets for each operation carried out on the installation in order to keep a trace and facilitate maintenance. Each "Circuit" is linked to an NFC chip and can be accessed by scanning this same chip.

7. Deactivation of the User's account

7.1. At Nexans' initiative in case of non-compliance by the User with the present terms and conditions

Nexans reserves the right to block any use that it considers risky or dangerous for the use of the services, without prior information or financial compensation, temporarily or permanently.

Nexans also reserves the right to delete any User account and to deny certain persons access to the Application, in the event of a breach of these T&Cs.

7.2. At the initiative of the User

The User has the option to discontinue use and terminate his or her account at any time. NEXANS administrators may block an account under their control.

An entity that wishes to deactivate a User account may request that Nexans delete that User and all data related to that User's account.

8. Availability of the Application

Access to and use of the Application is strictly for professional use.

Access to the Application requires that you have a functioning Internet connection.

As NEXANS has no power or responsibility over the chain of links in the Internet network, it can only guarantee access to the Service within the limits of the Internet network.

The Application is accessible 24 hours a day, 7 days a week, subject to the occurrence of a case of force majeure or an event beyond the control of NEXANS.

The User declares that he/she is fully aware of the characteristics and constraints of the Internet, and in particular that data and information transmissions on the Internet are only relatively reliable technically, as they circulate on heterogeneous networks with diverse characteristics and technical capacities, which disrupt access or make it impossible at certain times.

NEXANS is only bound by an obligation of means concerning accessibility to the Application. NEXANS is in no way responsible for any interruptions and the consequences that may result for the User or any third party. NEXANS reserves the right to suspend, interrupt or limit access to all or part of the Application at any time, with or without prior notice, in particular for the purposes of maintenance operations and updates necessary for the proper functioning of the Application and related materials, or for any other reason, in particular technical.

The User is invited to inform NEXANS of any technical problem he/she may encounter while browsing and/or using the Services.

9. Confidentiality

The User acknowledges that the information communicated through access to the Application is strictly Confidential Information. Therefore, the User undertakes to keep the Confidential Information received in any form whatsoever in the strictest confidence, as stipulated below, and to protect and safeguard it with at least the same diligence as he/she observes for his/her own confidential information.

User agrees to use the Confidential Information received only in connection with the Application and shall not use it for any other purpose.

User agrees not to disclose to any third party, either directly or indirectly, in any form or by any means whatsoever, all or any part of the Confidential Information received.

Any copy and/or reproduction of the Confidential Information is strictly prohibited.

The obligation of confidentiality and non-disclosure set forth in this section takes effect upon first use of the Application. In case of deactivation of the User's account, the User will no longer have access to the Confidential Information.

User acknowledges the value and uniqueness of the Confidential Information and recognizes that breach of this Agreement will cause irreparable harm for which damages alone will not provide adequate redress. Accordingly, and notwithstanding anything to the contrary in these TOU, it is agreed that in the event of a breach or threatened breach of the confidentiality obligation, NEXANS shall be entitled to take summary action in any court of competent jurisdiction to remedy such breach or to prevent a future breach. Such action shall be without prejudice to any appropriate monetary remedy.

10. Liability

The User undertakes, when using the Application, not to contravene the legislative and regulatory provisions in force and these GCU. The User is informed that any violation of the said provisions is likely to result in legal proceedings and sanctions against him.

The User undertakes to act with diligence to respond to any claims. The User is liable to NEXANS and/or third parties for any direct material and/or immaterial prejudice caused by the User and/or his employees as a result of use not in compliance with the present GTUs as well as for any damage, incident, voluntary or involuntary, and more generally the equipment and its access. The User guarantees NEXANS, as well as its parent, sister or affiliated companies, its representatives, its employees, its partners, against any demand, claim and/or recourse of any kind, resulting from any violation of the said provisions resulting from its act.

The User guarantees NEXANS at all times and at first request, against any damage and/or request, action, complaint emanating from third parties resulting from any violation of the said provisions. This guarantee covers both damages and interest that may be awarded, as well as lawyers' fees, expert fees, court fees and tax fees.