

General Conditions of Use and Sale Qëhnelö™ [QHUB]

13-09-2019

§1 Object

The purpose of these General Terms and Conditions is to define the terms and conditions for the provision of Qëhnelö™ [QHUB] services, hereinafter referred to as the "[QHUB]" and the User's conditions of use of the Service. Any access and / or use of the [QHUB] implies the acceptance and the respect of all the terms of these Conditions and their unconditional acceptance. They therefore constitute a contract between the [QHUB] and the User. In the event that the User does not wish to accept all or part of the present general conditions, he is asked to give up any use of the Service.

§2 Tab: Legal notice

The [QHUB] is published by: BLUECHAM SAS
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The [QHUB] is hosted by BLUECHAM SAS.

§3 Definitions

- User: The User is anyone who uses the [QHUB] or any of the services offered on the [QHUB].
- User Content: The term "User Content" refers to the data transmitted or generated by the User in the various sections of the [QHUB].
- Member: The term "Member" refers to a user identified on the [QHUB].
- Username: The term "Username" covers the information needed to identify a user on the [QHUB] to access the member-only areas.
- Password: The "Password" is a confidential information, which the User must keep secret, allowing him, used together with his ID, to prove his identity.

§4 Access to the service

The Service is a B2B service exclusively for BLUECHAM SAS customers and partners, previously identified in a Workgroup or [WG]. It is accessible to Members after identification, using their Username and Password.

The Service is accessible free of charge and requires internet access. All costs related to access to the Service, whether material costs, software or Internet access are exclusively the responsibility of the user, whatever it is. He is solely responsible for the proper functioning of his computer equipment as well as his access to the internet.

BLUECHAM SAS reserves the right to refuse access to the Service, unilaterally and without prior notice, to any User who does not comply with these terms of use.

BLUECHAM SAS uses all reasonable means at its disposal to ensure quality access to the Service, but is under no obligation to do so.

BLUECHAM SAS cannot, in addition, be held responsible for any malfunction of the network or servers or any other event beyond reasonable control, which would prevent or degrade access to the Service.

BLUECHAM SAS reserves the right to interrupt, suspend temporarily or modify without notice access to all or part of the Service, in order to maintain it, or for any other reason, without interruption opening right to any obligation or compensation.

The user agrees to a strictly personal use of the [QHUB] and, in any event, not to use the [QHUB], its content and services, for illicit purposes.

For any question or request for information or for reporting illicit content or activities, the User may send an e-mail to the e-mail address notified in §2.

§5 Intellectual Property

Qëhnelö TM and BLUECHAM are registered trademarks of BLUECHAM SAS. Any unauthorized reproduction of these trademarks, logos and distinctive signs constitutes an infringement punishable by criminal penalties. The offender is liable to civil and criminal penalties, including the penalties provided for in Articles L. 335.2 and L. 343.1 of the Propriété Intellectuelle code.

All content of [QHUB] (data, fact sheets, videos - this list is not exhaustive) taken together or separately, is the exclusive property of the suppliers present and identified on the [QHUB], protected under moral and economic rights vested in their author (s) according to the provisions of articles L.111-1 and following of the Propriété Intellectuelle code.

Access to the [QHUB] does not constitute recognition of a right and, in general, does not confer any intellectual property rights over any of the elements of [QHUB].

Any representation, reproduction, adaptation or partial or total exploitation of the content, trademarks and services offered by [QHUB] by any means whatsoever, without the prior express written consent of BLUECHAM SAS is strictly prohibited and may constitute an infringement within the meaning of articles L.335-2 and following of the Propriété Intellectuelle code.

The User is solely responsible for the User Content that he uploads via the Service, as well as texts and / or opinions that he formulates. It undertakes in particular that these data are not likely to affect the legitimate interests of third parties whatsoever. As such, it guarantees BLUECHAM SAS against any recourse, based directly or indirectly on these remarks and / or data, likely to be brought by anyone against BLUECHAM SAS. He undertakes in particular to take care of the payment of sums, whatever they may be, resulting from the recourse of a third party against BLUECHAM SAS (related to the aforementioned User Content), including legal fees and legal costs.

BLUECHAM SAS reserves the right to delete all or part of the User Content, at any time and for any reason whatsoever, without warning or prior justification. The User can not make any claim in this respect.

§6 Personal data

In a logic of respect for the privacy of its Users, BLUECHAM SAS undertakes that the collection and processing of User data, made from [QHUB] complies with the "RGPD" General Data Protection Regulation and the Informatique et Libertés law.

In accordance with the regulations, BLUECHAM SAS guarantees the User the right to oppose, access, rectify and delete personal data concerning him.

Concerning the data collected at the opening of the account please refer to §7.

The hosting of the [QHUB] is provided by BLUECHAM SAS whose details are notified in §2.

The personal data collected by the [QHUB] are not transmitted to any third party.

The person responsible for data processing is responsible for determining the purposes and means used for the collection and protection of personal data. It undertakes to protect the personal data collected. It undertakes not to transmit them to third parties without the User having been informed and to respect the purposes for which these data were collected. He can be contacted by e-mail: bluecham@bluecham.net.

The [QHUB] does not use "cookies" techniques. Only anonymous usage statistics are collected to allow BLUECHAM SAS to direct its development efforts towards the most used modules, in order to improve the user experience.

§7 User Account

All information transmitted by the user must be accurate and each user can not open more than one account.

Users wishing to register on [QHUB] must choose a password that is strictly confidential and personal. It is up to the latter to maintain absolute secrecy.

The information collected in this form is saved in a file computerized by the company BLUECHAM SAS to allow you to securely access your account on this [QHUB] and communicate inside this [QHUB] in good authentication conditions. The collected data will be visible, through the communication module [QVEE], by all the people who have also opened an account.

You can access your data, rectify it, complete it, and ask for it to be erased, via your profile located at the top right of the virtual desktop [QDESKTOP]. In case this feature is inoperative, you can also send an email to "bluecham@bluecham.net" requesting the deletion of your account. This one will be permanently deleted within 7 days, with its data. Your account will also be automatically deleted under the same conditions after one year of inactivity.

To exercise your rights or any question about the use of your data in this device, you can send an email to "bluecham@bluecham.net", we will respond within 7 days. By validating your request to open an account, you agree to receive the digital mails relating to the validation of your registration. The sending of any other information mail will be configured and validated by you in your profile. This profile is editable by you at any time.

§8 Resource Catalogs

The [QHUB] provides users with catalogs for selecting resources. These resources may be (non-exhaustive list):

- Data and information.
- Models or algorithms.
- Applications to be inserted in the [QDESKTOP] or virtual desktop for online use.
- Expertise services.
- Formations.

These resources are available for use by different QHUB providers. Resources can be consumed in the [QHUB] or exported to the user's system, depending on the nature of the resource or the format proposed. The set of possibilities is stated and accessible in the [QHUB].

After the first credit recharge (see §9), the prices relating to the sale of the resources are posted online in the catalog and then available permanently. At the request of the user and before committing the first credit recharge, a financial simulation corresponding to the expressed need can be made. This allows the user not to engage credit recharge that he will be sure to use, while he does not have the natural practice of the system yet.

Prices for catalog resources may be changed at any time by suppliers by posting them online.

Specific resources may be subject to reading and understanding of a user license. This procedure depends on the supplier and this is the case for space agencies.

Only the current rates indicated at the time of the order will apply; they are expressed without tax.

§9 Payment of credit refills

The payment system works through a credit refill converted into tokens for use in resource catalogs.

These credit refills are formatted and permanently available in the [QHUB]. The prices are explicitly displayed in the currency of the user if it is managed in the [QHUB], if not, they will be displayed in euros. Quotes for credit refills can be downloaded from the [QHUB]. Prices are calculated excluding tax.

The credit recharge is carried out by a bank transfer punctual to the load of the user. Thus no banking data relating to the user is identifiable or collected.

Upon receipt of validation of the bank transfer by the user, the latter receives a downloadable invoice in the [QHUB] published to his attention. Tokens are credited to his account and usable immediately in the [QHUB].

Once a transfer is made and the account of the user credited in chips in the [QHUB], there will be no refund.

§10 Limitations of liability

BLUECHAM SAS declines any responsibility for the use that is made of the information, data, algorithms, applications or expertise available on the [QHUB]. As a result, the use of information

and content available on the entire site, can not in any way engage the responsibility of BLUECHAM SAS, for any reason whatsoever. The User is the sole master of the proper use, with discernment and wit, information made available on the [QHUB].

In addition, the User undertakes to indemnify BLUECHAM SAS for any harmful consequences directly or indirectly related to the use of the Service.

Access to the [QHUB] requires the use of an Identifier and a Password. The password, chosen by the user, is personal and confidential. The user undertakes to keep his password secret and not to disclose it in any form whatsoever. The use of his username and password through the internet is at the risk and peril of the user. It is up to the user to take all necessary steps to protect his own data against any infringement.

The user agrees not to make his account available to a third party.

The User admits to know the limitations and constraints specific to the internet network and, as such, recognizes in particular the impossibility of a total guarantee of the security of the exchanges of data. BLUECHAM SAS can not be held liable for damages resulting from the transmission of any information, including that of its username and / or password, via the Service.

BLUECHAM SAS can not under any circumstances, within the limits of applicable law, be held liable for damage and / or damage, direct or indirect, material or immaterial, or of any nature whatsoever, resulting from the unavailability of the Service or any Use of the Service. The term "use" should be understood in a broad sense, that is to say any use of the [QHUB] whatsoever, lawful or not.

The User undertakes, in a general way, to respect all the regulations in force.

§11 Force majeure

The responsibility of BLUECHAM SAS can not be held in case of force majeure or facts beyond its control. As such, force majeure means any external event, immovable and irresistible within the meaning of Article 1148 of the Code Civil.

§12 Evolution of this contract

BLUECHAM SAS reserves the right to modify the terms, conditions and mentions of this contract at any time, and to inform the user.

§13 Duration and termination

This contract is concluded for an indefinite period from the use of the Service by the User.

§14 Governing Law and Jurisdiction

The rules of law, applicable to content and data transmissions on and around the [QHUB], are determined by the law applicable in New Caledonia. In the event of litigation, not being able to be

the subject of an amicable agreement, only the courts within the competence of the court of appeal of Nouméa are competent.

Effective on: 10-01-19