

GENERAL TERMS OF USE MYRED SERVICES OF RED HORTICULTURE

1. SCOPE OF APPLICATION

The present General Terms of Use (hereinafter referred to as the 'GTU') of the company RED HORTICULTURE (SIREN 840 702 609) and all of its subsidiaries govern without restriction or reservation the relationship between the company RED HORTICULTURE (SIREN 840 702 609) and all Users of the MyRED Service.

In this GTU, the company RED HORTICULTURE will be referred to as the "Seller", and the professional Customer will be referred to as the "Customer".

All services related to the MyRED Service sold by the Seller and provided to the Customer are defined in the Seller's General Terms of Service (hereinafter referred to as the "CGS"), and these General Terms of Use (GTU) are accessories of them.

Concerning the Services sold by the Seller, the GTS and its ancillary contracts apply, including this document, to the exclusion of all other conditions, and the Customer acknowledges having read and accepted them.

More broadly, in connection with the sale of RED Solutions, the Contract applies to the exclusion of all other conditions, and the Customer acknowledges having read and accepted them.

The conclusion of the Service contract by the Customer constitutes acceptance, without restriction or reservation, of these GTU.

These GTU are available at any time on the Seller's website and/or upon request.

This version of the GTU cancels and replaces all previous versions from the conclusion of a new Contract.

The Customer acknowledges and accepts that these GTU are subject to evolve, and the version of the GTU applicable to the Contract is the one available on the Seller's website.

In case of conflict between the different document constituting the Contract, prevailing shall be given in the following order: 1: GTC-S – warranties conditions / 2: GTS / 3: T&Cs / 4: SLA / 5: EIG / 6: PWP-SPA¹.

2. PREAMBULE

The Seller is the owner of an Internet platform accessible at <https://www.horticulture.red> (the "MyRED Software"), which can be accessed through available technologies, including a computer or mobile terminal, allowing Users to securely access privileged content.

The MyRED Software is a space dedicated to specifically identified Users (with a username and personal password).

The functionalities available on the MyRED Software allow Users to easily and quickly access a wide range of information and services (hereinafter referred to as the "MyRED Software"), for which the User has previously acquired a usage right following the conclusion of the Contract.

As part of the services ordered by the Customer, these features are accessible. However, some of them, being optional, must be subject to an additional order.

All Users of this MyRED Software are considered Customers of the MyRED Service and agree to the present General Terms of Use (GTU).

By accessing the MyRED Software, the User acknowledges that they meet the conditions to benefit from the status of User as defined in the article DEFINITIONS below, has read these GTU, and agrees to comply with them without reservation.

These GTU therefore constitute a contractual agreement between the Seller and the User.

If the User refuses to comply with any of the obligations and conditions set forth in these GTU, access to the MyRED Software may be validly denied by the Seller.

3. DEFINITIONS

Any word in these GTU whose first letter is capitalized refers to a definition provided in this article

Confidential Information: Refers to all information of any nature exchanged between the Parties, including, but not limited to, technical, industrial, organizational, or strategic processes related to RED Solutions, as well as all information not intended for public disclosure provided by the Customer to the Seller in the context of this Agreement, as well as all elements constituting this specific Agreement related to the relationship between the Parties.

Contract: Refers to all contractual elements related to the RED Solutions, which the Customer acknowledges understanding and accepting. It includes all applicable conditions for the elements ordered by the Customer, also encompassing the Seller's General Terms and Conditions of Sale (CGT-S), General Terms of Services (GTS), and their ancillary contracts, the Warranty Conditions of the Equipment, General Terms of Use (GTU), the Service Level Agreement (SLA), the Equipment Installation Guide (EIG), and other technical documents as well as, if applicable, the PWP or the SPA.

Customer(s): Refers to any professional, either an individual or a legal entity, who has entered into a contract directly with the Seller under the terms of this GTU.

EIG: Refers to the acronym for the Equipment Installation Guide, a document in which the Seller mentions maintenance recommendations for the Seller's lighting fixtures for Normal use conditions.

Equipment: Refers to the electrical lighting equipment—"lighting fixtures"—as well as servers, sensors, access points, or any other hardware developed by the Seller and necessary for the functioning of the RED Solutions.

Force Majeure: Refers to an event that is insurmountable and irresistible, resulting from a cause beyond the control of the Parties, which consists of an event or a series of events of a climatic, pandemic, bacteriological, military, political, or diplomatic nature.

Functionality(ies): Refers to all the features provided by the Seller to Users through the MyRED Software.

GCT-S: Refers to the acronym for the General Terms and Conditions of Sale related to the sale of the Seller's equipment.

GTS: Refers to the acronym for the General Terms of Services related to the provision of services by the Seller under the MyRED Service.

GTU: Refers to the acronym for the General Terms of Use related to the use of the MyRED Service.

Level 1 Support: Refers to the maintenance support, which can be handled directly by the Customer itself and where the line of conduct is included in the EIG.

Level 2 Support: Refers, during maintenance support, handling of questions related to all elements arising from the MyRED Solutions (use of the light, architecture, IT systems, etc.).

MyRED Service(s): Refers to the services related to the provision of the software developed by the Seller, its installation and user onboarding, as well as the necessary support for maintaining the RED Solutions, including Level 1 and Level 2 Support, and MyRED Service Support.

MyRED Service Support: Refers to the support services for handling the MyRED Service, agronomic support, software use support, and preventive maintenance, aimed at improving the performance of the entire installation.

MyRED software: Refers the portal access to the MyRED Service provides by the Seller and accessible through MyRED WEB and MyRED MOBILE application.

Party(ies): Refers collectively to the Seller and the Customer.

PWP: Refers to the acronym for the Performance Warranty Policy related to the Equipment sold by the Seller.

RED Solution(s): Refers to the complete set of Equipment and services offered and sold by the Seller.

Seller: Refers to RED HORTICULTURE.

SLA: Refers to the acronym for the Service Level Agreement, a document in which the Seller lists the technical prerequisites for the MyRED Service and the recommendations for the Normal use of the MyRED Software provided by the Seller.

SPA: Refers to the acronym for MyRED Service Performance Agreement related to the performance that the Customer can expect from the Seller's services.

User(s): Refers to any individual authorized by the Customer, duly authorized to use or access the elements of the MyRED Service under the execution of this Agreement.

4. OBJECT OF THE CONTRACT

The purpose of these GTU is to define the terms and conditions for using the MyRED Service.

The use of the MyRED Software is exclusively reserved for Users. Any use of the MyRED Software automatically implies the application of these GTU.

Users acknowledge having read and accept all the elements of the Contract concerning them.

5. FORMATION OF THE CONTRACT

In order to benefit from the MyRED Software, the User must first request to be registered by the Seller. The User will receive an email at the address provided to the Seller, confirming the validation of his account.

The User guarantees to the Seller that they have provided accurate, up-to-date, and complete information regarding their identity, professional activity, and contact details.

In particular, the User agrees to provide a valid professional email address. They guarantee that they are acting on behalf of a legal or natural person who meets the definition of a Customer as per the article DEFINITIONS of these GTU and has authorized them to share the information necessary to use the MyRED Software, under the conditions defined herein.

The User commits to regularly update all his Information to maintain its accuracy, in his own interest, given the purpose of the MyRED Software.

Each User can modify their data, which they deem useful or necessary, at any time by clicking on the "Settings" section on the MyRED Software.

¹ The PWP and the SPA are only applicable between the Parties if the Customer has signed the documents.

The User is informed that the Seller has the right to suspend the provision of the MyRED Software if the registration details violate these GTU.

Furthermore, the Seller may deactivate access to the MyRED Software if the Customer has not fulfilled his obligations under the Contract, particularly his payment obligations under the article FINANCIAL CONDITIONS of the GTC-S or GTS.

If the User provides false, inaccurate, outdated, or incomplete data, the Seller has the right to refuse the User future access to all or part of the MyRED Software.

In the hypothesis that the User violates applicable laws, including criminal laws or laws protecting the rights of third parties, or if their conduct has harmed the interests of anyone or the use of the MyRED Software by another User, the Seller has the right, without prior notice, to suspend or refuse the User future access to all or part of the MyRED Software.

The Seller is not responsible for any errors, omissions, or inaccuracies in the information provided by a User, either to other Users or third parties.

6. IDENTIFICATION DE L'UTILISATEUR

Each User receives, as part of the registration process, an email at the address provided during registration for the account activation. The MyRED Software is fully accessible once the User has completed the entire activation process indicated in this email.

The identification of a User within the Information System is carried out by the combination of a login and password. The password is a confidential and important piece of information that provides access to the MyRED Software. The User must be the only one to know his password. It is his responsibility to memorize it, not to disclose it, write it down, or give it to anyone. Its disclosure engages the User's responsibility.

The Seller decides on the security policy regarding the password (complexity, length, validity period).

The password must be at least eight (8) characters long.

It must not contain the login, and it must be renewed every three (3) months.

The User undertakes to immediately inform the Seller of any unauthorized use of their account and any breach of confidentiality and security of their identification means.

The Seller may, if deemed necessary, suspend the User's account.

If the Seller has legitimate reasons to believe that the security of the MyRED Software is violated or that its use is contrary to these GTU, they may temporarily suspend the account to, in particular, preserve the integrity of the MyRED Software and data, and, if appropriate, require the modification of these identification means. If the User wishes to modify his identification means, they can simply contact the Seller to request a reset of his password at the following address: support@horticulture.red.

If the User's identification means have come into the hands of third parties due to their actions, the Customer is solely responsible for any use of these identification means and the use of the MyRED Software resulting from it. The Seller cannot, under any circumstances, be held responsible for any loss or damage resulting from the User's failure to comply with their obligations.

Under no circumstances can the Seller be held responsible for the use made of the MyRED Software. In the event of the Customer's cessation of activity or at the end of the Contract, for any reason, the User accounts are deactivated by the Seller.

The Seller undertakes not to retain any Confidential Information and to immediately return to the Customer all media containing Confidential Information, as well as any elements that may have been provided by the User for the use of the Service and access to the MyRED Software.

7. OBLIGATION OF THE PARTIES

All the contractual documents forming the Contract are accessible at any time on the website www.horticulture.red.

The User acknowledges having read all of the aforementioned contractual documents and accepts their terms.

The Customer has the option to subscribe to one or more of the Features provided by the Seller directly on the MyRED Software. However, some features require the subscription to a specific service order with the Seller.

The User agrees, within the framework of using the MyRED Software, not to engage in any acts, of any kind, such as the issuing, editing, uploading, or disseminating of data and/or content that is contrary to the law or that infringes upon public order, good morals, or the property rights of the Seller or third parties.

The User agrees to respect, in his use of the MyRED Software, the following rules (without this list being exhaustive):

- Provide accurate information during their registration on the MyRED Software;
- Not use a false identity to deceive others;
- Comply with the laws in force and respect the Seller's property rights, as well as all provisions included in the Contract;
- Use the MyRED Software fairly and in accordance with its professional purpose;
- Not reproduce and/or communicate to the public, via the MyRED Software, any content without the prior authorization of the Seller;
- Not misuse or attempt to misuse any of the MyRED Software's features outside of its normal use as defined in these GTU;

- Not harm the Seller's image, in any form or for any reason;
- Not use any robot software or any other automated procedure or equivalent tool to navigate the MyRED Software;
- Only provide the Seller with information that they believe can be shared without harm to themselves, other Users, the Seller, or third parties;

In case of failure by a User to meet one or more of the obligations mentioned in these GTU, the Seller reserves the right to block the User's account(s), automatically delete any contentious messages, prevent the publication of part or all of the User's profile, and suspend and/or unilaterally terminate access to the MyRED Software, either temporarily or permanently, without compensation.

Users can report any behavior or content on the MyRED Software that clearly violates the rules outlined above by describing it and pinpointing its location on the MyRED Software as precisely as possible, and sending an email to the Seller at the following address: support@horticulture.red.

However, Users are informed that any abusive reporting may itself be sanctioned in accordance with applicable regulations.

Moreover, without this list being exhaustive, the parties jointly agree to:

- Refrain from disseminating information or content that is not consistent with reality;
- Not disseminate data, information, or content that could diminish, disrupt, prevent the normal use of the MyRED Software, or interrupt and/or slow down normal communication between Users;
- Not use the Service to send mass unsolicited messages;
- Not collect information about third parties, including email addresses, for the purpose of conducting commercial solicitation or similar activities, incorporating them into a directory service, or engaging in competitive intelligence.

In general, the Parties abstain from any behavior that could harm the interests, image, or reputation of the other Party.

8. MINIMUM TECHNICAL REQUIREMENTS

The User acknowledges having the necessary skills and resources to access and use the MyRED Software. Accessing and using the MyRED Software requires at least the configuration of the user account and compliance with other recommendations found in the SLA provided to the Customer by the Seller.

For this purpose, the User acknowledges having verified that the computer configuration they possess is adequate according to the SLA recommendations provided by the Seller.

The equipment (computer, mobile phone, software, telecommunications means, etc.) enabling access to the MyRED Software is the sole responsibility of the User, along with any telecommunications costs incurred by its use.

9. DURATION OF THE CONTRACT

The present GTU take effect upon the conclusion of an order between the Parties related to the MyRED Service and end under the same conditions as those mentioned in the article DURATION OF THE CONTRACT of the GTS.

10. RESPONSIBILITY

Each Party is responsible for the proper execution of the obligations it assumes under the Contract.

For the execution of all of its obligations, the Seller is subject to an obligation of means and makes its best efforts to ensure the availability of its MyRED Software 24 hours a day, 7 days a week, except for scheduled maintenance operations, subject to the provisions of this article.

Access to the MyRED Software is provided on an 'as-is' basis and is subject to its availability.

The Seller provides no express or implied warranty regarding the quality and compatibility of the MyRED Software for any specific use, nor for the non-violation of the rules for using the Services by its Users.

This section emphasizes that the Seller will try its best to keep the MyRED Software available at all times, but it cannot guarantee that the software will always meet specific needs or be free from issues related to usage rules or compatibility.

User's responsibility

All the equipment and compliance with the recommendations of the SLA necessary to access the MyRED Software remain solely the responsibility of the User. It is the User's responsibility to take all appropriate measures to be able to access the service, protect their own data, computer systems, and/or software from potential viruses.

The decisions or actions the User takes based on the information contained in the MyRED Software shall not engage any responsibility other than his own. The User is solely responsible for the use they make of the MyRED Software, and more generally for any use or operation performed from their account and profile.

The User acknowledges that the Seller does not exercise control over the content and data of their account and that the Seller has no general obligation to monitor the data of Users stored and disseminated through the MyRED Software.

The Customer is solely responsible, with respect to the Seller and, if applicable, any third party, for any damages, direct or indirect, of any kind, including, but not limited

to, lost profits, loss of business, loss of revenue or profit, loss of customers, loss of opportunity, loss or corruption of files or data, or any other financial loss originating from or as a consequence of access to the MyRED Software, caused by information or any other content element communicated, transmitted, or disseminated by the User during its use.

Seller's responsibility

The Seller undertakes to provide the service in accordance with the GTS and these present GTU.

The Seller has no general obligation to monitor the data and content provided by Users, nor an obligation to remove content that does not appear to be manifestly illegal, despite being reported.

Due to the particular nature of the internet network, access to the MyRED Software may be interrupted or restricted at any time due to a cause external to the Seller; in this case, the Seller's liability cannot be sought.

The Seller's liability also cannot be engaged in the event of interruption of access to the MyRED Software due to maintenance operations, updates, or technical improvements, provided these interruptions are notified and do not exceed professional standards. Furthermore, the Seller may temporarily or permanently suspend access to the MyRED Software and service, especially if it discontinues the activity in question or in the event of the company's liquidation, either judicial or amicable; in these latter cases, access to the MyRED Software will be automatically terminated.

The Seller reserves the right, at any time and without prior notice, to modify any information appearing on the MyRED Software as part of updates or corrections of errors or inaccuracies.

The Seller is not responsible for the content of third-party websites or software that may potentially be linked to from the MyRED Software.

In the event the Seller's liability is held, the total and cumulative indemnity that the Customer may claim will be limited to certain, direct, and foreseeable damages, which are real, established, and the amount potentially paid by the Customer to the Seller which cannot exceed the equivalent of two (2) month of service provision.

Unless public policy provisions apply, no legal action can be brought by the Customer against the Seller on the basis of contractual liability or any warranty regarding access to the MyRED Software after the expiration of a period of one (1) year from the occurrence of the event that triggered such action.

Under no circumstances shall the Seller be held liable for indirect and unforeseeable damages such as lost profits or damages resulting from the loss of data or loss of business caused by the use or inability to use the MyRED Software, service, or content, whether based on a warranty, contract, or civil tort.

All other provisions regarding liability in these GTU are mentioned in the article RESPONSIBILITY of the GTS, which the Customer has already accepted.

11. EARLY TERMINATION

Early termination

In the event of non-compliance with the GTS and these GTU by the User, the Seller may immediately suspend access to the MyRED Software by right.

In this case, the Seller will notify the Customer of this suspension by email and will demand that the violation cease. After a period of eight (8) days from this notification without effect, the Seller has the right to suspend or terminate access to the MyRED Software, without any further formality and without prejudice to its right to claim damages for the harm suffered.

Termination does not entitle the Customer to any refund of amounts already paid, and the Customer is required to terminate the contract in accordance with the terms of the articles CONTRACT DURATION and EARLY TERMINATION of the CGS.

It is also reminded that in case of a manifest violation of applicable regulations or the User's obligations, regardless of the nature, the Seller may also delete the User's account and terminate access to the MyRED Software without prior notice.

Unsubscription from the MyRED Software

At any time, the User can request the deactivation or deletion of their account from the Seller by contacting the following address: support@horticulture.red.

Early termination consequences

It is understood between the Parties that, in accordance with the provisions of the article EARLY TERMINATION of the CGS, all amounts already paid by the Customer remain fully acquired by the Seller, unless the Parties decide otherwise.

All other provisions applicable to the early termination of these CGU are mentioned in the article EARLY TERMINATION of the CGS, which the Customer has already accepted.

12. INTELLECTUAL PROPERTY

The Seller is the owner of the MyRED Software, including its technical, graphical, textual, or other components, with the exception of the content provided by the Users themselves. The MyRED Software and all its components are designed and developed by the Seller, who owns or holds the intellectual property rights over them.

It is specified that the graphic design and content of the MyRED Software are protected by intellectual property laws currently in force in Europe and the USA. The Seller is the holder of all the rights related to these.

The use of the MyRED Software does not grant the User any rights over any of these elements, except for the rights related to the content provided by the Customer himself. By accepting these GTU, the User acknowledges the Seller's intellectual property rights listed below and agrees to respect them.

MyRED Software User License

The Seller grants the User a non-exclusive, personal, and non-transferable license allowing them to use the MyRED Software, as well as the data it contains, in accordance with these GTU and, in particular, in line with the intended use of the MyRED Software. Any other exploitation or use of the MyRED Software, its Content, and in particular, the data it contains, is excluded.

Any extraction or reuse beyond the normal use of the MyRED Software, of the data contained in the MyRED Software, is strictly prohibited without the express and prior authorization of the Seller.

License to Use User Content

In order to allow the provision of services in accordance with the intended purpose of the MyRED Software, the User grants the Seller access to the content and data they integrate and/or upload via the MyRED Software.

The User guarantees to the Seller that the data, information, or content in question complies with the law and does not infringe the rights of others.

The Seller does not acquire any ownership rights over the data, information, and/or content provided by the Users.

For the sole purpose of providing the services, the User authorizes the Seller to reproduce, adapt, and translate the content provided by them via the MyRED Software as necessary for any operation of storage, backup, and transmission of the service and for make it compatible with the technical performance or relevant formats compatible with the MyRED Software.

The Seller guarantees to the User and the Customer that all data collected in accordance with the paragraphs above will in no way infringe upon their interests, their integrity as a natural or legal person, their specific intellectual property rights, and more broadly, will comply with applicable laws and regulations.

In the event of a clear infringement of intellectual property rights regarding the MyRED Software, the Party with an interest in protecting their rights must inform the Seller of this infringement via the following email address: support@horticulture.red.

In general, the Parties acknowledge that these provisions do not conflict with the provisions of the INTELLECTUAL PROPERTY article of the GTS, and acknowledge their obligation to comply with the obligations outlined in the aforementioned article.

13. DATA CONFIDENTIALITY

Any personal data, that is to say, "any information related to an identified or identifiable natural person, directly or indirectly, by reference to an identification number or one or more elements specific to them" must be processed in accordance with the applicable law. If, during the use of the MyRED Software, the User is required to create files containing personal data:

- They must ensure that the files are created in compliance with the applicable law;
- In any case, they must refrain from including personal and inappropriate comments about the individuals mentioned in these files (customers, colleagues, candidates, etc.).

The personal data of the Users are stored by the Seller on its servers for processing in the context of using the MyRED Software.

The User is reminded that they have the right to access, correct, delete, limit processing, and oppose the processing of personal data concerning them. These rights can be exercised in accordance with the Data Protection Act by contacting the following email address: support@horticulture.red, or by going to the "Settings" section of the MyRED Software to access, modify, or delete personal data. The User may also request the deletion of their account from the Seller.

During the duration of the GTU, the Seller may use the personal data and information obtained through the use of the MyRED Software in accordance with applicable laws and regulations. Each User is informed that the Seller may also send them commercial information and offers through the MyRED Software. Users have the option to accept this by sending an email to the Seller at the email address support@horticulture.red.

The Seller commits to not disclose to third parties the information provided by the Users on the MyRED Software. These are considered as Confidential Information. The Seller does not sell, market, or rent personal data concerning its Users to third parties.

The personal data provided by the User will be destroyed five (5) years after the closure of their account on the MyRED Software or the expiration of the Contract, upon their express request.

The Seller keeps a record of connections to the MyRED Software and their origin (log). This usage is for statistical analysis purposes and is destroyed afterward.

The Seller takes the necessary steps to ensure that the personal data collected via the MyRED Software is neither lost, nor diverted, nor accessed, altered, or disclosed by unauthorized third parties.

In general, the use of all Confidential Information exchanged between the Parties during the entire duration of the contractual relationship is strictly limited to the object of the Contract defined between the Parties. Any other use is formally prohibited, and the application of this article of the GTU obliges the Parties to comply with their obligations under the article CONFIDENTIALITY OF DATA in the GTS.

14. FORCE MAJEURE

Any circumstance beyond the control of the Parties, meeting the definition of Force Majeure as outlined in the article DEFINITIONS of the GTU, that prevents the execution of their obligations under normal conditions, or that may cause delays in their execution, shall be considered as a cause for exemption from the Parties obligations and shall result in the suspension of these obligations.

The Parties acknowledge that the occurrence of such an event releases them from liability under the article RESPONSABILITY of the GTU.

In any case, the Parties will make reasonable efforts, in good faith, to take all possible measures to continue the execution of the Contract.

If the Force Majeure event is of such nature that it permanently prevents the completion of the Contract, the Contract may be terminated in accordance with the article "EARLY TERMINATION" of the GTU by the Parties.

15. VARIOUS ARTICLE

Good faith and cooperation

The Parties commit to always act towards each other as loyal partners in good faith, and in particular, to inform each other of any difficulties they may encounter in the execution of the service contract, as well as to cooperate for its proper execution.

Renonciation

Failure by either Party to exercise a right under this Agreement does not in any way mean that they waive his right to enforce that right.

Full agreement

Terms and Conditions supersede and replace any prior written or verbal agreement having the same subject matter concluded between the Parties.

Titles

In case of difficulty in interpreting the headings at the beginning of the articles, the headings shall be considered as non-existent.

Nullities

The possible nullity of any provision of this Agreement shall not result in the nullity of the entire Agreement, unless the nullity concerns a substantial provision of the Agreement.

Litigation

This Agreement is entirely governed by French law.

In the event of a dispute following the signing of this Agreement, the Parties will prioritize an amicable resolution.

In the absence of an amicable resolution, for Customers whose domicile is located in the Netherlands, the Parties acknowledge the jurisdiction of the Commercial Court of Rotterdam (Netherlands).

In the absence of an amicable resolution, for all the other Customers, the Parties acknowledge the jurisdiction of the Commercial Court of Lyon (France).

Cookies and IP addresses

The website <https://www.horticulture.red> may collect information about the user through the use of cookies. These cookies are used to enhance the user experience and for statistical purposes. The user has the option to disable cookies by changing his browser settings.