

# GENERAL TERMS OF USE AND SALE

(Last updated October 04th, 2018)

## PROREALTIME SAS

Simplified joint-stock company with a capital of 200,000 Euros  
N° 499 355 444 RCS Nanterre  
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## ARTICLE 1 - GENERAL

1. **Acceptance.** By registering on the prorealtime.com website ("**Site**"), you become a legitimate user ("**User**") of our online stock exchange information services ("**Services**"), certain of which are provided without charge and others on payment of a subscription, on the condition of accepting the present general terms of use and sale ("**Conditions of Use**") and if appropriate the special terms of use and sale ("**Special Conditions**") applicable to certain Services or coming from any other entity involved in the provision of the Services ("**Data Providers**"), such as for example the stock exchanges or telecommunications carriers.

It is possible to link the Services to a financial instrument trading account held by a partner broker of PROREALTIME and to benefit, in this case, from a service of reception and transmission of orders from PROREALTIME ("**RTO Service**"). The supply of the RTO Service is governed by specific Special Conditions which are separate from the present Conditions of Use.

For the purposes of the Conditions of Use and, if necessary, of the Special Conditions, the Services comprise, without this list being exhaustive, free or paid access to market data produced by Data Providers, to software tools, to assistance and training and more generally to any other service offered by PROREALTIME and available on the Site, with the exception of the RTO Service. The Services also include all of the communications made to Users, such as, in particular, administrative, technical or commercial messages, alerts, SMS alerts, RSS feeds, electronic messages (e-mails), messages by post, explanatory documents, videos, computer programs etc.

The Conditions of Use and, if necessary, the Special Conditions, are established between PROREALTIME and yourself. If you do not accept the Conditions of Use, you cannot register nor have access to the Services. You are reminded that your consent to the Conditions of Use, and if necessary, to the Special Conditions, is given by a click on the space provided for that purpose on the registration and/or subscription pages and/or on the pages of your account.

2. **Information and communication sector.** ProRealTime does not provide any financial investment advisory services. All information on this site is "General" information only and is not in any case personal or financial investment advice nor a solicitation to buy or sell any financial instrument.
3. **Minors.** The use of the Site and Services is only for persons having the legal capacity to accept the Conditions of Use and, if necessary, the Special Conditions, i.e, persons of legal age of consent and who are not under legal guardianship. By logging in to the Site, by using the Services or subscribing to a Service on the Site, you acknowledge that you are of legal age of consent in accordance with the applicable Laws of your country of residence or have obtained authorization from your legal representatives. PROREALTIME reserves the right to ask to verify your identity and to terminate your registration and any subscription to a Service, if you do not have the legal capacity to accept the Conditions of Use and, should the case arise, the Special Conditions.
4. **Health Warning.**
  - A. Warning on epilepsy and visual fatigue. Certain people are liable to have attacks of epilepsy or loss of consciousness linked to certain strong light stimulations, such as rapid succession of images, repetition of geometric figures, of light flashes, of on and off flashing or of displays. These people should consult their doctor before any use of the Services. If, while using the Services, you suffer from any visual fatigue, feeling of faintness, loss of consciousness or other symptom of epilepsy (contractions of the eye or of muscles, altered vision, tired sense of sight, involuntary movements and disorientation, ...) you should immediately stop using the Services and consult a doctor.
  - B. Trading is speculative and may result in substantial or complete loss of funds, or even losses in excess of your initial deposit or initial cash. You understand that the evolution of your invested amount can cause emotional distress. Thus, if you have or might have health problems, such as cardiac disease, you should immediately stop using the Services.

5. *Participation of PROREALTIME in measures against internet crime.* PROREALTIME informs you that it will promptly inform the appropriate public authorities of any unlawful activity of which it might be informed by a User on the Site or if you should practice such activities while using the Services.

## ARTICLE 2 - USE OF THE SERVICES

1. *Computer equipment and Internet Access.* You are solely responsible for the necessary facilities and you agree that you are entirely and solely in charge of all costs linked to the use of the Services, including but not limited to the costs of the connection to the telecommunications networks, including the Internet, linked to the use of the Services and the costs for the necessary facilities linked to the use of the Services.

It is your responsibility to take all necessary measures to ensure that the technical specifications of your equipment and of your Internet network enable you to use the Services. PROREALTIME cannot be held responsible for any problem you might encounter as a result, in launching or using the Services or your inability to use the Services.

The Site and Services are available at any time except in the event of force majeure or the occurrence of any event beyond the control of PROREALTIME (including but not limited to problems experienced by Data Providers or by any other entity involved in the provision of the Services) or in the event of possible breakdowns or maintenance necessary for the good performance of the Site and Services.

2. *Registration and other information.* You agree to and undertake to (a) provide truthful, accurate, specific, up to date and complete information about yourself, notably with respect to your name, phone number, email and mailing address which may be requested in connection with the use of the Services, as required by the forms for registration, subscription and for any other request for information within the framework of the provision of the Services ("Registration Data"), (b) quickly update the Registration Data so that it is always accurate and (c) to communicate any further information to PROREALTIME in order to enable the latter to provide the Services. Your registration is strictly personal and is not authorized on behalf of a third party.

3. *Access to the Services.*

- A. PROREALTIME grants you, free of charge or on a paid subscription basis, a limited right of access to and use of the Services, which is non-transferable and non-exclusive, for personal or professional use, on the condition of compliance with the Conditions of Use.

At the end of your registration on the Site, you will have a user name and password ("Login"). The Login is reserved for your use. It is strictly personal and confidential. You are solely responsible for the protection, security and use of your Login. You (a) should not communicate the Login to any person or entity and (b) will not allow any other person or entity to use the Login. It is your responsibility to ensure confidentiality of your Login and restrict access to such information. You agree to be personally liable for all activities undertaken with your Login. Furthermore, you undertake to immediately notify PROREALTIME, by all appropriate means, if you believe that someone other than yourself is using your Login and/or your account and to immediately change the Login as soon as you are aware of its loss, theft or unlawful use. You undertake (c) not to use or attempt to use another User's account or Login, (d) nor pretend to be someone else (including another User, employee or a representative of PROREALTIME) in any manner whatsoever, (e) nor imply that your statement or comments are supported or endorsed by PROREALTIME.

- B. The Services granted free of charge by PROREALTIME for a limited period within the framework of a free trial of the software can be refused or terminated without notice at PROREALTIME's discretion. In general, for any Services available free of charges to Users, PROREALTIME reserves the right, at any time, in its discretion and without prior notice to Users, to change, revise, modify, add, upgrade, remove or discontinue such free Services in whole or in part, and no damages can be claimed by the User. Users acknowledge and agree that the Conditions of Use supersede and prevail over any other information, documentation or communication which may have been provided on the Site and which shall be regarded as being for information only.

- C. Professional/Non-Professional Status with regards to Data Providers. Certain Services will be reserved either to professional Users or to non-professional Users. You promise to make a truthful statement concerning the User type which applies to you according to the below definition of professional or non-professional status provided by Data Providers.

You are a non-professional User if you meet all the following criteria for the entire length of your subscription:

- You are a natural person.
- The market information is for your exclusive personal use and you are in no circumstances providing the market information to any third parties.
- You are subscribing in your own individual and personal capacity and not on behalf of a firm, corporation, partnership, trust, or association. You are not a self-employed individual maintaining an account in your company's name. The account should always be maintained in the User's name and not in the company

name.

- You are using the market information solely for your own personal investment activities, and not as a principal, officer, partner, employee or agent neither of any business nor on behalf of any other individual.
- You are not a financial institution nor acting on behalf of a financial institution, nor having activities in your homeland or abroad in the domain of banking, investment or financing and are thus not submitted to the rules of any authority in control of financial instruments regulations.
- You are not an investment advisor, securities broker-dealer, registered representative, futures commission merchant, commodities introducing broker or commodity trading advisor, member of the Securities Exchange or Association or Futures Contract market, or any owner, partner, or associated person with these parties.
- You do not perform functions of asset management (financial instruments) or trading activities in a financial establishment, a credit establishment, a bank, an investment company, a portfolio management company, an insurance company, a mutual insurance company, or an affiliated company of any of the establishments, banks, or insurance companies previously listed.
- You will not use the Information for the management of the property of third parties with or without a remunerative character. This includes, but is not limited to the Use of the Information for the (non-professional) management of third party assets and/or within the framework of a (non-commercial) investment club.
- You will not redistribute, republish or provide any market information from the Service to any third party.

You are a professional User if you do not meet at least one of the criteria outlined above and shall thus necessarily subscribe to the "Premium" version of the Services at prices applicable to professional Users in case of a paid subscription to the Services.

With respect to your statement to Data Providers and PROREALTIME, you acknowledge and agree as follows :

- You agree to provide information and/or documents as PROREALTIME may reasonably require in order to confirm the validity of these representations.
- You accept that your use of market information as a non-professional User is conditional upon the validity of this statement.
- You accept that you may be liable to PROREALTIME for additional fees and charges in the event of any change in circumstances or non-compliance with the terms of this statement.
- You agree to inform PROREALTIME within five (5) days following any change of the circumstances confirmed in this statement.

In case of doubt of your status as a professional or non-professional User, you promise to contact us before making your statement concerning the User status which applies to you. In case of incorrect statement, whether intentional or not, you will be solely responsible for any damages whatsoever that may arise from your statements to the Data Providers, PROREALTIME or any other entity involved in the provision of the Services.

- D. Mobile Application. PROREALTIME also makes available to you a mobile application developed for Smartphones. Access to this application is provided free of any charge by PROREALTIME, after prior registration on the Site pursuant to article 2.2 and subject to compliance with the Conditions of Use. You therefore understand and agree that this access may be modified or stopped, in whole or in part, at any time, and no damages or reimbursement of any fees that may have been paid for subscription to the Services can be claimed by the User. The User acknowledges and agrees that the FTSE market in real time shall not be provided in the mobile application even if such User has subscribed to this market on the Site and no damages may be claimed to PROREALTIME. This mobile application is not available for the users of the RTO Service.
- E. PROREALTIME offers several versions of the software, including versions called Complete and Premium. You understand and agree that in the context of our various offers of Services available on our Site, features of the software differ according to these versions. Moreover, you are aware that features of the software may be impacted depending on your computer equipment and Internet access. If the latter do not support the appropriate technologies, you will not be able to use certain Services or access certain information available through the Services.

Pursuant to Article 2.3.B, you acknowledge that you have had the opportunity to test the various features and limitations of these different versions of the software as part of a free trial of the software. You understand and agree that no request of refund can be claimed to PROREALTIME if your computer equipment and Internet access are not adapted to the Services. You acknowledge and agree that the software may also be modified at any time without notice and no damages can be claimed to PROREALTIME.

- F. Limitations of objects. In order to improve the performance of the software, PROREALTIME implements an automated processing of objects (lines, alerts, or text) inserted by the User on the charts. This processing could result in the deletion of certain objects, in particular if these objects have been inserted in time periods prior to the historical data displayed by PROREALTIME. You thus agree that these objects can be deleted automatically and definitively by PROREALTIME and no damages can be claimed to PROREALTIME, nor its liability sought.

## 4. Rules of use.

- A. You can use the information and data available thanks to the Services solely for your own needs, or if you are a professional User, according to the terms of article 2.3.C, having subscribed or having access to the Premium version of the Services, for your professional activities. You will refrain from all types of use of this information and data not specifically authorized by the Conditions of Use and the Special Conditions, whether this be free of charge or for a fee.
- B. You take personal responsibility for all of the necessary legal, statutory or administrative authorizations, if need be, for the use of the Services.
- C. The Services are interactive. They allow you to send to PROREALTIME or to Users through PROREALTIME communications and electronic exchanges, in particular e-mails, documents, computer programs or any other data that you save by Login access ("Electronic Communications") in obligatory compliance with the following rules :
- You use the Services in compliance with the laws and regulations in force.
  - You will be personally responsible for the Electronic Communications sent to PROREALTIME or to Users through PROREALTIME, including Registration Data and any other information or data saved using your Login. PROREALTIME will consider that any Electronic Communication sent using your Login comes from you.
  - You will not send any Electronic Communication :
    - (i) containing prohibited information, or contrary to applicable laws in force ,and in particular whose nature is offensive, disparaging, insulting, libelous, violent, pornography or child pornography, inciting racial hatred or violence, revisionist, constituting an apology for crimes against humanity, aiming at harassing or threatening, or likely to undermine human dignity or constitute a breach of privacy ;
    - (ii) containing information liable to violate another person's rights, data or material protected by copyright or by any other intellectual property rights, know-how, personality rights (droits de la personnalité) or right to privacy, without prior obtention of the written authorization of the holder of these rights ;
    - (iii) containing viruses, worms, zip bombs or any other program which is harmful or aimed at the large scale sending of unsolicited messages, at phishing or to penetrate and/or detect weaknesses in the information system of PROREALTIME, of its service providers, or of the Data Providers ;
    - (iv) containing false information or information which does not correspond to reality, and notably any explicit or implicit reference to occult practices or palmistry, etc.
- D. You will not use the Services or the Site for advertising or commercial purposes. This prohibition is aimed particularly at (a) the gathering of personal data concerning the Users or the visitors of the Site with a view to the sending of unsolicited messages, (b) the sending of unsolicited promotional messages, contests, lotteries (c) solicitation of payment or online donations through the Services and (d) sales canvassing, soliciting or prostitution.
- E. If you are an instructor within the framework of the training courses offered on the site, you promise to always send a copy of any Electronic Communication with another User of the Site to PROREALTIME and not to make any commitment concerning the business activities, the Services or the future development of PROREALTIME.
- F. Programming Help. A Service for programming support (the "Programming Support") may be made available to you by PROREALTIME so you can seek assistance from PROREALTIME in the creation and programming of your codes. The User agrees that PROREALTIME reserves the right not to respond without any justification to be provided, to a request for Programming Support. The User agrees that no performance or reasonable efforts obligation shall lie with PROREALTIME in connection with this Service. By requesting programming help via this Service, you agree that:
- No information provided by ProRealTime through this Service is investment advice or a solicitation to buy or sell any financial instrument.
  - Any code sent by ProRealTime is an indicative example based on some or all of the conditions specified by you.
  - ProRealTime's reply to your request may not satisfy your conditions.
  - You should test any codes provided on a simulated PaperTrading account.
  - You can modify the code provided by ProRealTime in full or in part at any time and should adapt it to your own personal needs.
  - You are the only decision maker of your own real trading operations and portfolio management.
  - ProRealTime cannot be held liable in any case for losses or damages resulting from your use of all or part of the code provided.

- By requesting Programming Support, you accept that your message, any code or attachment it may contain, and ProRealTime's reply be published on the Internet site of our partner [www.ProRealCode.com](http://www.ProRealCode.com). ProRealCode is an independant company, which owns and operates the site [www.ProRealCode.com](http://www.ProRealCode.com). If you want a to make a paid code request that will remain confidential, you can contact our partner [www.ProRealCode.com](http://www.ProRealCode.com) to request a price quote.

PROREALTIME hereby reminds the User that any Electronic Communications and namely related to this Service for Programming Support is subject to the conditions specified in article 5.2.

- G. Data Providers' Requirements. These Conditions of Use are subject to any requirements of PROREALTIME's Data Providers under PROREALTIME's agreements with such Data Providers hereafter specified.

In order for the User to receive access to market information, the User acknowledges and agrees to comply with the following conditions :

- the User is allowed to use the market information only for its own internal business purposes (if the User is a business) or his or her own individual purposes (if the User is an individual); and
- the use of the market information is for the sole purposes of consulting, storing, processing, and on the essential condition that such market information is not redistributed, published, assigned or otherwise made available to third parties by the User without the prior written consent of Data Providers or PROREALTIME
- such redistribution, publication, assignment or availability of market information in any manner by the User to any third party is prohibited. The User will be liable and will indemnify Data Providers and PROREALTIME against all direct loss, damage, cost or expense (including reasonable legal fees) arising out of any breach by the User of any obligation, warranty or undertaking hereof or resulting from the User's gross negligence or willful misconduct.
- the User recognizes that Data Providers own the Intellectual Property Rights to the market information including market data, quotations, indices, time stamps, prices, volumes, news and other information. Notably, the User acknowledges and agrees that any and all intellectual property rights and any other rights, notably copyrights, in and to the Nikkei Indices, are solely owned by Nikkei. © Nikkei Inc.
- the User agrees to provide all information requested by PROREALTIME or the Data Providers and to grant access to PROREALTIME or the Data Providers to all relevant documentation and technical equipment for auditing or compliance purposes
- the User acknowledges and agrees that audit may be conducted by the Data Providers for a period up to five (5) years after the end of the provision of the Services to the User
- the User acknowledges and agrees that PROREALTIME is permitted to provide User's information to the Data Providers
- the User undertakes to make a truthful statement concerning its status as a Non Professional Investor, as specified in article 2.3.C and agrees that the information contained in this statement may be processed, stored and accessed for inspection by auditors acting on behalf of the Data Providers
- if the User is a Non Professional Investor, as defined in article 2.3.C, the User acknowledges and agrees that Data Providers may contact him or her directly to confirm his or her status as a Non Professional Investor.
- neither Data Providers nor PROREALTIME shall be liable for any loss, damage, costs, claims and expenses whatsoever arising from mechanical or electrical failure of any kind, any error or omission in the collecting, reporting, recording, processing, storing or supplying of the market information, breakdown of the system, or erroneous reports/ information submitted to Data providers
- The market information is provided "as is." Data Providers and PROREALTIME shall not be liable to the User or any third party for any loss or damage, direct, indirect or consequential, arising from (i) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of the market information or any other information supplied to the User through the Services or (ii) any decision made or action taken by the User in reliance upon the market information. Nor shall Data Providers and PROREALTIME be liable for loss of business revenues, lost profits or any punitive, indirect, consequential, special or similar damages whatsoever, whether in contract, tort or otherwise, even if advised of the possibility of such damages incurred by the User.

Data Providers may impose additional financial and contractual requirements, which shall then be notified to the Users by PROREALTIME. Users undertake to agree with such additional requirements or, otherwise, to terminate these Conditions of Use and, if necessary, the Special Conditions, in accordance with the terms of article 6 "Duration and termination".

- H. PaperTrading Service. A trading simulator Service called PaperTrading may be provided.

Use of the PaperTrading Service is subject to the following terms:



You certify that you have read all of the content regarding the trading simulation service proposed by the PaperTrading module on our website before using it. You acknowledge and agree that the PaperTrading Service does not allow the creation of real orders and that it is only a decision-making tool. Any order, gain or loss must be considered as virtual. By providing an order simulation service, PROREALTIME does not have the ambition to train users in investing techniques and market behavior. PROREALTIME only proposes a service allowing you to improve and develop your own skills and performance by your own means.

You certify and agree that you are the only decision maker of your own real trading operations and portfolio management and that PROREALTIME may not be held responsible for any type of damages that could result from your use of the PaperTrading module. In particular, PROREALTIME will not be responsible following your use of this module for any errors in the emission of any real order or real trading results.

## ARTICLE 3 - PRICE AND PAYMENT

1. Extent of non-paying service. Subject to certain conditions, Users have the opportunity to use free of charge some of the Services. Registration on the Site and access to the end-of-day data are free of charge for all Users.
2. Subscription Price to the Services. Pricing conditions for the paying Services are listed on the Site. The subscription price to the Services includes the price of the software license (Premium or Complete License) and the price of the options (subscription to real-time data, to intraday charts or to any other optional Service is charged, excepting special offers or promotional deals). The price of the subscription to the Services varies according to :
  - the type of User (professional or non-professional),
  - the options (license type, real-time data, SMS Alerts Service and additional plugins),
  - the subscription length chosen (when subscribing to the Services for a period of six (6) months the User shall benefit from 10% off the price of the software license and from 20% off the software license when subscribing for a period of one (1) year), and,
  - exclusively for non-professional Users, the length of the relationship between the User and PROREALTIME (if a User has subscribed for more than thirteen successive months to the Services, such User will benefit from a 20% off the software license and from 40% off the software license if he has subscribed for more than thirty seven successive months to the Services), and
  - the markets chosen ; when subscribing to a market (Indices included), the User shall benefit from 50% off the price of Indices, in the following conditions :
    - this discount cannot be combined with any other applicable discount or promotional offers save those in relation with the subscription length or with the length of the relationship, if applicable, and mentioned above,
    - the discount is solely reserved and applicable to non-professional Users,
    - when subscribing solely to Indices, the discount shall only apply to the Index which price costs the less, and
    - for any additional market to the current subscription, the discount shall only apply if the remaining subscription period to run is at least of thirty (30) days.

PROREALTIME can also grant limited special offers in the following conditions :

- the special offers shall be occasional and for a limited time which shall be specified when subscribing,
- they shall be solely reserved to non-professional Users, and
- they shall not be combined with any other applicable discount or promotional offers save those in relation with the subscription length or with the length of the relationship, if applicable, and mentioned above.

Any User having subscribed to real-time data, whether he is a professional User or not, benefit free of charge from three SMS Alerts per month.

The total amount taxes excluded and total amount including any applicable taxes will be shown at the bottom of the prices page available on the Site at any time and when confirming an order. Subscription termination methods are described in the article "Duration and termination".

3. Payment Terms. Payment is made when taking out the subscription and after accepting the Conditions of Use and the Special Conditions which may apply, in application with the conditions specified in this article. For each professional User, an invoice will be issue after acceptation of the Conditions of Use and the Special Conditions which may apply. The corresponding invoices shall be paid within fifteen (15) days of the invoices date. In case of late payment, a flat-rate charge of 40 Euros is due and three times the legal interest rate on the overdue balance amount may also be charged. No discount will be given for early payment. Some methods of payment may lead to the application of additional charges related to the bank processing fees. Some methods of payment may lead to the application of additional charges related to the bank processing fees. Notwithstanding the provisions of article 3.3, PROREALTIME reserves the right to prohibit any method of payment to a User at any time, depending on the geographic location of the User or if a User has experienced at least one incident of payment, as specified in article

3.7 and no damages can be claimed by the User.

The Users are informed that if they subscribe to the RTO Service, they will not have access to fixed-term subscriptions mentioned in article 3.3.A and may only subscribe via monthly direct debit or monthly payment card payments as mentioned in articles 3.3.B and 3.3.C.

- A. Fixed-term subscriptions (for example 3 months, 6 months or 1 year) require a one-time payment of the whole amount of the subscription due for the entire subscription period. Payments can be made :
- by payment card in a secure environment on the server of the banking partner of PROREALTIME,
  - by bank transfer.

For any additional Service or paying option to the current subscription, the extra price to be paid by the User for the current subscription period will be made in proportion to the remaining subscription period to run. This additional Service binds the User to pay the new price for this new subscription until the expiration of his subscription to the Service or the paying option.

PROREALTIME also reserves the right not to enable a User access to a Service as long as the total amount of the subscription has not been credited to PROREALTIME's bank account, and no damages can be claimed by the User.

- B. Monthly Direct Debit. You can also subscribe through a monthly payment via direct debit in accordance with the conditions and for the duration specified in Article 6.2.B, if you have a bank account in one of the following countries :

Germany, Belgium, Denmark, Spain, Finland, France, Ireland, Italy, Luxemburg, Netherlands, United Kingdom and Sweden.

The User undertakes not to stop a direct debit of the price of his or her subscription by PROREALTIME for the Services received or, in case of termination, until the last direct debit was not made on the User's account pursuant to the conditions of termination specified in Article 6.2.B.

Each calendar month, monthly direct debit is made in advance. However, first debit may be made on the calendar month following the subscription date by the User for the global subscription price on the period from the subscription date until the last day of the following calendar month.

For any additional Service or paying option to the current subscription, the extra price to be paid by the User for the current subscription period will be made proportionally to the remaining subscription period to run. This additional price will be debited through the direct debit of the current month or the following month. This additional Service binds the User to pay the new price for this new subscription until the expiration of his subscription to the Service or the paying option.

- C. Recurring payment via payment card. You can also subscribe through a monthly payment via recurring payment card in accordance with the conditions and for the duration specified in Article 6.2.B.

The User undertakes not to stop a direct debit of the price of his or her subscription by PROREALTIME for the Services received or, in case of termination, until the last direct debit was not made on the User's account pursuant to the conditions of termination specified in Article 6.2.B. The User also undertakes to not use a virtual payment card and only use the types of payment cards authorized on the Site.

Each calendar month, recurring payment via payment card is made in advance. However, first debit may be made on the calendar month following the subscription date by the User, for the global subscription price on the period from the subscription date until the last day of the following calendar month.

For any additional Service or paying option to the current subscription, the extra price to be paid by the User for the current subscription period will be made proportionally to the remaining subscription period to run. This additional price will be debited through the recurring payment via payment card of the current month or the following month. This additional Service binds the User to pay the new price for this new subscription until the expiration of his subscription to the Service or the paying option.

The User undertakes to provide PROREALTIME with any modification of its payment card information, notably in case of expiry, revocation or fraud if the payment card used for payment via recurring payment card. If this is not the case, its subscription shall not be renewed at the next due date. In addition, the User agrees that in case of debit rejection, its subscription will immediately be stopped.

4. PROREALTIME reserves the right to increase or decrease the prices of the Services provided on the Site and subscribed to and paid by direct debit and this in particular, without limitation to, due to the use of the market data from the Data Providers which may at any time modify the redistribution costs paid by PROREALTIME. In such an event, PROREALTIME shall notify the User through a message displayed directly on the Site when accessing the workstation or via email at the latest one (1) month prior to the entry into force of such modification of prices, to enable the User to terminate his or her subscription in accordance with the conditions of Article 6.2.B, if such User does not agree with this contractual modification.

The User can, as long as he has not explicitly accepted the new conditions, cancel the contract without a cancellation penalty and without rights to damages, until the expiration of a four (4) month period after the entry into

force of the modification. If the User fails to notify his or her intention to terminate his or her subscription as a result of changes of the Services' prices, after the expiration of the period mentioned the User shall be deemed to have accepted the changes of prices which shall apply to the following direct debit to be made.

5. Multiplés Accounts. In case of creation of multiple accounts by one main User in charge of subscriptions for other Users, in accordance with the applicable Special Conditions, failure of payment by the main User shall lead to the suspension or removal of the other Users' access to the Service without notice by PROREALTIME, in accordance with article 3.7 below.

Nevertheless, the Users of the multiple accounts suspended by PROREALTIME, following the failure to pay the corresponding subscriptions by the main User, will have the possibility to re-activate their real-time access by subscribing directly with PROREALTIME who reserves the right to contact directly all the Users without any prior notice to the main User.

6. If the User has beforehand agreed to be contacted by PROREALTIME to this end, PROREALTIME will be able to offer the User a list of partner brokers (investment service providers) who propose services including the reimbursement, in full or in part, of the paying subscription to PROREALTIME. After acceptance by the User on the Site, PROREALTIME will manage the sending to the partner broker concerned, month after month, of the necessary information for the setting up of the reimbursement. The aforementioned information is the following: name, first name, Login, status of the subscription to the Services and User's email.

The nature of the reimbursement and the methods of payment of the reimbursement carried out exclusively by the partner broker in favor of the User are managed exclusively by the broker and can be changed or cancelled at any time by PROREALTIME or by the partner broker. The User can at any time ask PROREALTIME to stop the sending of the information on the nature of their subscription to the broker which will lead to the ending of the reimbursement. For this end, the User will contact PROREALTIME who will take care of your request after a reasonable notice period as soon as they have taken cognizance of it.

7. Notice period for revocation. Pursuant to articles L.121-20 and seq. of the French Consumer Code, the User has a right of withdrawal in accordance with the following conditions. For all subscriptions, you may exercise your right of withdrawal without explanation and without penalty during a period of fourteen (14) calendar days from the date of subscription (or if PROREALTIME reserved the right not to provide access to the Services to the User as long as payment in full has not been made, from payment in full of the subscription by the User), by writing to PROREALTIME to [contact@prorealtime.com](mailto:contact@prorealtime.com) and only if you have not started to use the Services you subscribed to (Article L.121-20-2 of the French Consumer Code). Otherwise, the amount paid by the User shall not be reimbursed to the User by PROREALTIME. The use of PROREALTIME software once the subscription has been made constitutes use of the Services of the subscription. If the User exercises his right of withdrawal, PROREALTIME will reimburse the User in whole, at the latest within thirty (30) days following the date the User exercised his right of withdrawal.

No refund can be requested by the User following the cancellation of training session by the User. PROREALTIME reserves the right to cancel a training session at any time, and no damages can be claimed by the User.

8. Defaults in Payment or Payment Incidents. Whatever the mode of payment is, PROREALTIME reserves the right to suspend, in whole or in part, the User's access to a Service, without notice and no damages can be claimed by the User, as long as the total amount of the subscription has not been credited to PROREALTIME's bank account. If the User does not regularize its payment within fifteen (15) days after the date of notification of non-payment, PROREALTIME is entitled to terminate definitively the User's access to the Services, and no damages can be claimed by the User and without prejudice to any damages that may be claimed to the User by PROREALTIME.

In case of fraud on a payment duly ascertained by PROREALTIME, PROREALTIME will terminate, immediately, the User's access to Services and no damages can be claimed by the User and without prejudice to any damages that may be claimed to the User by PROREALTIME.

## ARTICLE 4 - PROTECTION OF PERSONAL DATA AND PRIVACY

1. Computing and data privacy. In application of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and of the Law on Computing and Data Privacy, "loi Informatique et Libertés" n°78-17 of January 6th, 1978, PROREALTIME, is responsible for processing the personal data which it manages for its Users. ProRealTime manages personal data in conformity with regulations and carries out all formal declarations of its data processing if applicable. ProRealTime shall collect and only carry out processing of personal data solely for the following purposes:

- management of online sales and visits on the Site, and/or use of the Services, and/or sending via email of information and/or of commercial offers of PROREALTIME.

and more specifically for :

- creation of a personal account on the Site;
- use of the ProRealTime software and Services



- activation and management of real-time access

All of the data processing and information relative to this data processing are documented in the "Privacy and Personal Data policy" (hereafter "Privacy Policy"), which is adapted to each offer of ProRealTime and communicated to the User or website visitor when they sign up on the Site. This notice is a Special Condition, and completes the Conditions of Use. In case of a change of the concerned data processing, ProRealTime may update the Privacy Policy.

Unless otherwise mentioned, the information in forms for registration and other information requests is mandatory for the data processing concerned. If the User does not fill in this information, PROREALTIME will not be able to process the subscription requests, issue invoices or deliver the Services. The data will be stored for a period which is not longer than the period necessary for the purposes of the Site and of the Services, this period of time is specified in the Privacy Policy.

ProRealTime shall put into place procedures to ensure the confidentiality and security of the personal data of the User in order to ensure conformity of its data processing to applicable regulations. In particular, ProRealTime shall take all useful measures to guarantee that its employees who work to provide the Services and having access to the personal data have obligations to comply with the same confidentiality requirements as their employer, and receive any required information or training for this purpose.

ProRealTime may freely process any data which has been completely anonymised in accordance with applicable regulations, and such data would no longer be considered as personal.

2. Type of information gathered and privacy rights. PROREALTIME gathers and carries out processing of necessary data, notably including Registration Data, data relating to consultations carried out by the Users and/or visitors of the Site ("Connection Data"), Electronic Communications and, in general, any information related to the User as a natural person, which the User communicated when subscribing on the Site and/or to the Services or when using the Site and/or the Services and enabling his identification. In addition, PROREALTIME collects information from the Services used by Users of the Site including technical logs and screenshots of the software windows for support and software improvement purposes.

The concerned data are more precisely described in the applicable Privacy Policy.

We remind you that you have a right of access, of modification, of rectification, of portability, and of deletion of personal data concerning you, on the condition of proving your identity and, if applicable, justifications for exercising these rights. In order to exercise this right, you can simply contact us by electronic mail at the following address : [privacy@prorealtime.com](mailto:privacy@prorealtime.com).

3. Recipients of data and commercial communications. The recipients of personal data concerning you are identified in the Privacy Policy, for each type of data processing. Other than ProRealTime, the main recipient of such data for use of the Services and saving such data is IT-Finance, the parent company of ProRealTime and editor of the ProRealTime software.

PROREALTIME will inform you of the development of the Site and Services and of promotional and commercial offers concerning similar services offered by PROREALTIME. You will be able to deny the use, by PROREALTIME, of personal data concerning you for purposes of direct canvassing by electronic mail, at any time, by clicking on the link provided in each electronic mail.

More generally, PROREALTIME will be able to disclose a User's personal data, if this is required by the law and the regulations in force or a judiciary or administrative institution, or if access, storage or communication of these data was reasonably necessary to (a) comply with the rules of administrative or judicial procedure, (b) to answer/meet a justified complaint or claim concerning the clear violation of the rights of a third party and (c) to protect the rights, the property or the personal security of a User, of PROREALTIME or one of its agents, officials, service providers, employees or other, (d) to comply with contractual obligations with Data Providers and/or the company IT-Finance SARL, concerning the execution of the Services for the benefit of the User and (e) to open an account with an investment service provider for the benefit of the User. The third party recipients may be situated inside or outside the European Union (see the Privacy Policy).

Beyond the necessities and conventions of the contractual relationship, ProRealTime will inform you, as long as you agree when you sign up to use the Site, of the evolution of the Site and Services and of commercial offers concerning the concerned services offered by ProRealTime. For the purpose of Services concerning free trial periods for a limited period of time, ProRealTime will follow up with the User, during the trial period, and during a period of three months following the trial's expiry.

You may reject use by ProRealTime of your personal data for direct prospecting purposes by email or SMS at any time by clicking on the link for this purpose in the emails sent for these purposes.

4. Cookies. Cookies are files stored on the User's hard drive of his computer while browsing the Internet. A cookie stores information and tells us which part of the Site a User has visited, his use of the Services and how he accessed the Site (for example, direct access by inserting the address of the Site in his browser or by clicking on a link or a banner on another site), which can be read directly by the servers used by PROREALTIME during visits and subsequent requests on the Site.

PROREALTIME uses cookies :

- to generate statistics on the audience of the Site and origin of the Users
- to facilitate the User's browsing of the Site and/or the Services,
- to improve quality of the Site and/or the Services.

The User can define settings of the cookies management through his Internet browser's options (for Internet Explorer, go to "Tools", then "Internet Tools", and then to the "Confidentiality" section; for Firefox, go to "Tools", then "Options", then to the "Privacy" section and finally to the "Cookies" section: for Chrome, click on the menu icon at the top right, "Settings", "Advanced settings", "Content sharing", "Cookies. By changing these settings, the User can choose to accept all cookies, to be notified when activating a cookie or to disable all cookies. If the User chooses to modify these settings, his access to certain pages of the Site may be restricted or made impossible in some cases. The User can besides regularly remove the cookies stored on his hard drive or set up a "blacklist" of the sites for which the User does not want to have cookies stored on his hard drive.

## ARTICLE 5 - INTELLECTUAL PROPERTY

1. Property of PROREALTIME. The Software, the Site and their component parts and content, including their names are the exclusive property of PROREALTIME and/or the Data Providers and/or IT-FINANCE SARL. Access to and use of the Services does not give any right to Users or to visitors over the software, the Site, its elements and its content. It is prohibited to reproduce, post, distribute, show, communicate, alter, translate, adapt, or publish the software, the Site or any of its elements or content, without prior written authorization from PROREALTIME.

PROREALTIME® is a trademark registered in France and in other countries. The names of the products, services or entities mentioned on the Site may be trade names or registered trademarks belonging to third parties and protected for this reason by intellectual property law.

As ProRealTime creates databases, any unauthorized reproduction may be punishable as counterfeiting. Showing, reproducing, distributing, extracting or reusing, in part or in entirety, of the databases accessible through the Site or the Services is specifically prohibited in virtue of the provisions of Title IV (articles L.341-1 and following) of the code of intellectual property..

2. Electronic Communications license. You specifically authorize PROREALTIME to disclose and publish on the Site the Electronic Communications sent to PROREALTIME and not considered as private communication and in particular acts of trading, the program codes published, comments and evaluations on the use of the software, etc. (hereinafter the "Content"). You grant to PROREALTIME a free, non-exclusive, transferable (free of charge or for payment), permanent license and for the whole world, covering the rights to reproduce, represent and adapt the Content in order to enable PROREALTIME to provide the Services in compliance with the Conditions of Use. PROREALTIME reserves the right to correct, modify or delete all or part of the Content in case of violation of articles 2.4.A to 2.4.C. Notwithstanding the above, you can at any time request the deletion of the Content you created and published by PROREALTIME including the computer programs published by PROREALTIME. This deletion will lead to the automatic termination of the license granted to PROREALTIME for the Content of which you demand the deletion. In the case of such a request, you grant to PROREALTIME a reasonable notice period of several days in order to carry it out and you will subsequently confirm to PROREALTIME that said deletion has been duly carried out within the limits of your means of checking. The absence of a response on the part of the User after a period of fifteen (15) calendar days will be considered a tacit agreement.
3. PROREALTIME can equally offer Programming Support or respond to a request for programming made by a User. It is the User's responsibility to check that this request for programming does not infringe any third parties intellectual property rights. The User shall hold harmless and indemnify PROREALTIME against any claims or actions holding PROREALTIME liable in relation to infringement of third parties' intellectual property rights owing to the Programming Support Service and against all the consequences, notably financial, of such a claim or an action. In case of development of a code by PROREALTIME following a User request on the occasion of the Programming Support Service, the User grants PROREALTIME a free, non-exclusive, transferable (free of charge), permanent license, for the whole world, to reproduce, post, distribute, show, communicate, alter, translate, adapt, publish or use in any physical or electronic medium such code or programs in the sole consideration of making the developed code

available for use.

The User agrees to transfer his personal image rights, in case of participation in a training and/or event organized by PROREALTIME for publication on the Site or in the Services.

In case of termination of the Conditions of Use, the rights and obligations of this article still apply.

## ARTICLE 6 - DURATION AND TERMINATION

1. Free Service. Your right to use free Services (use of some Services with end of day data) is granted by PROREALTIME for an unlimited period, subject to your compliance with the Conditions of Use and if necessary to the Special Conditions.
2. Paying subscription. The duration of the subscription varies according to the chosen option.
  - A. Payment card, Bank transfer :

The duration of a subscription paid by payment card or by bank transfer corresponds to the period chosen by the user when taking out his subscription. The termination is automatic at the end of the subscription except in case of renewal by the User for a new period. If the user so desires, he can request that his access to the Services be stopped by writing to [contact@prorealtime.com](mailto:contact@prorealtime.com). In such case, payments by debit card or bank transfer cannot be reimbursed in whole or in part.
  - B. Monthly Direct Debit and recurring payment via payment card :

Any subscription to the Services through a monthly direct debit or payment binds the User for a minimum of three (3) calendar months as from the first day of the calendar month following the subscription date and pursuant to conditions of termination of the present Article 6.2.B. At the end of this initial term, the User's subscription shall be automatically renewed for successive period of one (1) month under the same conditions. At the end of the initial term stipulated in this article, the User will be able to notify PROREALTIME of the termination, in whole or in part, of the paying Services the User has subscribed to, by fax to +33 9 57 22 34 59 or by letter addressed to ProRealTime SAS - 30 avenue Edouard Belin - 92500 Rueil-Malmaison - France. In case of dispute on the date of receipt by PROREALTIME of the notification of termination, date of receipt by PROREALTIME of the fax shall prevail or in case of a letter, date stamp shall prevail. If this is not the case, the User acknowledges and agrees that it is the User's responsibility to contact PROREALTIME by mail or email to make a complaint. In such case, the date of receipt by PROREALTIME of the notification of termination shall be deemed to be the date of receipt by PROREALTIME of the User's complaint against PROREALTIME. Termination of all or part of the Services shall be notified to PROREALTIME at least fifteen (15) calendar days before the end of the subscription to the Services and shall be effective on the last day of the calendar month following receipt by PROREALTIME of the request of termination. If the User fails to observe this notice, the subscription shall be renewed for an additional month pursuant to the conditions in effect and termination shall be effective on the last day of the second calendar month following receipt of the request of termination. In all cases, the subscription to the Services through monthly direct debit binds the User until the last day of a calendar month.
3. Termination in case of fault of the User. The User acknowledges that email is the only contact provided to PROREALTIME when registering to the Services. The User therefore agrees that PROREALTIME can suspend, in whole or in part, access to the Services or end it, in whole or in part, and no damages can be claimed by the User, immediately after sending an email to the User and without prejudice to any damages that may be claimed by PROREALTIME, if PROREALTIME thinks in good faith that the User has committed a violation of the Conditions of Use or of the Special Conditions and namely of articles 2.2, 2.3.C, 2.4 and 5 of the Conditions of Use.
4. Effect. When the termination of these Conditions of Use, and if necessary of the Special Conditions takes effect or when they expire for any reason whatsoever, all the rights and obligations of the Parties shall be terminated excepting those recognized as subsisting in the Conditions of Use or the Special Conditions.

## ARTICLE 7 - RESPONSIBILITY AND GUARANTEE

1. Responsibility of the User. You recognize that the information and data available through the Services are produced by the Data Providers, under their sole liability. PROREALTIME does not have the power to check this information and data. PROREALTIME can in no way guarantee their completeness, reliability or pertinence. This information and data does not constitute, in any case, on the part of PROREALTIME or of the Data Providers, incitement to invest, to complete or to advise a transaction. You use the Services and the results obtained by their use under your sole responsibility, without possible legal action against PROREALTIME. In particular, PROREALTIME shall in no way be held liable because of errors, whatever their cause, in the results obtained, that it is your responsibility to check, nor in the results anticipated in matter of investment which are determined under your sole responsibility, and this in particular according to the complete analysis of your project, your risk profile, your short term, medium and

long term objectives in matter of investment as well as the whole of your fiscal and familial constraints and constraints relating to succession within the framework of the overall management of your portfolio and of your estate. Concerning data which relates to securities and other financial information, you are reminded that past performance is not a guarantee of future performance, and that the value of an investment in securities can vary by rising and equally by declining according to developments in the market, in exchange rates, or in the direct or indirect returns which are attached to the latter.

Neither the Site, nor the information disseminated on the site can be considered as an offer or request of purchase, of subscription or of sale of said securities in France or in any other jurisdiction. The purpose of the said information is not to carry out directly or indirectly in any country whatsoever any act of sales canvassing or to make any offer of securities to the User.

In any case, PROREALTIME cannot in any case be held liable :

- (i) for any indirect prejudice, notably concerning loss of profit, failure to earn, loss of clientele, of data which could amongst others result from use of the Site, or on the contrary the impossibility of their use ;
- (ii) for a malfunction, unavailability of access, inappropriate use, inappropriate configuration of the computer of the User, and also the use by the User of a browser rarely used ;
- (iii) for the consequences of acts of hacking, external or technical events independent of their will which if they happened on site of PROREALTIME could have a direct impact on the information disseminated ;
- (iv) for the content of advertisements and other links or external sources accessible by the User from the Site.

The User is aware that the losses that he is liable to suffer within the framework of the use of the Services could be greater than the financial stake that he invested.

In this respect, the User is reminded that PROREALTIME offers to Users free training tools and recommends to all Users not having experience of the PROREALTIME software of at least 2 years to follow this training and to practice with the software for 2 years before making transactions.

You will be personally responsible for your Electronic Communications. PROREALTIME will be able to, without being obliged to, examine and/or block your Electronic Communications or the Login in order to maintain the security of the Site or of the Services or in case of violation on your part of the Conditions of Use and/or of the regulations in force, and this, in accordance with the laws in force, without prejudice to the stipulations relating to termination. To this end, you guarantee PROREALTIME that you possess all of the authorizations necessary for the publication of computer programs in the section "Strategies". You are solely responsible for any direct or indirect, special or material damage caused by yourself to PROREALTIME or any third parties due to use of the Site or of the Services, and you guarantee PROREALTIME and you will compensate the latter for any consequences of a claim or action by a third party in this respect.

## 2. Guarantee and continuity of the Services.

- A. The Services are a standard offer conceived to satisfy the greatest number of clients. PROREALTIME can not guarantee their suitability to your specific needs.

Likewise, PROREALTIME can not guarantee the good performance of the Services with your computer equipment and/or your Internet Network (firewall, antivirus, operating system, hardware components...), nor their interoperability with other software packages or software. In case of the use of a proxy server (in particular in a business network), it is possible that the connection be inoperative or suffer from interference.

Therefore, in such case, the User acknowledges and agrees that PROREALTIME shall only be bound by a best efforts obligation to the User in the resolution of malfunction of the Services.

- B. Moreover, the User acknowledges and agrees that PROREALTIME can, at its sole discretion, modify and/or terminate, at any time, some of the Services offered on the Site, notably due to requirements of Data Providers or of any third parties involved in the provision of the Services and no damages can be claimed by the User.

For instance but without limitation to, the User acknowledges and agrees that PROREALTIME can at its sole discretion, modify and/or terminate, at any time, any Services, in whole or in part, related to the available market coverage and/or characteristics pertaining to each market, including but without limitation to, the presence or not of lines in the order books, the presence or not of values previously available, new limitations of features introduced by PROREALTIME during your current subscription.

If the changes relates to Services subscribed against payment by the User, PROREALTIME will do its best efforts to notify the User of such modification of the Services in a reasonable time and, in any event prior to the entry into force of said modification, in order to enable the User to terminate his or her subscription in accordance the conditions of Article 6.2.B, if such User does not agree with this contractual modification.

If the User fails to notify his or her intention to terminate his or her subscription as a result of modification of the Services, within twenty one (21) calendar days from the notification of the modification of the Services, the User shall be deemed to have accepted said modification of Services.

In the event some paid Services offered on the Site are modified and in case the User does not agree with such modifications in the Service(s), the latter could request in writing refund of the amount paid for such modified Service(s) (excluding any other damages), only for the period subsequent to the notification by PROREALTIME of the concerned modification. For the period prior to such notification, the User acknowledges and agrees that PROREALTIME will not take any request sent by a User into account, and no damages can be claimed by the User. In case of reimbursement of the User, the concerned Service(s) will therefore be terminated from the date of notification of the User's request.

If the modification decided by PROREALTIME is to stop offering some paying Services subscribed by the User, PROREALTIME will reimburse the amount paid for such Services, only for the period subsequent to the termination of the Service(s), to Users having paid the price for such Services in full and all at once at the time they subscribed to the Services. Users who subscribed to the Services through monthly direct debit will have their subscription's price decreased in order to reflect the price-cutting.

- C. The User agrees that all customizations of the software or the Services made by the User may be removed without prior notification by PROREALTIME, if the User has not launched the software during the last eighteen (18) months and no damages can be claimed by the User. For instance but without limitation, PROREALTIME may remove every list, object, program, text and template of the User.
- D. PROREALTIME does not guarantee that the offer concerning the charting application for mobile phones or the offer concerning the sending of SMS messages is compatible with your mobile phone, your mobile phone operator, or your geographical location. PROREALTIME does not guarantee that SMS messages sent to you will be received by you including but not limited to cases where your mobile operator does not accept the SMS sent by PROREALTIME. PROREALTIME does not guarantee that the Site and the Services will be free from faults or errors or that the Site and the Services will function without temporary interruptions, suspensions or break downs.
- E. PROREALTIME makes reasonable efforts to allow its Users to use a reliable version of the software. The software is provide "as is" without any warranty that the software is free of defects of fit for a particular purpose.

PROREALTIME may allow its Users to use a BETA version of the software at the same time as the official version. This BETA version will allow in particular the running of tests while allowing the User to have access to the latest improvements. This BETA version could therefore possibly contain numerous performance and reliability faults.

- F. You use the Services and the results obtained by its use under your sole responsibility, without possible appeal against PROREALTIME.

PROREALTIME will not be able to agree to any claim relating (i) to the non-conformity or the termination of the Services when your right of use is granted on a non-paying basis and (ii) to the non-execution or the inappropriate execution of the Services attributable to yourself (eg : ignorance of the required training), due unforeseeably and insurmountably to a third party foreign to the provision of the Services or to a case of force majeure.

- G. Moreover, PROREALTIME will make reasonable efforts to handle technical problems in the software, attributable solely to PROREALTIME. However, PROREALTIME is not liable for any performance obligation to the User concerning technical problems in the software.

3. Usage of computer programs. The User can, while using the Services, create and/or use computer programs. PROREALTIME is not liable for any means or performance obligation in relation to the User concerning the confidentiality of the source code of the program in so far as, in particular :

- (i) the JAVA software provided by PROREALTIME which will contain the computer program does not allow the efficacious hiding of the program code because the JAVA software code is readable by experienced users ;
- (ii) employees or partners of PROREALTIME can have knowledge of the code ; and
- (iii) the confidentiality of information exchanged by e-mail cannot be guaranteed.

Accordingly, by creating or using these computer programs, you recognize and agree that PROREALTIME does not give any guarantee as to the non-disclosure of the code to any third party and that PROREALTIME will not be able to accept responsibility in this respect on the basis of a means or performance obligation.

In any case, PROREALTIME reserves the right to correct, modify or delete all or part of a computer program and notably in case of violation of articles 2.4.A to 2.4.C.

4. Sharing of computer programs. The User can share computer programs with other Users while using the Services, without giving them the possibility to access or modify the source code of the shared program. In this case, PROREALTIME promises to make its commercially best efforts to guarantee that this source code could not be



modified by the other Users. However, PROREALTIME is not liable for any performance obligation in relation to the User concerning the confidentiality of the source code of the program in so far as, in particular :

- (i) the JAVA software provided by PROREALTIME which will contain the computer program does not allow the efficacious hiding of the program code because the JAVA software code is readable by experienced users ;
- (ii) employees or partners of PROREALTIME can have knowledge of the code ; and
- (iii) the confidentiality of information exchanged by e-mail cannot be guaranteed.

Accordingly, in submitting a non-modifiable code, you recognize and agree that PROREALTIME does not give any guarantee as to the non-disclosure of the code to any third party and that PROREALTIME will not be able to accept responsibility in this respect on the basis of a performance obligation.

In any case, PROREALTIME reserves the right to correct, modify or delete all or part of a computer program and notably in case of violation of articles 2.4.A to 2.4.C.

5. Limitations of the responsibility of PROREALTIME. In accordance with the provisions of article 1151 of the Civil Code (Code civil), PROREALTIME will not be responsible for any indirect damages (foreseeable or unforeseeable), such as, if necessary, loss or alteration of or fraudulent access to data, accidental transmission of viruses or of any other harmful element, loss of profits or opportunities, the cost of replacement goods and services or the attitude and behavior of a third party. By express agreement, with respect to professional Users, the contractual responsibility of PROREALTIME relating to the provision of the Services, including any damages, is expressly limited to the total amount of sums paid by the User, to PROREALTIME, during the last twelve months prior to the occurrence of the prejudice.
6. External links and sources. The insertion of an external link by a User on the Site necessitates the prior authorization of PROREALTIME. In any case, these external links on the Site and in Electronic Communications must not redirect the User to sites disseminating information of an unlawful, polemical, violent, pornographic or xenophobic nature or which could, to a greater extent, be offensive to a large number of people. In any case, PROREALTIME reserves the right to delete any link at its own discretion.  
PROREALTIME cannot check the content or the use of the numerous external sites and sources to which you can have access thanks to the Site or to the Services, and thanks to the links present on the Site. PROREALTIME will not be held responsible for the content, advertising, products, services or any other material available on or from these linked pages. PROREALTIME will in no case be responsible for the terms provided for on the other sites and sources concerning the protection of privacy and personal data. Notably, and without limitation, ProRealTime is not responsible for the ProRealCode website, managed by an external company, which you can access via the Site or Services, and with links present on the Site and Electronic Communications, and declines liability for any service offered by this website. The ProRealCode website is governed by its own terms and conditions.
7. Security. PROREALTIME uses state of the art technological means and security systems as well as procedures (a) for the purpose of protecting the Site and the Services against loss, illegitimate use and alteration and (b) for the purpose of protecting the Electronic Communications against any unauthorized access or any irregular use. However, in view of the inherent nature of the Internet, you recognize that PROREALTIME cannot guarantee the protection of the Site, Services and Electronic Communications against third parties or against any doings which are beyond the scope of appropriate control measures carried out according to the rules of good practice.
8. Force majeure. Any events of whatever nature beyond the control of PROREALTIME, which are insurmountable and unforeseeable and have for result the delaying or preventing of access to the Site or Services constitute, by express agreement, grounds for the suspension and/or extinguishment of the obligations of PROREALTIME under the terms of the Conditions of Use, without compensation. If the case of force majeure continues for longer than a period of thirty (30) days, these Conditions of Use and, if necessary the Special Conditions, could be terminated by right by either party, without compensation.

## ARTICLE 8 - FINAL PROVISIONS

1. Entire agreement. The Conditions of Use (and the Special Conditions which are an integral part of them) constitute the entire agreement made between the User and PROREALTIME in relation to the Services and cancel any express or tacit agreement or any correspondence which might have been made or exchanged between the parties prior to the date of acceptance of the Conditions of Use.
2. Modifications. The Conditions of Use and Special Conditions may be consulted at any time on the Site. PROREALTIME reserves the option of modifying at any time and without notice, all or part of the Conditions of Use and/or Special Conditions. In any case, the Conditions of Use and Special Conditions will be regularly adapted in order to satisfy legal and statutory requirements.  
Nevertheless, substantial modifications made by PROREALTIME to the Conditions of Use and/or Special Conditions will not be valid in relation to you until you validate the new Conditions of Use and/or Special Conditions by clicking in the box provided for that purpose. It is therefore advised to the User to refer regularly to the latest version of the

Conditions of Use and Special Conditions accessible and available on the Site. You have the right to terminate your registration and/or your subscription to the Services in case of refusal to validate the new Conditions of Use and/or Special Conditions.

3. **Evidence.** You acknowledge that electronic records kept by PROREALTIME in its electronic systems in reasonable conditions of safety and reliability constitute valid evidence for the existence of relationships and communications between PROREALTIME or a User and You. It is accordingly agreed that, in the absence of manifest error, PROREALTIME may rely, in particular for evidence of any act or omission, on any electronic element, prepared, received or retained directly or indirectly by PROREALTIME including in its electronic systems.

These elements are thus evidence and, if produced as evidence by PROREALTIME in any litigation or otherwise, they will be admissible, valid and enforceable between the Parties in the same way, under the same conditions and with the same force as any document prepared, received or retained in writing.

4. **Autonomy.** If one or several of the provisions of the Conditions of Use are declared null or void in accordance with a law or a legal or administrative decision, the other provisions retain binding power, except if these provisions are clearly inseparable from the provisions which have been invalidated or judged inapplicable.
5. **Non abandonment.** Any failure on the part of one or the other of the parties to require the carrying out of one or other of the stipulations, terms or obligations of the Conditions of Use will not at any time entail an abandonment on his part of the option of requiring their carrying out in the future.
6. **Applicable law and jurisdiction. The Conditions of Use, and if necessary, the Special Conditions are subject to French law.** The Conditions of Use have been translated into several languages. In case of ambiguity or disputed interpretation, the version edited in the French language will have legal precedence over the versions edited in other languages. For any disagreement concerning this document, the parties shall attempt to find an amicable solution within 30 days from reception by one party of a notification of a fault of the other party. Then, the User or site visitor has the possibility to open a free mediation procedure with the French mediator of consumption before any litigation. To do this, the user or website visitor must first make a written complaint to ProRealTime, which is a necessary prerequisite to any mediation request. The mediator will be chosen by PROREALTIME. **ANY DISAGREEMENT OR LITIGATION WHICH CAN NOT BE SETTLED ON AN AMICABLE BASIS FALLS WITHIN THE EXCLUSIVE COMPETENCE OF THE PARIS COURTS IN FRANCE, NOTWITHSTANDING MULTIPLICITY OF DEFENDANTS, INTRODUCTION OF THIRD PARTIES, SUMMARY PROCEEDINGS, BY SUMMARY ACTION OR PETITION.**