

Editor

Ernst & Young Advisory

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ARTICLE 1. DEFINITIONS

Terms and expressions within the scope of these Terms of Use shall have the following meanings:

- "Challenge": means a contest hosted and organized on the Website by the Publisher in which the Start-ups may participate. The terms of the Challenge (the Challenge's terms") will be defined in our Challenge section.
- "Credentials": means the personal login and the confidential password placed under your exclusive control that shall grant you access to your Start-up Dedicated Space from a connection to the Website;
- "Start-up" means a company registered on the Website for the purposes of participating in a Challenge.
- "Start-up Dedicated Space" means the secured virtual space of the Start-up you are entitled to represent in the form of web pages within the Website, which can only be accessed by using your Credentials;
- "Terms of Use": means the present document, formalizing the contractual relations between you and the Editor of the Site, in the context of the use of the Website.
- "Website": means the website accessible at the URL eyopeninnovation.cognistreamer.com as well as sub-sites, mirror sites, portals and variations of URLs related.
- "You" or "User": means any person connecting to or surfing the Website and / or using the Start-up Dedicated Space dedicated to your Start-up. In the case that the User accesses the website as a professional, the User shall represent that he holds the rights in their entirety as well as the authorizations and powers necessary to accept these Terms of Use on behalf of the Start-up for which he uses or accesses a Start-up Dedicated Space;

ARTICLE 2. OBJECT

These Terms of Use aim at defining the conditions of use of the Website and the conditions of creation, access and use of Start-up Dedicated Space.

To access the terms of any Challenge, please refer to the Challenge section.

ARTICLE 3. ACCEPTANCE OF THE TERMS OF USE

These Terms of Use are binding upon your first visit to the Website.

Therefore, you agree that access to or use of the Website by you entail unconditional acceptance of these Terms of Use. Also, by creating or accessing your Start-up Dedicated Space, you declare and represent that:

- You understand how the Website operates;
- You will comply with all the necessary prerequisites listed herein

These Terms of Use may be modified from time to time and as deemed necessary.

We will inform you of the upcoming new Terms of Use by providing information on the Website. You therefore understand that the Terms of Use appearing online on the Website will replace any printed version of earlier date and that any such earlier version will become void.

Any new access to the Website as well as any connection to the Start-up Dedicated Space will imply the acceptance of the new Terms of Use. You have the option to refuse the new Terms of Use. By refusing any such change, you will have to close your Start-up Dedicated Space immediately and refrain yourself from accessing the Website. In any case, you shall remain responsible for any use of your Start-up Dedicated Space prior to its closing.

ARTICLE 5. SITE ACCESS

Access to the Website is free. All costs related to access, whether material, software or Internet access, are of your sole responsibility. You also represent being solely responsible for the proper functioning of your computer equipment as well as your web access.

The Website is accessible 24 hours a day, 7 days a week.

However, we may, from time to time and without prior notice or indemnity, temporarily or permanently close the Website, in particular to perform an update, maintenance operations, modifications or changes in operational methods, servers and accessibility times, etc.

Consequently, you understand that we will not be liable for damages of any kind that may result from these changes and / or temporary unavailability or the definitive closure of all or part of the Website.

ARTICLE 6. ACCESS TO THE START-UP DEDICATED SPACE

Creating a Start-up Dedicated Space is a free-of-charge prerequisite for a Start-up to participating in a Challenge.

You will be asked to provide a certain amount of information, which are mandatory to the creation of your Start-up Dedicated Space. Your refusal to provide said information will result in our inability to create your Start-up Dedicated Space.

You warrant us that the information you provide on the occasion of the creation of your Start-up Dedicated Space is true and accurate.

Along with defining your login, you will have to set a specific and confidential password. The password constitutes the guarantee of the confidentiality of the information contained in your Start-up Dedicated Space. You will remain the only one responsible for it and will not communicate it to any other third party. You understand that neither we nor our web hosting provider may be held responsible for unauthorized access to or for any fraudulent use of any User's Start-up Dedicated Space.

You agree to immediately inform us if you suspect any third party to have knowledge of your Credentials and to take immediate and effective measures, such as changing your password. Start-up Dedicated Space

ARTICLE 7. OUR OBLIGATIONS AND RESPONSIBILITIES

We will make our best efforts to regularly update the Website and to include verified information. However, we cannot guarantee the relevance and accuracy of the information.

We shall not be responsible for:

- The disruption of the use of the Website;
- The impossibility for a User to use the Website;
- Infringements of computer security, which may cause damage to Users' computer equipment and their data.

Moreover, we shall not be liable for any damage suffered by the User or by a third party that would result directly or indirectly from the non-respect by the User of any of its obligations.

We will be liable in the event of fault or negligence you may demonstrate to the direct damages with the exclusion of indirect or consequential damages of any kind whatsoever, or any special or consequential damages arising out of the use of the Website or its contents, to the extent of applicable law.

ARTICLE 8. YOUR OBLIGATIONS AND RESPONSIBILITIES

You are responsible for your own actions on the Website. Therefore, you understand that you shall use the Website in good faith, in full compliance with these Terms of Use, and in accordance with the laws and regulations in force, public order, rights of third parties.

You also agree not to upload or publish any contents which are:

- Likely to infringe the privacy, honor, reputation and dignity of others;
- Containing insults, obscenities, pornographic content, violence, denigrating or defamatory material;
- Contrary to the laws and regulations in force, such as incitement to racial hatred, calls for pedophilia, homophobia, apology for war crimes or crimes against humanity, incitement to commit murder or incitement to racial hatred, hatred against persons on the basis of their gender, sexual orientation or gender identity, their disability, as well as child pornography, incitement to violence, including incitement to violence against women and attacks on human dignity;
- infringing intellectual property rights (including copyright, trademarks, protected designs, etc.)

Any illegal or generally unauthorized use of the Website will result in the immediate suppression of your Start-up Dedicated Space, without prejudice to any claim for damages or other remedy we may find more accurate.

ARTICLE 9. INTELLECTUAL PROPERTY

9.1 Ownership of the Website

The content of the Website, as well as the brands, designs, models, animated or non-animated images, texts, photographs, logos, graphic charts, software and programs, search engines, databases, sounds, videos, domain names, design, know-how and all other contents of the Website (the "Elements"), this list not being exhaustive, are our exclusive property or the exclusive property of our partners or third parties who have licensed it. The Elements are protected by intellectual property rights.

We hereby grant you a free, personal, non-exclusive and non-transferable right to access and use the Website, subject to your acceptance and compliance with these Terms of Use. All other rights are expressly excluded without our prior and express agreement

In particular, any downloading, reproduction, representation, adaptation, recompilation or total or partial deletion of all or part of the Elements, without our prior express authorization is prohibited and would constitute a violation of intellectual property rights that would result in sanctions, as stated in the French Code of intellectual property, without prejudice to our right or to third-party's right to claim for damages or seek any other remedy.

Consequently, you shall prevent yourself from any action and any act likely to directly or indirectly infringe our intellectual property rights or those of any other third-party.

9.2 Ownership of the contents posted or uploaded by the User

You shall remain the sole owner of the rights linked to the contents that you will upload or post on the Website.

Nevertheless, as soon as he decides to upload a content by posting it on the Site, you shall accept that your contribution is stored and accessible by us and you therefore grant us as well as our partners, including our third-party providers the right to use it, solely for the purpose of operating the Website and the Start-up Dedicated Space, in the framework of the Challenge.

This license is non-exclusive, free of charge and valid worldwide and for the duration of the licensed intellectual property rights.

ARTICLE 10. CONFIDENTIALITY

We understand that the information you may share in your Start-up Dedicated Space is deemed to be confidential. Unless otherwise said in the Challenge's Rules, you will remain the owner of all confidential information you may upload to your Start-up Dedicated Space, as well as of any intellectual property rights comprised therein.

To ensure the confidentiality on such information, we shall:

- keep and treat your confidential information in a no less than reasonable confidential manner at all times;
- keep your confidential information in your Start-up Dedicated Space only and never mix it with any other Start-up information or communicate it to the other Start-up participating to a Challenge;
- take all appropriate steps to safeguard the confidentiality of the confidential information;
- not publicly divulge the confidential information in whole or part without your prior, written consent;
- restrict access to the confidential information to:
 - o those workers who reasonably require access to such confidential information in order to be able to achieve
 - o other entities of the EY network, and third parties providing services on their behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdictions in which they operate for purposes related to the provision of the Website and of the Challenge, to comply with legal requirements, for independence, quality and risk management purposes, or for invoicing management purposes and/or for the purposes of providing administrative or IT support services, or in order to inform the Client about the services of EY (collectively "Process Purposes").

ARTICLE 11. DATA PRIVACY

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the "GDPR"), the User is informed and accepts that the Site Editor, as the controller, implements processing of personal data. The main purposes of which are:

- management and follow-up of the registration and the User's Start-up Dedicated Space;
- management of user identification and authentication;
- the management and use of the Services offered on the Site and the personalization of these Services;
- the management of the security, the proper functioning of the Site and the Services and the detection and the resolution of incidents or problems related to the use of the Site.

The personal data collected and subsequently processed by the Site Editor are those that the User communicates when creating his user account, namely the surname, first name, etc;

In addition, any content provided by the User may be deleted by the User until the end of the challenge period. The User's Start-up Dedicated Space may also be closed under the conditions set out in the article "Removal of Access to the Start-up Dedicated Space". In this case, the Site Editor will keep certain information in its systems for the sole purpose of resolving any dispute, resolving any problem and enforcing these Terms of Use. The Site Editor may also retain certain information related to the execution of this Agreement for a certain period of time in order to comply with the applicable legal provisions. However, these data will no longer be available online.

The User Information collected via the forms present on the site and the collected documents are intended for the authorized services and staff of the Site Editor in order to accomplish the above-mentioned purposes.

In addition, except as otherwise provided by law, the Site Publisher may be required to disclose User Information to other entities that are members of the EY international network, subcontractors, members, shareholders, directors, officers, Associates, directors or employees of EY and service providers acting on behalf of the Site Editor who may collect, use, transfer, archive or perform any other treatment in which they intervene for purposes related to the use, Access and use of the Site, the performance of the service, to comply with legal constraints and / or for administrative and computer support purposes. Transfers of Contact Data within the EY global network shall be performed within the framework of the EY Binding Corporate Rules (BCRs), which may be consulted at: www.ey.com/bcr.

In accordance with the GDPR, the User has a right of access, modification, rectification and suppression as well as a right to the restriction of processing of the data concerning him. It may, therefore, require that its information which is inaccurate, incomplete, equivocal or outdated be corrected, supplemented, clarified, updated or deleted.

The User may also, for legitimate reasons, oppose the processing of the data concerning him. In order to exercise its rights, the User may send his request by e-mail to the following address: informatique.libertes@fr.ey.com

ARTICLE 12. COOKIES

When the User navigates on the Site, certain information may also be collected passively, including the Internet Protocol address (IP address) of the User, its type of browser, domain names, access, its operating system, clicks and movements of its mouse, screen scrolls. The Site Editor also uses Cookies and navigation data such as Uniform Resource Locators (URLs) to collect information about the User's time and date of visit and the information the User has searched and consulted.

In this case the purpose of the cookies is to:

- facilitate navigation on the Site;
- facilitate authentication of the User;
- measure the audience on the site.

The User has several options for managing cookies. He may make a choice at any time to express and modify his wishes regarding cookies, by the means described below. In fact, if most browsers are set to default and accept the installation of cookies, the User has the possibility, if he wishes, to choose to accept all cookies, to reject them systematically or to choose those that he accepts.

The User may also set his browser to accept or reject cookies prior to installation. He can also regularly remove cookies from his terminal via his browser.

For the management of cookies and choices, the configuration of each browser is different. It is described in the browser's help menu, which will allow the user to know how to modify his / her wishes regarding cookies.

It is specified that disabling cookies may prevent the use or access to certain features of the Site.

The User has a right of access, withdrawal and modification of the personal data communicated by the means of the cookies in the conditions indicated above.

ARTICLE 13. HYPERTEXT LINKS

The Website may contain hypertext links to other sites on the Internet. These hypertext links direct the user to other websites, and make them leave the Website. Target sites are not under our control and we are not responsible for the content of these sites, the links they contain, or any changes or updates made to them.

ARTICLE 14. DURATION AND TERMINATION

These Terms of Use are for an indefinite period and will remain in full force and effect as long as you access or use the Website or retain your Start-up Dedicated Space.

You may delete your account and terminate your membership at any time, for any reason whatsoever, by following the instructions provided for this purpose.

We hold the right to take all necessary measures, including the deletion of a Start-up Dedicated Space, without having to give reasons, notices, formalities or indemnities for the benefit of the User, in the case that a judicial decision obliges him to do so, in case of a breach of these Terms of Use or in case of suspicion of fraud. We will notify any such User by any appropriate means of the action taken and the reasons which led him to make such a decision. The User's Start-up Dedicated Space will not be accessible from the date of termination.

Such termination will be realized without prejudice to any damages that may be claimed.

Upon termination, the rights and licenses granted to the User will be terminated and the User shall cease all use of the Site. The User will not be entitled to any compensation.

ARTICLE 15. GENERAL PROVISIONS

15.1 Completeness

If any of the provisions of these Terms of Use (in whole or in part) prove to be unlawful, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.2 Non-waiver

The absence of exercise by the parties of the rights granted to them shall in no case be interpreted as a waiver of the said rights.

15.3 Evidence

It is agreed that the data contained in the information systems of the Editor of the Site or its service providers have probative value as regards to use of the Website and the Challenges.

15.4 Governing Law and Jurisdiction

The Terms of Use, and any extra-contractual obligations arising from them or from the use of the Site, shall be governed by and construed in accordance with the French law.

Any dispute relating to these presents shall be subject to the exclusive jurisdiction of the Tribunal de Grande Instance of Paris, to which each party expressly attributes jurisdiction.