

# McMac Cx Air Champion Social Change Scientists

## Privacy Policy and Terms of Use

### INTRODUCTION

Your privacy is very important to us. Please read below to see how Plume Labs handles the information you provide when using your Flow device and its Application. Before you get to the details, here are a few of our fundamental privacy principles:

Personal information you provide when logging onto the Flow Application and when using the device remains secure and confidential at all times. We do not sell it to any third parties.

We aggregate and de-identify certain information, particularly air pollution data, generated by our users to further climate change research and other business purposes. None of it is traceable back to you.

Your personal information can not be viewed by any other Flow user.

We give you several ways to control the privacy of your personal information and are continuously working to enhance privacy options available to you.

Plume Labs respects your privacy and shares your concern about the security of information you may submit to us. Our detailed Privacy policy below explains a more about the information we collect, how we use and share it, how to manage your privacy settings and your rights. Please also read our Terms and Conditions for additional information.

Plume Labs SAS is headquartered in Paris, France. Plume Labs SAS. is the controller of your personal data for the purposes of EU data protection law.

This policy was written in English. To the extent a translated version conflicts with the English version, the English version controls. Unless indicated otherwise, this Privacy Policy does not apply to third party products or services or the practices of companies that we do not own or control, including other companies you might interact with when using Flow.

Questions or comments about this Privacy Policy may be submitted by mail to the address below or by email at [support@plumelabs.com](mailto:support@plumelabs.com)

Plume Labs

11 bis rue Bachaumont

75002 Paris

France

## PRIVACY POLICY - DETAILS

### 1. Definition and nature of personal data

The term “personal data” encompasses any information that could be used to identify you, such as your name, your email address, your city, your geolocation, or any other information about yourself that you choose to share with us.

### 2. Purpose of this Privacy policy

The purpose of this Privacy policy is to explain how we collect and process your personal data, how we protect it, and how we help you exercise your rights.

We collect and process your personal data in compliance with French law n°78-17 of January 6, 1978 on Information Technology, Data Files and Civil Liberties (hereinafter referred to as the “French Data Protection Act”), as well as the European Union’s General Data Protection Regulation (regulation <sup>2016</sup>/<sub>679</sub> of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as the “GDPR”).

#### \*\*3. Identity of the entity responsible for collecting data \*\*

The entity responsible for collecting and processing your personal data is Plume Labs SAS, a French simplified joint stock company (“société par actions simplifiée”) registered with the Registry of Trade and Companies of Paris under the number 803 473 974, whose head office is located at 11 bis, rue Bachaumont - 75002 Paris - FRANCE (hereinafter referred to as “Us” or “We”).

### 4. Basis for processing of personal data

We rely on a number of legal bases to collect and process your personal for the purposes described in this Privacy Policy, including:

As necessary to provide our services through our Application;

Your consent to our collection and processing of this data;

A legitimate interest in providing and improving our Application on a sustained basis, and keeping the Application safe and secure.

Your personal data is processed to meet one or several of the following requirements:

To manage your access to the services provided through the Application and their use;

To maintain a file of registered members, users and customers;

To send newsletters, updates and promotional advertisement (you have the possibility to opt-out of receiving such communications at any point);

To generate service usage statistics that help provide and improve our services;

To organize promotional games, sweepstakes or any promotional operation, (excluding gambling and online gambling);

To collect customer reviews and feedback on products, services or contents;

To customize our answers to your support requests;

To fulfill our legal and regulatory requirements.

We will inform you, when collecting your personal data, whether some of these data are mandatory or optional. Mandatory data are necessary for the provision of our services. Optional data may help us provide you with a better service but you can use the Application without disclosing them.

## 5. RECIPIENTS OF THE COLLECTED DATA

Your personal data will only be collected by our employees and subcontractors.

We may preserve and share your information with third parties including law enforcement, public or governmental agencies, or private litigants if we determine that such disclosure is necessary to comply with the law, including to respond to court orders, warrants, subpoenas, or other legal or regulatory process.

## 6. TRANSFER OR SALE OF PERSONAL DATA

Your personal data will not be sold, transferred or rented to a third party.

We may share your information with third parties and subcontractors who provide services to Plume Labs, such as supporting and improving the Application, promoting the Application, processing payments, or fulfilling orders. We may also engage service providers to collect data about your usage of the Application on our behalf, for statistical purposes or so that we or they may promote Plume Labs.

These service providers will only have access to the information necessary to perform these limited functions on our behalf and are required to protect and secure your information. We ensure that we have clear data protection requirements for all of our third party providers.

## 7. PERSONAL DATA STORAGE PERIOD

### 7.1 Data on current and potential customer management

Your personal data shall be stored no longer than the time strictly necessary for the management of our commercial relations with you. However, any data providing the proof of a right or a contract and that must be stored in compliance with a legal obligation shall be so for the period stated by the legislation currently in force.

Personal data collected in the context of potential promotional operations may be stored for a period of three years from the end of the commercial relations with you.

Personal data relating to potential customers may be stored for a period of three years from their collection or the last contact from the potential customer.

Beyond that three-year period, we may contact you again to find out if you still wish to receive commercial solicitations.

## **7.2 Identity documents**

When exercising your right of access or correction, data relating to identity documents may be stored for the time limit provided for in article 9 of the French Criminal Procedure Code, namely one year. When exercising your right to object, these data may be archived for the limitation period provided for in article 8 of the French Criminal Procedure Code, namely three years.

## **7.3 Management of opt-out systems**

All information taking into account your right to object shall be stored for at least 3 (three) years from the exercise of this right.

## **8 . S A F E T Y**

We take your privacy very seriously. As a consequence we take all necessary precautions, as well as all appropriate organizational and technical measures, to maintain the security, the integrity and the confidentiality of your personal data, and to prevent that they be distorted or damaged and that they be accessed by unauthorized third-parties.

## **9 . H O S T I N G**

We inform you that your personal data are stored, for the term set forth above, on the servers of the companies OVH SAS and Amazon Web Services, both located in the European Union.

Your personal data shall remain within the European Union or other countries providing an adequate level of data protection (such countries being selected by the European Union).

## 11. ACCESS TO YOUR PERSONAL DATA

In compliance with the French Data Protection Act and the GDPR, you have the right to access and rectify any information about you. You can exercise this right and get access to the information about you by contacting us at the:

Email address: [support@plumelabs.com](mailto:support@plumelabs.com)

Postal address: 11 bis, rue Bachaumont - 75002 Paris - FRANCE

## 12. RIGHT TO DEFINE INSTRUCTIONS RELATED TO THE PROCESSING OF DATA AFTER YOUR DEATH

You have the right to define instructions with regard to the storage, the erasure and the communication of your personal data after your death.

These instructions may be general directions, which are focused on all personal data concerning you. In such case, they must be registered with a digital trusted third party certified by the French data protection authority (CNIL).

These instructions may also be specific to the data processed by our company. You are then required to provide these instructions to us at:

Email address: [support@plumelabs.com](mailto:support@plumelabs.com)

Postal address: 11 bis, rue Bachaumont - 75002 Paris - FRANCE

By providing to us these instructions, you hereby expressly consent that they be stored, transmitted and carried out on the terms and conditions set forth herein.

You have the right to appoint in your instructions a person in charge of their execution. After your death, this person shall be entitled to take knowledge of these instructions and to request to us their implementation. Failing such appointment, your heirs shall be entitled to take knowledge of these instructions and to request to us their implementation.

You may modify or revoke your instructions at any time, by writing to us at the abovementioned contact addresses.

## 13. PORTABILITY OF YOUR PERSONAL DATA

You have a right to portability of the personal data you have entrusted to us, understood as the data you have actively and deliberately declared when accessing to and using our services. You are reminded that portability right does not apply on data that were processed on a basis other than consent or the execution of a contract between us.

This right may be exercised free of charge, at any time, including when closing your account on the Application for instance, so that you may recover and store your personal data.

In this context, we shall provide your personal data, by any appropriate means, in an open standard, currently used and machine-readable format, in compliance with the state of art.

#### 14. COMPLAINTS TO THE DATA PROTECTION AUTHORITY

If you are European Union resident, you are informed that you may lodge any complaints on the manner in which we handle your personal data with your local supervisory authority.

#### 15. RESTRICTION OF PROCESSING

You have the right to obtain restriction on the processing of your personal data where one of the following applies:

Within the period of verification that we carry out, if you contest the accuracy of your personal data;

When the processing of these data is unlawful and you request the restriction of this processing, instead of erasing your data;

When we no longer need your personal data, but you require their maintenance for the exercise of legal claims;

Within the period of verification of the legitimate interests, if you have objected to the processing of your personal data.

#### 16. MODIFICATIONS

We reserve the right, at our sole discretion, to modify this Privacy policy, in whole or in part. Any changes will be effective from the time of publication of the new Privacy policy. Your use of the Application after the changes have been implemented implicitly expresses your acknowledgement and acceptance of the new Privacy policy. Otherwise, and if the new Privacy policy does not suit you, you must no longer use our services.

#### 17. ENTRY INTO FORCE

This Privacy policy came into force on September 11th 2018.

# General Terms and Conditions for the use of Flow, the personal air pollution sensor

Entry into force: September 10th 2018

## 1. PURPOSE

Flow helps users measure and understand air pollution around them, either in specific locations or as they move around in their day-to-day lives.

Flow is made of:

a connected device which captures and registers air pollution levels in its immediate vicinity.

a mobile application that displays data transferred from the connected device.

## 2. CONTACT DETAILS

Flow is designed and commercialised by the company PLUME LABS, a French simplified joint stock company (“Société par Actions Simplifiée”), registered under number 803 473 974 with the Registry of Trade and Companies of Paris, whose head office is located 11 bis, rue Bachaumont – 75002 Paris, in France

Plume Labs can be contacted through any of the following channels:

Mail: 11 bis, rue Bachaumont – 75002 Paris (FRANCE)

Email: [support@plumelabs.com](mailto:support@plumelabs.com)

## 3. ACCESS TO FLOW

Flow can be used by:

any person having the full legal capacity to be bound by these terms and conditions of use. Any person who does not have such full legal capacity may only use Flow with the agreement of their legal representative;

any entity acting through a person having full legal capacity to contract for and on behalf of the entity.

## 4. ACCEPTANCE OF THE TERMS AND CONDITIONS

Users can accept the terms and conditions by checking a checkbox when purchasing Flow on Plume Labs' website as provided in article 6.1 or when creating their account on the companion application.

The acceptance of the terms and conditions can only be full and complete. Any qualified acceptance is considered as null and void. Any user who does not accept to be bound by the terms and conditions must not use Flow.

## 5. WHAT FLOW DOES

### 5.1 It measures air pollution

Flow helps users measure and understand air pollution around them, either in specific locations as well as to follow the evolution of pollution levels when they move from a place to another.

Flow detects and records real-time data related to the concentrations of fine particles, nitrogen oxide and volatile organic compounds. These data are transmitted to the Flow application where they are analysed and presented to the user in the form of air quality and pollution measures.

### 5.2 It provides localised air pollution levels

Users may geolocate themselves in the Flow application and access a map of their routes in which they can view the localised measures of air pollution.

Users may turn off their geolocalisation at any time. When this option is turned off, users may still view air quality and pollution measures but cannot access the map, nor view specific localised measures.

### 5.3 Usage of pollution measures

Users are expressly informed and accept that all data with regards to the measures of air quality and pollution treated in the application may be transferred, in an anonymized form, to Plume Labs' environmental database and subsequent products, for purposes of providing information and forecasts on air pollution in the world.

### 5.4 Other services

Plume Labs reserves the right to propose any other service that it deems useful, in a format and according to the technical means that it deems the most appropriate for providing the said service.



## 6. PURCHASING FLOW

### 6.1 Introduction

Before ordering Flow, and pursuant to articles L.111-1 of the French consumer Code, users can learn about Flow's characteristics on Plume Labs' website <https://flow.plumelabs.com/>

Flow is offered for purchase within the limit of available stocks.

Flow's picture and description are as precise as possible. Plume Labs is committed to these pictures and description only for what is exactly indicated. However, users are informed and accept that some of Flow's characteristics, including its color, may not entirely match with the photographs published on the website, due to technical constraints.

### 6.2 Ordering Flow

#### 6.2.1 Placing an order

Users place a Flow order by completing the order form available on the Flow website (s).

As part of the ordering process, users are asked to provide their address for the purposes of delivery and invoicing. All fields in the order form marked as being required must be filled in. Orders cannot be validated unless they contain all required information.

Users must ensure that all information they provide in the order form is accurate, up to date and genuine and is in no way misleading or dishonest.

Users are hereby informed and accept that this information acts as proof of their identity and will be binding upon confirmation.

#### 6.2.2 Order Confirmation

Once they have placed their order, users receive an email which confirms the order and indicates the scheduled delivery date. This email contains a copy of the terms and conditions.

Users must make sure the contact details they entered when ordering are correct to ensure they receive the order confirmation email. If users do not receive this email, they must contact Plume Labs through the channels listed in the paragraph "Contact Details".

Information contained in the order confirmation should be kept safe.

### 6.3 Paying for Flow

#### 6.3.1 Flow's price

Flow's sale price is indicated on the website, in the local currency and all taxes included (including VAT and other applicable taxes, but excluding potential custom duties).

Plume Labs reserves the right to propose promotional offers or price reductions, in its sole discretion and according to conditions that it deems appropriate, including when users subscribe to Plume Labs' other services or have expressed their interest in Plume Labs' activities.

Flow's price does not include the delivery fees, which shall be invoiced in supplement. Delivery cost shall be indicated before the validation of the order by users.

The applicable price is that indicated on the website on the date of validation of their order by users.

Caution: Outside the European Union, as well as in French overseas departments and territories, in addition to the price paid to Plume Labs, duties or local taxes may be pursuant and may be charged to users. These duties and taxes, the amount of which Plume Labs cannot predetermine and therefore cannot inform users of prior to their order, remain at the users' charge. Users remain solely responsible for the making of any related declarations and/or the obtaining of any related authorizations.

### ***6.3.2 Payment***

The price of the Flow, including delivery costs, is due when the order is placed.

Payment can be made online by bank or credit card through the secured online payment service indicated on the website, or by any other mean available on the website at the date of the order.

The user guarantees that they have all required authorizations to use the chosen means of payment.

The corresponding invoice shall be sent to users at the time of delivery.

### ***6.3.3 Retention of ownership***

Plume Labs retains full and complete ownership of Flow until full payment has been made.

## ***\*\*6.4 Flow's delivery \*\****

### ***6.4.1 Territories and delivery methods***

Flow may be delivered to countries mentioned on the website.

Flow shall be delivered to the address indicated as the "delivery address" (which can be different from the invoicing address) indicated by users on the date of their order.

Users are informed of all possible delivery methods and their costs before their order validation. They must select the chosen method of delivery and provide all information required for the effective delivery of Flow.

### ***6.4.2 Delivery date***

Flow's delivery date is indicated in the confirmation email.

Suggested version: If the delivery is not made within this time limit, users have the right to cancel their order.

Orders can be cancelled by registered letter with acknowledgement of receipt, or by any other written form on other durable medium, if, after the user has requested from Plume Labs, on the same terms, to proceed with the delivery in a reasonable additional period, Plume Labs has failed to do so within that period.

The order shall be deemed cancelled upon receipt by Plume Labs of this letter or written form informing Plume Labs of this cancellation, unless the delivery was made meanwhile.

In case the order is cancelled, as set out above, users will be refunded of the sums they have paid, including the costs of delivery, within fourteen (14) days from the date of this cancellation.

## 7. DOWNLOADING THE FLOW APPLICATION

Upon receipt of Flow, users download the Flow application through the web stores indicated on the site, in particular Mac App™ Store or Google Play.

Users expressly acknowledge and accept that, when downloading the application, they are subject to the general terms and conditions applicable to these web stores.

Downloading the Application is free of charge.

Once they have downloaded the application, users register by completing the registration form provided for this purpose and connect it with Flow by complying with the process indicated in the user guide.

## 8. RIGHT OF WITHDRAWAL

Users benefit from a right of withdrawal for a period of 14 (fourteen) working days from the date of receipt of their Flow, without having to give any reason or incurring penalties, except, if necessary, return costs.

They may exercise their rights by sending to Plume Labs, through any of the channels mentioned in the paragraph Contact Details, before expiry of the above-mentioned withdrawal period, the withdrawal form, a model of which is attached in the Appendix, or any other statement, devoid of all ambiguity, expressing their willingness to withdraw.

Flow must be returned to Plume Labs in their original packaging, without undue delay and at the latest within 14 (fourteen) calendar days following the submission by users of their withdrawal. The returned Flow must be accompanied by a copy of the corresponding invoice. Users are deemed responsible in case of deterioration of their Flow when returned to Plume Labs.

Users will be refunded promptly, and at the latest within 14 (fourteen) calendar days following receipt by Plume Labs of the withdrawal, of all sums paid for their order after deducting the return carrier costs,

which remain at their cost. However, Plume Labs reserves the right to defer refund until the Flow's effective return.

## 9. LEGAL WARRANTY

Users benefit from legal warranty as per the applicable local consumer law in the country where Flow was purchased. If users notice that their Flow has a defect, is non-compliant or damaged, they must inform Plume Labs, through any of the channels mentioned in the paragraph Contact Details, indicating the nature of the defect, non-compliance or damage found and including any supporting documentation, such as a photography of the defected Flow. Plume Labs will address each claim as per the local consumer law.

In most cases, when local legal warranty is applicable:

Plume Labs will organize with the carrier of its choice the terms of return and will inform users. Plume Labs will cover the return carrier costs.

Flow must be returned to Plume Labs in its original packaging. A copy of the corresponding purchase invoice must be sent back with Flow.

For Flow's return to be accepted it must be returned following the terms stipulated above.

Plume Labs will make the necessary verifications and will offer to repair or replace Flow if possible.

If repair or replacement of the Flow is not possible, Plume Labs will offer to refund users the full price paid for Flow, this including the related delivery charges.

Users will be refunded promptly, within 15 (fifteen) days at the latest following the date on which they informed Plume Labs of their choice.

### **9.1 For users who purchased Flow in France:**

It is reminded that, when they claim legal warranty of conformity, clients who purchased Flow in France:

benefit from a period of 2 (two) years from the delivery of the good to take action;

have the right to choose between repair or replacement of the good, subject to the cost conditions set forth in article L.217-9 of the French consumer code;

are exempt from proving the existence of a good's non-compliance for the 24 (twenty-four) months following its deliverance.

It is also reminded that legal warranty of conformity applies independently of any commercial warranty that may be provided.

Besides, all consumers have the right to decide to implement the warranty against all latent defects of the thing sold within the meaning of article 1641 of the French civil code. In that event, they have the right to choose between cancellation of the sale and reduction of the selling price pursuant to article 1644 of the French civil code.

## **9.2 Flow's legal warranty does not cover (applicable to all users):**

Any use of Flow that does not comply with its expected or recommended use or with safety guidelines

Damage caused by accident, abuse, misuse, corrosion flood, fire, earthquake or other external causes;

Damage following poor maintenance of Flow by the user or attempt to repair or modify it

Natural wear and tear;

The lifetime of the battery;

Accessories and consumable components (such as strap, batteries, chargers, cables) unless they are the main subject of the order;

Cosmetic damage, including scratches;

Damage caused by use with another product;

The fact that the use of Flow will be uninterrupted or error-free.

## **10. AGREEMENT IN RELATION TO PROOF**

Users expressly acknowledge and accept that:

Data collected on Flow and its application attest to the reality of the transactions performed in the context of this agreement,

This data is the main means of acceptable proof between the parties

## **11. OBLIGATIONS FOR USERS**

Users must respect the following obligations.

While using Flow, users agree to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party.

Users acknowledge having read information on Flow (including the safety guidelines) and understood the characteristics and constraints, technical in particular, of the entire range of services. Each user is solely responsible for their use of Flow and of the application. It is their responsibility to ensure these answer their specific needs prior to using them.

Users undertake to use Flow and its application themselves personally and agree not to allow any third party to use them on their behalf, unless accepting full responsibility for the consequences. Users agree not to transfer, sublicense, delegate or assign to any third party, in any way, all or part of their rights and/or obligations under these terms and conditions, including their access to Flow and the application

When needed, users must provide Plume Labs all documents, data, and information necessary for the proper performance of Flow and its application and the appropriate fulfilment of Plume Labs' obligations under these terms and conditions.

More generally, users agree to actively cooperate with Plume Labs with a view to ensuring the proper performance of Flow and its application and to keep Plume Labs informed with any difficulty in such performance.

Users agree with the fact that Flow and its application provide them with an additional solution, not an alternative solution, for having knowledge of air quality and pollution and that this solution cannot substitute other means that users may dispose of elsewhere to reach the same goal.

Users expressly acknowledge that the use of Flow and its application require that they should be connected to the internet and that they are solely responsible for such connection.

## **12. USERS' GUARANTEE**

Each user undertakes to defend, indemnify, and hold Plume Labs harmless from and against any claims, demands, actions and/or grievances whatsoever, that Plume Labs could incur as a result of a breach by this user of any one of its obligations or guarantees under these terms and conditions.

Users undertake to compensate Plume Labs for any prejudice that Plume Labs could be subject to, and to pay any costs, liabilities, charges and / or convictions that Plume Labs could incur, as a result of such a breach.

## **13. PROHIBITED BEHAVIOUR**

It is strictly prohibited to use Flow and its application to the following ends:

Carrying out activities that are unlawful, fraudulent or infringe on the rights or the security of others,

Violating public order or any local policy or laws,

Hacking into the computer system of a third party or any activity aimed to harm, control, interfere or intercept all or part of a third party's computer system, violating its integrity or its security,

Sending unsolicited emails and / or prospecting or commercial solicitation,

Tampering with the aim to improve referencing of another site,

Assisting or inciting, in any manner or form whatsoever, the carrying out of one or several of the actions or activities described above,

And more generally, any action that uses Flow and its application for any other purpose than that for which they were designed.

Users are strictly prohibited from copying and / or using for their own purposes or those of a third party, the concept, technology or any other component of Plume Labs' products.

The following is also strictly prohibited:

any behaviour that would interrupt, suspend, slow down, or prevent continuity of Flow and its application,

any hacking or attempts to hack into Plume Labs' IT systems,

any hijacking of Flow and its application's system resources,

any acts that would place a disproportionate load on the Plume Labs infrastructure,

any attempts to breach Plume Labs' security and authentication structures,

any acts that could infringe on the rights and financial, commercial, and moral interests of Plume Labs or of the users of its products and finally, more generally,

any breach of these terms and conditions.

#### **14. SANCTIONS FOR BREACHES**

In the event of a breach by a user of any of the provisions of these terms and conditions or more generally, of any infringement by the former of any laws and regulations in force, Plume Labs reserves the right to take any measures it deems appropriate and in particular:

To suspend, cancel or access to Flow and its application for any user who has breached any provision or infringed any law or regulation, or who has participated in this breach or infringement,

To publish on the application or on Plume Labs' website any related informational message that Plume Labs deems useful,

To inform any relevant authorities,

To commence and prosecute any legal proceedings.

#### 1. Liability and guarantee of Plume Labs

Plume Labs undertakes to provide its services with diligence and in compliance with trade practice, specifying that it has an obligation to provide due care, but this without any obligation of result, and this is expressly acknowledged and agreed by users.

More specifically, users expressly acknowledge and accept that Flow and its application are aimed at providing information on the air quality and pollution in a specific place but are not designed to enable users to prevent pollution or to improve their quality of life.

Plume Labs does not guarantee to the users that Flow and its application, which are subject to constant research to improve their performance and progress, will be totally free of errors, faults or defects. In any event, Plume Labs reserves the right to interrupt access to Flow and its application momentarily for maintenance purposes. In the same way, Plume Labs shall not be held liable if the application is ever momentarily difficult (or impossible) to access, the causes of these circumstances being outside Plume Labs' control, force majeure, or due to any disruption in the telecommunications network.

Plume Labs cannot be held responsible for any failure or delay in the delivery of Flow due to users, force majeure or any unforeseeable and unavoidable act of a third party, such as disruption or partial or total strikes of postal services, transport channels or communications.

In any event, any liability that could be incurred to users by Plume Labs within the context of these terms and conditions is expressly and solely limited to direct actual damages suffered by users.

SUBJECT TO OUR RETURN POLICY, FLOW AND THE RELATED SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THEM IS AT YOUR OWN RISK, AND IN NO EVENT WILL PLUME LABS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE, SALE, USE, OPERATION OR PERFORMANCE OF FLOW AND ITS APPLICATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PLUME LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AND PLUME LABS HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL PLUME LABS' LIABILITY TO YOU ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO PLUME LABS BY YOU FOR THE PURCHASE OF FLOW THAT GIVES RISE TO THE CLAIM.



## 16. PLUME LABS' INTELLECTUAL PROPERTY

These terms and conditions do not confer to the users any intellectual property rights relating to Flow and its application, which remain entirely and exclusively the property of Plume Labs. The users only have a license of use of Flow and its application within the limits of these terms and conditions.

The systems, software, structures, infrastructure, databases and content (text, images, graphics, music, logos, trademarks, databases, etc.) used by Plume Labs are protected by all intellectual property rights, or rights for the creators of databases, in force. Any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any these items, without Plume Labs' authorization, is strictly prohibited and could lead to prosecution.

## 17. PERSONAL DATA

Plume Labs practises a policy of protection of personal data, the characteristics of which are detailed in the document "Privacy Policy", which users are expressly invited to read.

## 18. CUSTOMER REFERENCES

Users who are entities expressly authorize Plume Labs to cite and use as appropriate a reproduction of their trademark or logo as customer reference, especially at events, in its business documents and on its Internet site, in any form whatsoever.

## 19. CANCELLATION OF TERMS OF THE SERVICES

Subscription to the terms and conditions is taken out by users for an unlimited term.

Users can opt out of using Flow and its application at any time, by uninstalling the application. Their subscription shall be cancelled immediately.

## 20. AMENDMENTS

Plume Labs reserves the right to amend the terms and conditions at any time.

Users shall be informed of these amendments through any pertinent channel.

Any user who does not agree with the amended terms and conditions must unsubscribe from FLOW and its application according to the provisions set out in paragraph "Cancellation of Terms of Services".

Users who continue to use Flow and its application after the entry into force of the amended terms and conditions shall be deemed to have accepted these amendments.

## 21. LANGUAGE

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation shall be English in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

## 22. CONSUMER MEDIATION

In the event of any dispute with Plume Labs, in relation with these terms and conditions, users have the right to seek recourse, free of charge, to a consumer mediator, for free of charge, for purposes of finding an amicable settlement, pursuant to articles L611-1 et seq. and articles R152-1 et seq. of the French Consumer Code.

To this end, users may contact the following consumer mediator:

Centre de médiation et de règlement amiable des huissiers de justice (Medicys – Mediation and Amicable Resolution Center of Judicial Officers)

Street address: 73 Boulevard de Clichy, 75009 Paris (France)

Email address: [contact@medicys.fr](mailto:contact@medicys.fr)

<http://www.medicys.fr/index.php/consommateurs/>

## 23. LAW AND JURISDICTION

These terms and conditions are subject to French law and shall be interpreted and governed by such.

Any dispute that may arise in connection with their interpretation, their validity or their enforcement shall fall within the exclusive jurisdiction of the courts of Paris (France).

## APPENDIX

### WITHDRAWAL FORM

Please fill in this form if you wish to exercise your withdrawal right.

Attention:

Plume Labs, SAS

11 bis, rue Bachaumont

75002 Paris

France

Email address: support@plumelabs.com

I hereby notify you my withdrawal of the purchase of Flow made on:

Order number:

Ordered / received on (\*):

Date of registration:

Name of the buyer:

Address of the buyer:

Signature of the customer (only when this form is sent by post:

Date:

(\* ) Delete as appropriate