

CAPACITÉS

GENERAL TERMS OF USE

Article 1 Contracting parties

This website (herein after referred to as “the Website”) and its services (herein after referred to as “the Services”) are published by the Capacités company (hereinafter referred to as “Capacités”), a simplified joint stock company (SAS), with a capital of 160,000 Euros, whose registered office is located at 28 Rue Bénoni Goullin 44200 Nantes, registered with the RCS Nantes under number 824 583 447, represented by its President, Mr. Laurent Bartholomeus.

Under these Terms of use, any person using the Website or the Services is considered as a user (hereinafter referred to as “the User”).

Capacités and the User are hereinafter collectively referred to as "the Parties".

The prior knowledge of these Terms of use and their full acceptance by the User is irrefutably presumed by the User browsing on the Website or using, in whole or in part, any of its Services. In the case the User does not accept these Terms of use, the User shall not browse on the Website or use its Services.

Article 2 Legal information

The Website is published by :

Capacités

Simplified joint stock company (SAS)

Capital: 160 000 Euros

1 Quait de tourville 44000 Nantes

Siret: 48343424700019

E-mail : contact@irealite.com

Publication director: M. Christophe Renaudineau

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Directeur de la publication : Octave KLABA

Article 3 Updates of the Terms of use

Capacités is likely to update this Terms of use.

Browsing on the Website or using its Services after an update of the Terms of use will irrefutably presume of its full acceptance by the User.

Article 4 Term

These Terms of use are concluded for the duration the User browsing on the Website or using its Services.

Article 5 Use of the Services

Capacités has developed a mobile application designed for smartphones and tablets (hereinafter referred to as the "Application"). Administrator can edit the content of the application through a back-office. The application uses information such as geolocalisation and camera to provide the best possible experience for the end-user.

Capacités reserves herself the right to content. In the case Capacités believes a content violates laws or regulations or is manifestly contrary to public order, Capacités shall remove the content.

In case of non-compliance by the User to these terms of use or to the conditions applicable to the Services or to any recommendations made by Capacités to the User, Capacités may, without notice, suspend, indefinitely, the right for the User to use the Services.

In case of such suspension the User will have no right to compensation of any kind.

Article 6 Personal data

The User is informed that his registration on the application leads to the collection and automated processing of personal data concerning the User by Capacités. The use of these personal data is subject to the provisions of Law n°78-17 of 6 January 1978, amended by Law n°2004-801 of 6 August 2004.

According to this Law, these personal data are stored and used in order to allow the User to use the Services. These data are kept for the time necessary for the purposes for which they are collected and processed.

The fields of the personal data forms which must be filled by the User are indicated on the Website by an asterisk.

According to the Law above, the User has a right to access and to modify its personal data and has the right to oppose himself to the processing of its personal data. To this end, the User shall send an email to following address:

contact@irealite.com

Capacités shall do all its efforts to ensure that these personal data are kept in conditions of adequate security and that their protection is ensured in accordance with the procedures in force.

The User expressly agrees that its personal data collected on the Website may be transferred by Capacités to third parties, in accordance with the laws and regulations in force.

For the perfect information of the User, it is precised that Capacités uses "cookies files" on its Website in order to statistical processing of data relating to its Website and its Services. To this end, Capacités installs a cookie file on the computer of the User. A cookie file does not identify the User. A cookie file records information about the browsing of the User on the Website. The User may oppose himself to the registration of "cookies file". To this end, the User shall configure its internet navigator software for this purpose.

Article 7 Intellectual property

7.1 The denomination "Capacités" and the logo "Capacités" are the exclusive property of Capacités. The Website, the structures of databases, text, information, analyzes, images, graphics, photographs, graphics on the Website are the exclusive property of Capacités (this list is not exhaustive). These Terms of use shall not be construed as operating any transfer of ownership on any element of the above list.

Accordingly to the above the User shall not reproduce, represent, and more generally use the elements belonging to Capacités without its express written prior authorization.

Capacités grants the User with a non-exclusive and non-transferable right limited to the use of the Website and of the creative works and information contained on the Website. Any use of the Website, its creative works and its Services for commercial purposes by the User is strictly prohibited unless prior express written authorization of Capacités.

For any non private purpose, the User shall not reproduce, download, use, distribute and / or communicate in whole or in part, in any form whatsoever, any creative work or data contained on the Website, including the 3D models, without the express prior written authorization of

Capacités.

7.2 The fact the User uploads content on the dedicated hosts of Capacités does not confer to Capacités any intellectual property rights on the data entered.

Capacités does not control data uploaded on its dedicated hosts. As a consequence Capacités will not be liable for any direct damages caused by data on its hosts and accessible to Users or users of the Application.

Article 8 Liability

8.1 The User acknowledges and agrees Capacités shall in no event be liable for any damages, direct or indirect, which the User may suffer as a result of the consultation of the Website or by using its Services.

The User expressly agrees that this exclusion of liability reflects the allocation of risk accepted under these Terms of use accordingly to the absence of fees paid by the User.

8.2 The Website may contain links to other websites published by third parties. Capacités has no control over the content of these websites. As a consequence, Capacités shall not be held responsible for any contents of such websites.

Article 9 Severability

If any provision of these Terms of use is held to be invalid or unenforceable, such provision shall be severed from these Terms of use but all remaining provisions shall remain in full force and effect.

Article 10 Waiver

Any failure by Capacités to enforce the User's strict performance of any provision set forth in these Terms of use will not constitute a waiver of its right to subsequently enforce such provision or any other provision of these Terms of use.

Article 11 Governing law

The present Agreement shall be governed by the Laws of France without reference to the conflict of laws rules.