

GENERAL TERMS OF SUBSCRIPTION AND SALE

Article 1. General overview

These General Terms of Subscription Sale (hereinafter the "General Terms") apply to any subscription to the NextMotion Services offered by the company NEXTMOTION on the website available at the address <https://www.nextmotion.net/pricing-plans-aesthetic-solution> (hereinafter the "Website").

The Website is published and operated by the company NEXTMOTION (hereinafter the "Company" or "NEXTMOTION"), a "société par actions simplifiée" organized under French law with a capital of 5 794 euros, registered in the Créteil Trade and Companies Register Office under the number RCS 817 441 132, and the head office of which is located at 56, avenue Sainte-Marie - 94160 Saint-Mandé - France – contact@nextmotion.net.

These General Terms prevail over any other document, including all correspondence, negotiations, discussions, communications, agreements, whether oral or written, and all previous draft agreements between the Practitioner as defined below and NEXTMOTION, relating to the same subject. The Subscription to the Service implies that the Practitioner accepts these General Terms and the General Terms of Use to which the Privacy Policy is attached.

In particular, the contractual documents specified below in descending order of importance are applicable to the relationship between the Company and the Practitioner:

- Where applicable, the General Terms of Sale;
- the General Terms of Use;
- The Privacy Policy.

These general terms are translated from French. In case of inconsistency between this version and the original French version, the latter will prevail.

Article 2. Definitions

In this document, words or expressions with capital letters will correspond to the following definitions:

- **Subscriber:** the term "Subscriber" means any Practitioner or entity headed by a Practitioner that has subscribed to a Subscription to the Services offered by the Company for the use of the NEXTMOTION Solution under the conditions set forth by the General Terms;

- **Subscription:** the terms "Subscription" or "Premium Subscription" mean the individual subscription giving access to the Services accessible on the Website;
- **General Terms of Use:** the term "General Terms of Use" means the general terms of use of the Website publicly accessible and available on the Website;
- **NEXTMOTION Device:** The term "NEXTMOTION Device" refers to the technical device, working with the NextMotion CRM Solution, which enables the creation, editing and sharing of dynamic Patients videos;
- **Patient:** the term "Patient" refers to any natural person followed by a Practitioner using the Service;
- **Practitioner:** the term "Practitioner" means any physician or health professional having, personally or through a company that he/she directs or controls, acquired a NEXTMOTION Device from the Company or one of its authorized distributors;
- **Practitioner User:** The term "Practitioner User" means a Practitioner who, after subscribing to a Subscription, has terminated his/her Subscription and has thus no access to the Service.
- **Service:** the terms "Service", "NextMotion Connect Service" and "NextMotion CRM Solution" here refer to all services offered by NEXTMOTION on the Website to Practitioners who have acquired a NEXTMOTION Solution and/or who have subscribed to a Subscription; the list of the Services, that may be amended by NEXTMOTION, may in particular include a NEXTMOTION Device, access to videos for Practitioners and Patients, including hosting of health data through an authorized processor;
- **Website:** the term "Website" means the website available at the address www.nextmotion.net and the mobile application that are edited and operated by the NEXTMOTION Company and give access to the Services related to the subscription of a NEXTMOTION Solution, or any other website or mobile application made available to Users to access the Services;
- **User:** the term "User" refers to both Practitioners and Patients.

Article 3. Acceptance of General Terms of Subscription Sale

Any Subscription to the NextMotion Service automatically entails adherence and acceptance of these General Terms of Subscription Sale as well as of the General Terms of Use to which the Privacy Policy is attached, that prevail over any document coming from the Subscriber, whatever nature and date of issue, unless expressly agreed with NEXTMOTION. As a consequence, subscribing to a Subscription implies that the Practitioner and, as the case may be, any company established for the exercise of the activity of medical Doctor that he/she directs or controls, fully and unconditionally accept these General Terms of

Sale and the General Terms of Use. The Practitioner guarantees the respect of the General Conditions of Sale and General Conditions of Use by all his/her staff and liberal collaborators and, if necessary, by all the staff and liberal collaborators of any company constituted for the exercise of the activity of medical Doctor that he/she directs or controls.

The order placed by the Subscriber implies that the Subscriber has beforehand read every information about the essential characteristics of the Service to which he/she subscribes that are publicly available on the Website. The Subscriber, by subscribing to the Subscription, acknowledges that he/she has read every information about the essential characteristics of the Service.

It is specified that the General Terms may be modified unilaterally by the Company at any time. The Company will inform the Subscriber of the modifications either at his/her e-mail address or via the Website or via the Service. The new version of the General Terms of Sale will be applicable one month after this information.

A new version of these General Terms may also be posted when the NextMotion Solution is updated.

If the Practitioner uses the Website and the NextMotion Connect Solution one month after these General Terms have been modified, this implies that he/she has fully accepted the new General Terms in force.

Therefore, it is the responsibility of the Practitioner to regularly read the latest version of the General Terms available on simple request from NextMotion Company in order to be aware of any changes.

Article 4. Description of the Service and provision of equipments

The Company offers several Subscription offers to the NextMotion Solution related or not with the NEXTMOTION Device.

The equipment offered under the various offers (Nextmotion license only, NextMotion Device, Iphone and lighting equipment) are made available to the practitioner and are included in the subscriptions detailed in Article 6 hereof.

Article 5. Rules of access and Subscription to the NextMotion Service

Access to the features of the Website and to the NextMotion Connect Services requires the subscription to a Subscription, as well as the creation of a user account, allowing the Subscriber to identify himself/herself.

The NextMotion account (hereinafter the "Account") is accessible through an identifier (email address), associated with a password, which are both strictly personal to the Subscriber; the rules for their creation are detailed below in Article 5.2.

The Account allows any Subscriber, through a dedicated interface, to access information relating to his/her Subscription as well as the contracts and services in progress to which he/she has access.

5.1. Required configuration

In order to subscribe to the NextMotion Connect Service, Subscribers must have a computer with an Internet access, or a smartphone or tablet running iOS (iOS 13 or higher version) : compatible with the iPhone, the iPad, if they want to connect via their mobile phone through the application.

The Website works on all devices with Internet access.

5.2. Creation of a Personal Account

Any Practitioner can subscribe to a NextMotion Subscription.

To this end, he/she must open a Personal Account in his/her own name or in the name of any company established for the exercise of the activity of medical Doctor that he/she directs or controls.

Then, this Personal Account will allow him/her to subscribe to a Premium Subscription and then to access the Services offered by the Company.

Prices may vary depending on the number of doctors using the Solution. All prices variations will be described on the website under pricing page <https://www.nextmotion.net/pricing-plans-aesthetic-solution>

For any first connection, the Practitioner must connect to the Service via the hypertext link provided by the Company.

He/she will be invited to create a Personal Account and will have to comply with the instructions of the Company, that are recalled in the General Terms of Use.

This information that is required when creating the Account is essential to activate his/her Account.

5.3. Giving access to software and application

Access to the features of the NextMotion Solution chosen on the website (basic license, 3D license and CRM license) is given immediately after the creation of the Personal Account and completion of each of the steps referred to in article 5.2 that are equivalent to subscribing to the Subscription.

The Practitioner can connect directly to the NextMotion Solution in the space provided for this purpose, by using the email address and password previously recorded when entering his/her information in the registration form.

Article 6. Pricing and payment conditions

Prices are available on the Website <http://www.nextmotion.net/pricing/> and are quoted in euros, excluding taxes. Regarding NextMotion device, pricing excludes shipping and installation fees

The price, applicable to the contract, is indicated on the Order Form, which may include a promotional discount.

NextMotion Company reserves the right to vary the Subscription(s) fees from time to time, but only for the next and subsequent billing periods. In that event NextMotion will give the Subscriber reasonable notice of the variation before it will come into effect

If the Subscriber do not cancel his subscription(s) before his next billing cycle, he will be deemed to have accepted the variation.

The commitment made for a fixed term is firm so that in the event of termination during the subscription(s) period by the practitioner, the full amount of the sums he has committed to remain due and payable on each due date initially provided.

In accordance with the provisions of the articles L. 215-1, L. 215-3 and L. 241-3 of the Consumer Code, NextMotion Company will inform the practitioner in writing, by registered letter or by e-mail dedicated, not earlier than three months and no later than one month before the end of the commitment period, of the possibility of not renewing the contract he has concluded with a tacit renewal clause.

The contract provided for a firm subscription period will be tacitly renewed in the absence of termination of the practitioner, for a duration similar to the subscribed subscription.

If, however, at the end of a subscription or trial period, the practitioner has not expressed his willingness to cancel the subscription, the NextMotion Company will then take note of the tacit will of the latter to subscribe to the full subscription package available at this time.

Article 7. Conditions of Subscription Termination by NextMotion and payment incidents

The Subscriber is solely liable for the payment of all amounts due under the Subscription.

In case of non-payment, and after NEXTMOTION has sent a reminder remained unsuccessful for 30 days, NEXTMOTION reserves the right to terminate without delay the current Subscription. This termination is notified to the Subscriber by email to the address registered on his/her account, NEXTMOTION reserving the possibility to remove any possibility of a new Subscription for a period of one year from the date the termination is notified to the Subscriber.

However, the remainder of the period subscribed remains due entirely.

In case of fraudulent or illicit use of the Account or Services by the Subscriber, NEXTMOTION will be fully entitled to terminate the Subscription at any time and without prior notice, notwithstanding any damages that may be claimed by NEXTMOTION because of these actions.

The Subscriber will be informed of this termination by an email notifying him/her of the termination of his/her Subscription, without the Subscriber being able to claim any compensation as a result of this termination.

In the case a payment would be rejected by the Subscriber's bank, for any reason whatsoever, and if the payment is not regularized within 5 working days following the rejection, the Subscription, and therefore the access to the Service, may be suspended by NEXMOTION on a discretionary basis until the situation is rectified.

The Subscriber will be immediately informed of the suspension of his/her Subscription and will have a period of one month to regularize his payment.

In the absence of regularization within this period, the Subscription will be automatically terminated without any formality or payment of any compensation to the Subscriber by NEXMOTION.

He must then return the equipment at his own expense, under the conditions provided in article 6 of these presents. The remainder of the period subscribed remains due entirely.

Article 8. Rules of renewal of Subscriptions

Any Subscription to the Service is renewed by tacit agreement in accordance with Articles L.215-1 and following the Consumer Code, as referred to in Article 6 hereof.

Article 9. Interruption or modification of the access to the NextMotion Service

NEXMOTION reserves the right at any time to modify or discontinue access to the NextMotion Connect Solution for as long as it deems necessary to improve or maintain its Services, without notice and without financial compensation for Subscribers and Users. NEXMOTION will endeavor, as far as possible, to inform Subscribers in advance of such changes or interruptions.

In the case of an interruption, NEXMOTION undertakes to make its best efforts to restore access to the NextMotion Connect Solution as soon as possible.

Article 10. Removal or end of the NextMotion Solution

In case of final unavailability of the Services, NEXMOTION will inform the Subscriber by email and refund the amount paid by the Subscriber under the Subscription for the current month, no later than thirty days after the end of the current month.

All of the Subscriber's data, which concerns him/her directly or related to his/her Patients, will then be downloadable by him/her for a period of 1 month. At the end of this period, all this information will be deleted in accordance with Article 13.

Article 11. Proof agreement

The Practitioner acknowledges and agrees that the Subscription registration systems can be used as evidence for all transactions between NEXTMOTION and the Practitioner.

The Practitioner acknowledges and accepts that the acceptance of the General Terms and the General Terms of Use is achieved by clicking on the mention "I accept" appearing to the display of the General Terms and the General Terms of Use when creating the Personal Account. The Practitioner also acknowledges that this acceptance procedure will, between NEXTMOTION and the Practitioner, prove the Practitioner's consent.

For this purpose, the Practitioner acknowledges and accepts that the computerized data kept within the NEXTMOTION servers processing electronic files under reasonable conditions of security and integrity are irrefutably considered proof of acceptance of the General Terms and General Terms of Use by the Practitioner, as well as proof of all transactions between NEXTMOTION and the Practitioner. Thus, these elements constitute evidence and, if they are produced as evidence by NEXTMOTION in any legal proceeding, they will be admissible, valid and opposable in the same way, under the same conditions and with the same probative force as any document that would be prepared, received or kept in writing.

At any time, the Practitioner may print, download, and keep a copy of the General Terms in paper and electronic format.

Article 12. Protection of collected Personal Data

All information relating to the protection of personal data collected by the Company (collected data, purposes, recipients, retention period, high level of security, rights of data subjects, etc.) are described in the Privacy Policy which is attached to the General Terms of Use. We, thus, invite you to read it.

12.1. Obligations of the Practitioner as data controller

In the context of using the Service, the Practitioner implements processing of personal data for which he/she is liable according to the legal provisions in force.

In this context, the Practitioner guarantees the Company that he/she is compliant with the provisions applicable to him/her with regard to the protection of personal data. The Practitioner also undertakes to ensure:

- the lawfulness, fairness and transparency of the collection and processing of personal data (in particular information of the data subjects, or even obtaining the consent of the said data subjects when it is required, in particular because of the purpose or modalities of the data processing or of the collected and processed data);
- that these data are only processed for a specified, explicit and legitimate purpose, corresponding to the features offered by the Service, and that they are not processed for later purposes that are incompatible with this initial purpose;
- that the personal data collected and processed in connection with the use of the Service are adequate, relevant, and limited to what is necessary in relation to the purposes for which they are integrated into the Service as well as in relation to the specific profession of the Practitioner and for the specific purposes pursued, and that the collection of such data is not unlawful;
- that data is accurate, kept up to date, and accurate;
- that personal data is kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which they are processed;
- that the authorizations for personal data is strictly limited to users who have the need to know, on the basis of the rule of least privilege.

The Practitioner is also required to comply with applicable data protection provisions and to obtain the necessary agreements for the collection and processing of the personal data of the data subjects.

The Practitioner undertakes to inform the data subjects of the collection and processing of their data (purpose, recipients, retention periods, rights of data subjects, etc.) in accordance with the applicable provisions regarding the protection of personal data and, where required, for example for the collection and processing of health data, to obtain the consent of the data subjects.

The Practitioner undertakes to respect the rights of the data subjects (right of access, rectification, opposition, deletion, limitation, portability, etc.) and to answer the requests made to that effect by the data subjects following the rules and within the deadlines prescribed by applicable legal obligations.

The Practitioner guarantees the Company from any claim by data subjects whose data is included in the Service.

The Practitioner undertakes to make available to the Company all the information and elements necessary for compliance by the latter with its own obligations regarding the protection of personal data, in particular by communicating to the Company the information and elements requested for this purpose.

12.2. Obligations for the Company as a processor

In the context of the provision of the Service in accordance with these General Terms, the Company may process and/or have access, as a processor, to personal data on behalf of the Practitioner, who is controller, for the sole purpose of performing the Services referred to herein as long as these General Terms are in force. These data may be of any kind, including data relating to the identification and contact details of data subjects, as well as to their professional life, their personal life and their lifestyle,

and data relating to their state of health, or connection and traceability data, and more generally all personal data collected and processed under the Service on behalf of the Practitioner.

In this case, the Company guarantees that it implements all the necessary measures to preserve the security and privacy of the personal data to which it may have access, or which could be communicated to it in connection with the implementation of the Service. In addition, the Company undertakes to take all appropriate technical and organizational measures, taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purpose of personal data, which would be necessary for compliance by itself and its staff of this obligation of security and privacy, and in particular:

- not to process, not to consult the said personal data for purposes other than the performance of its obligations for the performance of these General Terms and of the Service on behalf of the Practitioner;
- to process and consult such personal data only in accordance with the documented instructions of the Practitioner, including with respect to the transfer of personal data to a third country or international organization, unless the Company is held to proceed under European Union law or another law applicable to it; in this case, the Company will inform the Practitioner of this obligation before the processing of personal data, unless applicable law prohibits such information for reasons of public interest;
- to inform the Practitioner immediately if, in its opinion, an instruction constitutes a breach of the provisions of European Union law or of other applicable Member States data protection law provisions;
- to define the notion of “instruction of the data processor” as acquired when the Company acts in the context of the execution of these General Terms;
- to take any measure to prevent any disclosure to third parties or any misappropriation, malicious or fraudulent use of such personal data;
- to take all necessary precautions to preserve the security of such personal data, to ensure that it is not deformed, damaged, that unauthorized third parties don’t have access to it, and to prevent any access that was not previously authorized by the Practitioner;
- take all measures to (i) guarantee the constant confidentiality, integrity, availability and resilience of the processing systems and services used, (ii) restore the availability of and access to personal data in the event of a physical or technical incident, and (iii) to regularly test, analyze and evaluate the effectiveness of such measures;
- to prohibit the consultation and processing of personal data other than those concerned by the Service, even if access to such personal data is technically possible;
- to ensure that persons authorized to process personal data are subject to an appropriate conventional or legal obligation of confidentiality;
- not to take a copy or store, whatever form and purpose, all or part of the said personal data entrusted to it or collected by it during the execution of these General Terms, if not for technical operations strictly necessary for the execution of these General Terms;
- and, at the end of the contractual relationship, to proceed to the destruction of any manual or computerized files storing the said data within a period of thirty (30) days, unless the law of the European Union or the law applicable to it requires the Company to retain such personal data.

In addition, it is expressly agreed that the Company may use processors for the performance of all or part of its obligations hereunder, which the Practitioner acknowledges and accepts. The processors used by

the Company on the date of signing hereof include IBM. In addition, the Company undertakes to inform the Practitioner in advance of any processors that may be used by the Company and any planned changes regarding the addition or replacement of other processors. In such a case, the Practitioner will have a period of five (5) calendar days from the date he/she receives this information to present any objections. In the absence of objections within this period, the Practitioner will be deemed to have accepted the new processors.

The Company further undertakes to sign a written agreement with each processor imposing compliance with the Company's obligations hereunder with regard to the protection of personal data and the standards according to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). The Company will also ensure that its processors provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing meets the above requirements, setting forth that in case a processor does not comply with its obligations regarding the protection of personal data, the Company will remain fully liable to the Practitioner.

In addition, it is specified that the Company is authorized, to the strictest extent necessary for the performance of the Service, to use processors located in a country that is not a member of the European Union and does not have an adequate level of performance protection under applicable provisions. In this case, the personal data flows that may be implemented to countries outside the European Union will be governed by contractual provisions with these processors that will comply with the standard data protection contractual provisions drawn up by the European Commission regarding protection of personal data

The means, implemented by the Company, intended to ensure the security, and in particular the privacy, of personal data comply with the state of the art in the field and are detailed in the attached documents. The Company agrees to maintain these means throughout the performance of these General Terms and if not, to immediately inform the Practitioner. In any case, the Company undertakes to change the means to ensure the security and privacy of this personal data, to replace them by means of equivalent or superior performance.

The Company, as a processor, also undertakes to cooperate with the Practitioner in order to ensure:

- the compliance by the Practitioner with his/her own obligations regarding the security and privacy of personal data;
- the Practitioner's performance of privacy impact assessments if the nature of the processing in which the Company intervenes requires such assessments, and the potential consultation of the supervisory authority where appropriate in the case of these data processing operations;
- the management of requests for the exercise of the rights granted to the data subjects by the personal data laws (right of access, rectification, erasure and opposition, right to processing limitation, right of data portability, right not to be subject to an automated individual decision) and of the answers to be provided. In particular, the Company undertakes to inform the Practitioner of any request received without delay after becoming aware of it, and at the latest within five (5) calendar days, the answer to these requests and the actions to be deployed as a result remaining the sole liability of the Practitioner. The Company also undertakes, within a period of ten (10) calendar days following the Practitioner's request, to implement all the means and to communicate to

the Practitioner all the elements enabling the Practitioner to provide an answer to these requests of data subjects wanting to exercise their rights;

- to comply with the obligation to notify the data subject supervisory and information authority in case of a personal data breach. The Company agrees in particular to notify the Practitioner, without delay after it becomes aware of it, and in all cases within three (3) calendar days, any personal data breach, i.e. any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. With this notification must be provided all useful documentation in order to enable the Practitioner, if necessary, to make the aforementioned notifications when they are required.

The Practitioner has the right to proceed, in accordance with the principles of privacy and medical confidentiality, to any verification that seems useful to ascertain compliance by the Company with its obligations regarding the protection of personal data, particularly by means of audits or inspections, at the convenience and expense of the Practitioner. This verification may be carried out by the Practitioner himself/herself or by a third party that he/she has selected, appointed and mandated for this purpose, provided that this third party is not a competitor of the Company, subject to a thirty (30) calendar days notice. In this context, the Company will make available to the Practitioner or said third party the necessary information to allow the performance of these audits and inspections and provide proof of compliance with the aforementioned obligations and undertakes to contribute to said audits by collaborating with the Practitioner.

12.3. Parties obligations about data processed by the Company as a controller

In the context of the Service provision and in accordance with the Privacy Policy, the Company is a controller of some of the personal data collected (specifically concerning personal data allowing access to the Website).

In this context, it may transfer some of them to the Practitioner who is a controller, always in accordance with the Privacy Policy.

If such a transfer of data is to happen, the Practitioner undertakes to:

- comply with his/her own obligations regarding the security and privacy of personal data;
- manage the requests for the exercise of the rights granted to the data subjects by applicable personal data laws (right of access, rectification, erasure and opposition, right to the limitation of the data processing, right to data portability, right not to be the subject of an automated individual decision) and the answers to be made in coordination with the Company so that both controllers can make necessary decisions.

Thus, each Party undertakes to:

- inform the other Party of any request received without delay after becoming aware of it, and in all cases within five (5) calendar days;
- notify the other Party, without delay after becoming aware of it, and in all cases within three (3) calendar days, of any personal data breach, i.e. any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

In all cases, if the Practitioner is located outside the European Union (or a country the data protection laws of which have been considered adequate by the European Commission) or if the data processing he/she manages on this transferred data is carried out outside the European Union (or a country the data protection laws of which have been considered adequate by the European Commission), the Practitioner acknowledges and agrees to strictly comply to the standard European Union contractual clauses that are attached to these General Terms in

Annex 1.

Article 13. Limitation of liability

13.1. Availability of the Service

NEXTMOTION makes its best efforts to make its Service available 24 hours a day, 7 days a week. However, given the specificities of the Internet, NEXTMOTION does not guarantee the Service continuity, being bound in this regard only by an obligation of means.

The Company's liability will be excluded in the event of damages related to the temporary impossibility of accessing any of the services offered by the Website.

NEXTMOTION is only liable for direct, immediate and foreseeable damages and for any amount of damages equal to the amount paid by the Subscriber for the subscription purchased during the last 12 months.

13.2. Website modifications

NEXTMOTION reserves the right to modify, interrupt, at any time, temporarily or permanently all or part of the Service without prior notice to Practitioners and without entitlement to compensation for them.

13.3. Liability of the Practitioner

The Practitioner is solely liable for the use he/she makes of the Website and the Service.

NEXTMOTION will in no way be held liable in the context of proceedings brought against the Practitioner who has made an improper use of the Website and/or the Service it provides.

The Practitioner acknowledges and agrees in this respect that he will guarantee the Company for any claim or proceeding brought against it due to the improper use by him/her of the Service and/or the Website.

THE PRACTITIONER IS A MEDICAL DOCTOR OR HEALTHCARE PROFESSIONAL AND IS SOLELY LIABLE FOR THE USE HE/SHE MAKES OF THE INFORMATION, SOFTWARE, APPLICATION AND SERVICES PROVIDED TO HIS/HER PATIENTS; IT IS FOR HIM/HER TO VERIFY PRIOR TO ANY ACTION TAKEN ON THE BASIS OF THIS INFORMATION, PROGRAMS, SERVICES OR ADVICE, THAT THEY ARE ADEQUATE TO THE NEEDS OF HIS/HER PATIENTS.

In addition, the Practitioners are liable for being compliant with the rules and practices of their profession and in particular with the order of medical Doctors and the legislation in force.

It is the responsibility of the Practitioner to ensure that the care provided to his/her Patients is adequate to their state of health.

13.4. Force Majeure

NEXTMOTION cannot be liable if the performance of one of its obligations is prevented or delayed due to a case of force majeure as defined by article 1218 of the French Civil Code, the jurisprudence of the French Supreme Court (“Cour de cassation”) and the French Courts, namely an event beyond the control of the debtor of a contractual obligation, which could not be reasonably foreseen at the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, which prevents the performance of its obligation by the debtor (for example, and without limitation, natural disasters, fires, malfunction or interruption of the telecommunications network or electricity network, etc.).

Article 14. Intellectual Property

14.1. Protection of the website, software solution and application

The Company is the owner or licensee of the intellectual property rights on the general structure of the Website and its content (texts, slogans, graphics, images, photographs and other content) as well as the software and application solution.

Therefore, in accordance with the provisions of Book 1 of the French Intellectual Property Code, any representation, reproduction, modification, denaturing and/or total or partial exploitation of the Website, the NextMotion Connect Solution, their content or the Service, by any this process and on any medium whatsoever, without the express and prior authorization of the Company, is prohibited and constitutes an act of copyright infringement.

14.2. Protection of distinctive signs

The trademarks, logos, corporate names, abbreviations, trade names, signs and domain names of NEXTMOTION allowing access to the Service constitute distinctive signs that cannot be used without the express prior authorization of their holder.

All visual and audio elements of the Website, the NextMotion Connect Solution including the underlying technology used, are protected by copyright, trademark law and/or patents.

These elements are the exclusive property of NEXTMOTION.

All rights of reproduction are reserved. All the texts composing the pages of the Website cannot, in accordance with the provisions of the French Intellectual Property Code, be the subject of any representation or reproduction, integral or partial, on any medium whatsoever, without the express and prior authorization of NEXTMOTION.

Any representation, reproduction or partial or total exploitation of these distinctive signs is prohibited and constitutes trademark infringement, pursuant to the provisions of Book 7 of the French Intellectual Property Code, usurpation of corporate name, trade name and name of domain engaging the responsibility of its author.

Setting up direct hypertext links to the Website is authorized following the prior agreement of the Company.

However, NEXTMOTION will not be held liable for the current or future content of the websites that are linked with the Website.

NEXTMOTION reserves the right to request the removal of any hypertext link appearing on a third-party website and routing to the Website.

Article 15. Partial invalidity

Any modification of the laws or regulations in force, or any decision of a competent tribunal invalidating or declaring void one or more articles or clauses of the General Terms cannot affect the validity of the other provisions and articles of these General Terms.

The other stipulations will fully remain in force.

The stipulations, clauses or articles declared void shall, in accordance with the spirit and the object of the present, be replaced by other valid provisions and articles which, in view of their scope, approximate to the full extent permitted by the law, provisions and articles declared void.

Article 16. Duration

These General Terms apply for the duration of the online Services provided by NEXTMOTION.

Article 17. Dispute resolution and applicable law

In the case of dispute or litigation of any kind, the courts in the jurisdiction of which NEXTMOTION head office is located shall have jurisdiction to hear any dispute concerning the application of these

General Terms as well as their interpretation, execution and subsequent sales contracts entered into by NEXTMOTION or with respect to the payment of the price, even if there is more than one defender.

However, NEXTMOTION reserves the right to summon the Practitioner to the competent court in the jurisdiction of which he/she is domiciled.

Only French law is applicable.