

WINDDLE GENERAL CONDITIONS OF USE

The website www.winddle.com is owned and published by Winddle SAS (hereinafter “Winddle”), a private limited liability company registered in Paris under the number RCS 811 521 491 located 15 rue de Siam – 75116 Paris, France.

Winddle.com (hereinafter “Winddle Platform”) is a collaborative platform dedicated to sourcing teams and their Partners which intervene at the different stages of the supply chain (design, production, quality control, shipping, delivery, etc.).

THE USE OF WINDDLE PLATFORM IS SUBJECT TO THE READING AND ACCEPTANCE OF THESE CONDITIONS OF USE AS SET FORTH IN ARTICLE “APPLICABILITY OF THE CONDITIONS OF USE” AS WELL AS TO THE REGISTRATION PROCESS DESCRIBED HEREUNDER.

IF YOU REGISTER FOR A FREE TRIAL, THESE CONDITIONS OF USE WILL ALSO GOVERN THAT FREE TRIAL.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE CONDITIONS OF USE.

1. DEFINITIONS

For the purpose of the Conditions of Use, when the following expressions commence with a capital letter, they shall have the following meaning:

“Client”: means Winddle Platform’s user which registered on the Platform and accepted the Conditions of Use.

“Conditions of Use”: means the present document and its possible subsequent versions and exhibits.

“Documentation”: means the guidelines and/or instructions given, at any time, by Winddle to the Client in order to use the Platform.

“Licensed User(s)”: means the Client’s employee(s) and partner(s) as exhaustively enumerated by the Client at the time of the registration, to whom the Client grants a license of use of Winddle Platform as set forth in Article “Intellectual Property Rights” and as such, who are authorized by the Client to use the Platform. The Client may as well add one or several Licensed User(s) during the course of the pre-existing subscription term. Such additional subscriptions will then be subject to the payment of additional fees as provided in Article “Purchased Services”.

“Nominated Contact(s)”: means the Client’s employee(s) exhaustively and namely identified by the Client at the time of the registration who are authorized to address Platform’s issues to Winddle through the support request for Support or Maintenance Services. The Nominated Contact(s) is/are the single point(s) of contact of the Client for Winddle. Where issues are addressed to Winddle via other employee(s) than the Nominated Contact(s), Winddle does not guarantee that he will intervene and/or solve the issues.

“Parties”: means both Winddle and the Client.

“Partner(s)”: means the services provider(s) with whom the Client is in business relationship, whether based in the Client’s country or overseas.

“Winddle Platform” or “Platform”: means the software as a service (SaaS) accessible via www.winddle.com, in its deployed and running form and, where applicable, its Documentation, "as is".

“Purchased Services”: means the services purchased by the Client on the Platform or via a separate order form as described in Article “Purchased Services”.

“Source Code”: means Winddle Platform’s instructions and program lines to which access is required so as to modify the software.

“Subscription term” : means:

- During the free trial period, the term of this free trial period, that is, maximum thirty (30) days;
- During the Purchased Services period, the term for which the Client subscribed to and paid for the Purchased Services.

“Support Services”: means the basic technical assistance provided by Winddle in respect of the Platform.

These expressions may be used both in singular or plural form.

2. APPLICABILITY OF THE CONDITIONS OF USE

Before registered, the Client willing to use Winddle Platform shall read carefully the Conditions of Use. If the Client does not agree with these Conditions of Use, he shall not register.

By accepting the Conditions of Use, either by ticking the box provided for that purpose at the time of the registration or by executing an Order form that references these Conditions of Use, the Client confirms that he has read and understood the Conditions of Use and agrees to be bound by them.

Winddle reserves the right, in its sole discretion, to modify, alter or otherwise update these Conditions of Use at any time. By continuing to use Winddle Platform, after the posting of a modification, the Client is deemed to have accepted such modification.

3. REGISTRATION

The registration on Winddle Platform is subject to the prior acceptance by the Client of the Conditions of Use. The Client agrees to abide by the Conditions of Use and further guarantees that its Licensed Users will do the same. The Client shall be held liable for the use of Winddle Platform by its Licensed Users.



To use Winddle Platform, the Client shall register and have an Internet access. Internet and any telecommunication fees shall remain at the Client's expense.

The Client shall further have a valid e-mail address to receive the confirmation of his registration

The Client shall inform Winddle of any modification of his email address.

To register, the Client is requested to fill in information and notably fields marked with an asterix.

The completeness, accuracy and consistency of such information as provided by the Client is essential for the good working of the Platform and the purpose for which the Platform has been created. The same holds true when the Client and/or Licensed Users operate from time to time on the Platform.

Winddle shall not, at any time, be held liable for the incompleteness, inaccuracy, inconsistency, absence of updating or for any delay of any kind such as, for example, delay in the production of a garment or late payment.

The Client shall be solely liable for the confidentiality of his access codes as well as for the consequences of any disclosure of these codes. He shall then take every precaution to keep them confidential.

Once the registration is completed, the Client can either simply try the Platform during a free trial period or subscribe to Purchased Services.

Upon request from the Client, Winddle may create accounts on his behalf.

4. FREE TRIAL

If the Client only wishes to register on the Platform for a free trial (max. 30 days), Winddle will make one or more services available to the Client on a trial basis free of charge until the earlier:

- a. The end of the free trial period for which the Client registered to use the Platform;
- b. The start date of any Purchased Services ordered by the Client.

Unless otherwise specified, during the free trial period, the Platform may be accessed by no more than the specified number of Licensed Users chosen by the Client at the time of the registration.

ANY DATA THE CLIENT ENTERS INTO THE PLATFORM AND ANY CUSTOMIZATIONS MADE TO THE PLATFORM FOR THE CLIENT, DURING THE FREE TRIAL PERIOD, WILL BE PERMANENTLY LOST, UNLESS THE CLIENT FURTHER PURCHASES SERVICES TO THE PLATFORM () OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

Notwithstanding Articles 9, 10 and 11, during the free trial, the services are provided to the Client "as is" without any warranty.

5. PURCHASED SERVICES

The Client may subscribe to a Winddle Plan (hereinafter “Purchased Services”) as described on the Platform.

Unless otherwise specified, the Purchased Services may be accessed by no more than the specified number of Licensed Users chosen by the Client at the time of the registration.

The Client may purchase additional subscriptions for Licensed Users during the term of the pre-existing Purchased Services at the same price as that for these pre-existing Purchased Services prorated for the remainder of the Purchased Services term in effect at the time the additional subscriptions are added and the added Licensed Users subscriptions shall terminate on the same date as the pre-existing Purchased Services.

However, the number of Licensed Users cannot be decreased during the term of the relevant subscription.

Licensed Users subscriptions are for designated users only and cannot be shared or used by more than one user but may be reassigned to new users replacing former users who no longer require ongoing use of the Purchased Services and as such of the Platform.

Winddle reserves the right, in its sole discretion, to refuse further access to the Client and Licensed Users if they do not comply with the previous rules or with these Conditions of Use.

6. EFFECTIVE DATE TERM

6.1 Conditions of Use

6.1.1 Effective Date

The Conditions of Use shall become effective on the date the Client registered on the Platform as set forth in Article “Registration” and for the applicable term as set forth hereunder.

6.1.2 Term

The Conditions of Use shall remain in force for the term the Client subscribed, unless the free trial period has been expired or the Purchased Services have been expired or terminated according to the Article “Termination”.

6.2 Purchased Services

6.2.1 Effective Date

The Purchased Services shall become effective on the date the Client paid for such services, that is, for example, at any time during the free trial period or at the end of the free trial period.

When the Client subscribes for additional subscriptions (for new Licensed Users) during the term of the pre-existing Purchased Services, these additional subscriptions shall become effective on the date the Client paid for such subscriptions.

6.2.2 Term

The Purchased Services remain in force for the term of 1 (one) year.

At the end of the Subscription Term, the Purchased Services will be automatically renewed save for the Client to unsubscribe via its Winddle account or upon a written notice to Winddle by registered letter at least 60 (sixty) days before the end of the current Subscription Term. It is mentioned that, in such case, the fees relating to the new term of the Purchased Services will be due by the Client.

When the Client subscribes for additional subscriptions (for new Licensed Users), these additional subscriptions remain in force for the remaining Subscription Term of the pre-existing Purchased Services. They shall terminate the same date as the pre-existing Purchased Services.

7 FINANCIAL CONDITIONS

7.1 Fees

The Client shall pay all the fees to use the Winddle Platform. Except as otherwise specified herein or in a separate order form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of users licenses cannot be decreased during the relevant subscription term.

The pricing chart of the different Purchased Services is provided to the Client either online or via a separate specific order form.

Winddle reserves the right, in its sole discretion, to modify its pricing at any time. Winddle will inform each Client by email of any price increase at least 15 (fifteen) days before its effective date. In such a situation, any Client who will not accept this price increase will be able to terminate its Winddle subscription through its Winddle account as mentioned in the article 6.2.2, this termination being effective at the end of the current subscription term. If there is no termination by the Client, the new pricing will be applied to the next Subscription Term following the effective date of the new pricing.

7.2 Terms of payment

For the Purchased Services, the payment can be made via credit card, Paypal transfer or bank transfer to the following bank account:

Bank: BNPPARB Paris La Murette
Name: Winddle SAS
Bank code: 30004
Agency code: 00364
Account: 00010204792
RIB Key: 14
IBAN: FR7630004003640001020479Z14
SWIFT code: BNPAFRPPXXX

Where the payment is made by bank transfer, the fees shall be received from the Client maximum thirty (30) days from the registration date.

If the fees are not received from the Client by the due date, Winddle may, in its sole discretion:

- apply penalties for late payment at a rate of 15% of the total amount of the fees due for the relevant subscription and/or;
- suspend access to the Platform to the Client until all the fees are paid.

All fees are expressed in Euros, net of taxes and any expenses.

For additional subscriptions (new Licensed Users), an invoice will be sent to the Client and/or will be made available via its Winddle account. The fees relating to these additional subscriptions will be due by the Client 3 days after the first connection of the new users.

If the fees are not received from the Client by the due date, the same rules as those mentioned above shall apply.

8. PLATFORM AVAILABILITY

Winddle will do its best efforts to ensure:

- a sufficient storage volume on the Platform to operate the website and ensure, where the case may be, the Client's data extraction ;
- a monitoring of the proper functioning of the Platform.

The services do not include the telecommunications fees for the Client to transfer its data on Winddle Platform and/or the Internet fees for the Client to access to the Platform.

Winddle will do its best efforts to make the Platform available 24 hours a day, 7 days a week, subject to maintenance. Indeed, the Platform may be subject to some restrictions or interruptions at night, as well as on Saturday and Sunday, or during public holiday, to perform operational requirements or ensure maintenance. Winddle will give the Client 48 hours notice before taking the Platform down for maintenance purposes.

9. SUPPORT SERVICES AND MAINTENANCE SERVICES

With effect from the registration date, Winddle will provide the Support Services to the Client who purchased and paid (in full) the Purchased Services. As mentioned above, when the Client only subscribed to a free trial, the Platform is provided "as is".

For Services Support, the Client may contact Winddle through one of the following means:

- By email: support@winddle.zendesk.com;
- Upon the Client submitting an online support request through the system ("Support Request").

In relation to Services Support, Winddle will provide online advice and technical assistance to the Client in connection with the use of the Platform. Winddle will use all reasonable endeavors to respond within twenty-four (24) hours of receipt of a request and Winddle will do its best efforts to solve the issue(s) addressed by the Client in a timely manner.

10. LIABILITY

Subject to the provisions as set forth hereunder, the Client shall be entitled to claim compensation for any direct loss it may have suffered from Winddle Platform as a result of a fault on the part of Winddle, subject to providing evidence thereof.

Winddle's liability is limited to the commitments made under these Conditions of Use and shall not be incurred as a result of in particular:

- i. loss due to the Client's total or partial failure to fulfill its obligations as set forth in these Conditions of Use,
- ii. direct or consequential loss that is suffered by the Client due to a failure of the Client's and/or Licensed Users' system, incorrect or abuse use of the Platform by the Client or its Licensed Users, errors or failures which are the results of unapproved modifications, variations or additions to the Platform by the Client and/or Licensed Users.
- iii. more generally, any consequential loss. In particular, any or all pecuniary or business loss (i.e. loss or corruption of data, loss of profits, operating loss, loss of customers or orders, loss of anticipated saving, any disturbance to business activities) or any or all legal proceedings instituted against the Client by a third party, shall constitute consequential loss and shall not provide entitlement to any or all compensation from Winddle.

Whatever the reason of the loss is, Winddle's liability is limited to the price of the Purchased Services for the relevant subscription term during which the loss occurs.

- 1.1 Winddle shall be discharged of liability in respect of any claim arising under or in connection with these Conditions of Use, whether in contract, tort (including negligence) or otherwise, unless formal commencement of legal proceedings is brought within one (1) year after the Client first becomes aware (or should reasonably have become aware) of the facts that constitute the cause of action.

11. WARRANTY

The Client shall be responsible for verifying, by any or all means, Winddle Platform's suitability for its requirements, its good working order, and for ensuring that it shall not cause damage to either persons or properties. In particular, the Client shall ensure that its Licensed Users will not provide malicious codes and/or viruses to the Platform.

The Client acknowledges that the Platform is supplied "as is" by Winddle without any other express or implied warranty of any kind, subject to the applicable statutory warranties, in particular, without any warranty as to its commercial value, its secured, safe, innovative or relevant nature.

Specifically, Winddle does not warrant that the Platform is free from any error, that it will operate without interruption, that it will be compatible with the Client's and/or Licensed Users' own

equipment and software configuration, nor that it will meet the Client's and/or Licensed Users' requirements.

12 PERSONAL DATA PROTECTION

12.1 Collection of Personal Data

Winddle collects personal data from applications, questionnaires, emails and other forms Winddle may submit to the Client where necessary in order to perform the services and functionalities offered on the Platform.

Personal data collected are those provided by the Client at the time of the registration and from time to time where the Client and/or its Licensed Users uses the Platform, such as the name of the Client's representative(s), the name of its employee(s), job title(s), role(s) playing in the supply chain, Client's company's name, Client's company's location and contact details (address, email, fax, telephone number) as well as any personal data relating to the Client's Partner(s) as provided by the Client.

Collection of personal data is necessary for performance of the services and functionalities offered on the Platform. If the Client declines to provide the requested personal data, Winddle may not be able to provide its services and as such to process the Client's inquiries or requests via the Platform.

Winddle website is hosted by a third-party service provider on servers located in Singapore. As a consequence, by providing Winddle its personal data, the Client expressly consents to the transfer of its personal data to the countries mentioned above or in a jurisdiction that does not have laws that provide an equivalent level of personal data protection than the laws in the Client's home country. If the Client does not want its personal data be transferred in the countries mentioned above, he shall not register.

12.2 Use of Personal Data

Winddle uses personal data to register the Client with the website and to provide the Client with the services and functionalities.

Winddle may also from time to time use the Client personal data to send it information about the company or its services via telephone, email, fax and/or mail. Where emails are sent to the Client, the Client may, at any time, opt out of receiving further email communications from Winddle by clicking the unsubscribe link in the footer of all Winddle email messages.

Winddle may further process the data to establish statistical reports. These statistical reports are established on the basis of the Client's activities and data provided by the Client and Licensed Users on the Platform. A statistical report of its activities may be communicated to the Client upon request. For reasons of privacy and confidentiality, Winddle does not provide a Client with statistical reports of other Clients namely identified.

Winddle may use web-based tools when the Client visits the website, such as "cookies" to track its online activities, including its registration, submissions, and information requests. Cookies are electronic files placed on the Client computer by a website server. The cookies track online

activities on the website, including the IP address from which the Client accessed the website, and may link that information with personal data the Client provided Winddle through online registration. Winddle may also use the Client IP address to help diagnose problems with the server(s) and to administer the website. The Client web browser may be set to accept cookies automatically, but can be changed to decline them. The help section of the toolbar on most browsers describes how to set the browser to prevent accepting new cookies, how to be notified by the browser when receiving a new cookie, or how to disable cookies altogether.

12.3 Disclosure of Personal Data

Winddle may disclose personal data to third parties as required or permitted by law, under the following circumstances:

- Winddle may disclose personal data to companies belonging to its corporate group as necessary or appropriate to provide the services requested by the Client; or
- Winddle may disclose certain personal data to companies and individuals with whom it has contracted to perform the services, in whole or in part, on its behalf; or
- Winddle may disclose personal data, to the extent necessary or appropriate, to government agencies, public authorities, and any other third party in order to comply with applicable laws, or if such action is necessary to protect the rights of Winddle;
- in other cases, Winddle may disclose personal data if it has obtained the prior and written consent of the Client concerned by the data.

12.4 Personal Data Access, Modification or Removal

Where, during the contract, the Client wishes to have access to, to modify or to remove its personal data from the Platform, it can do so by justifying its identity and writing to the following address: support@winddle.zendesk.com.

However, in such case, Winddle may not be able to give the Client further access to the Platform or to provide the services or functionalities for which the Client registered.

13. CLIENT DATA

The data are and shall remain the Client's property. The services provided by Winddle do not include the Client's data storage. As a consequence, the Client shall ensure a regular back-up of its data as well as its archiving.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Winddle Intellectual Property Rights

The Client acknowledges that all intellectual property rights in the Platform (trademarks, domain names, etc.) belong and shall belong to Winddle, and neither the Client nor any Licensed Users shall have any rights in or to the Platform other than the right to use them in accordance with the terms of this license as set forth hereinafter.



The Client shall use its best endeavors to prevent any violation of Winddle's intellectual property rights in the Platform, including any violation by third parties and shall immediately report to Winddle any such violation that comes to its attention.

However, Winddle, in its sole discretion, may undertake or defend any and all actions or oppose to any action, so as to protect the Platform and/or its intellectual property rights. The Client, where the case may be, shall assist Winddle in collecting all useful relevant information and provide Winddle with its most complete cooperation.

The Client may not undertake any action or initiative whatsoever in its own name or in the name of Winddle concerning the Platform or any of the above referred rights, unless with the previous written consent of Winddle.

14.2 Rights granted to the Client by Winddle

Winddle hereby grants to the Client, who accepts, a non-exclusive license over the Platform throughout the world and for the term of the subscription providing that all fees had been paid by the due date.

The Client is authorized to use the Platform, with it being hereinafter specified that this comprises:

- a. loading, displaying, running the platform on any medium able to run one of the supported web browser
- b. entitlement to observe, study or test its operation, within the scope of fair use. This shall apply when the Client carries out any or all loading, displaying, running, transmission or storage operation as regards the Platform that it is entitled to carry out hereunder.

The Client is authorized to sublicense the intellectual property rights he has been granted by Winddle to its Licensed Users. The Client shall prevent any violation of Winddle's intellectual property rights by its Licensed Users. In particular, the Client shall:

- ensure that each Licensed User, before starting to use the Platform, is made aware of the present article and Conditions of Use and that the Platform may only be used in accordance with this license;
- provide suitable disciplinary procedures for employees who make unauthorized use or copies of the Platform; and
- notify Winddle immediately if the Client becomes aware of any unauthorized use of the whole or any part of the Platform by any third party.

15. **LINKING POLICY**

15.1 Linking to Winddle's website

Winddle permits anyone to link to Winddle's website subject to the linker's compliance with the conditions hereunder.

A site that links to Winddle's website:

1. May link to, but not replicate, content contained in Winddle's website;
2. Must not create a border environment or browser around content contained in Winddle's website;
3. Must not present misleading or false information about Winddle's services;
4. Must not misrepresent Winddle's relationship with the linker;
5. Must not imply that Winddle is endorsing or sponsoring the linker or the linker's services or products;
6. Must not use Winddle's logos, trademarks or any other intellectual property right without prior written consent from Winddle;
7. Must not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages;
8. Must not contain materials that would violate any laws;
9. Must agree that the link may be removed at any time upon Winddle's request pursuant to Winddle's reserved rights to rescind its consent to allow the link.

15.2 Third-party websites

Winddle may provide links to third-party websites, which are not under the control of Winddle. Winddle makes no representations about third-party websites. When the Client accesses a non-Winddle website, he does so at his own risk. Winddle is not responsible for the reliability of any data, opinions, advice, or statements made on third-party websites. Winddle provides these links merely as a convenience. The inclusion of such links does not imply that Winddle endorses, recommends, or accepts any responsibility for the content of such sites.

16. CONFIDENTIALITY

Each Party (the "Receiving Party") shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of the purpose of these Conditions of Use any and all information of whatever nature, whether technical, legal, commercial or financial nature belonging to, or received from, the other Party (the "Disclosing Party"), in whatever form under or in connection with the Conditions of Use unless it has obtained the prior written consent of the Disclosing Party.

It shall not be considered as confidential information, any information which:

- a. now or hereafter enters the public domain through no fault of the Receiving Party;
- b. has been possessed by the Receiving Party prior to the disclosure and which has not been obtained directly or indirectly under a confidentiality obligation as evidenced by written record of the Receiving Party;
- c. has been communicated lawfully and without restriction to the Receiving Party by third party.

Each Party shall further be entitled to disclose confidential information, to the extent reasonably required, to:

- its financial advisers (including its bankers and statutory auditors), legal and/or technical advisers (provided that they are themselves bound by and comply with obligations of confidentiality no less stringent than those set out in these Conditions of Use);

- comply with an order of a judicial or regulatory body (provided always that, where reasonably practicable and without breaching any legal or regulatory requirements, the Party disclosing the confidential information of the other Party shall inform such other Party of such disclosure a reasonable period of time before such disclosure actually takes place).

Save as provided for above, each Party shall limit access to confidential information to those of its employees, partners or sub-contractors for whom such access is strictly necessary for the proper performance of the services and shall keep such information confidential.

Each Party shall promptly notify the other Party of any unauthorised possession, use or knowledge, or attempt thereof, of the other Party's confidential information by any third party of which it becomes aware.

Unless prohibited by law, the Parties shall return or destroy all confidential information and other material provided to the other Party upon request within 30 working days of such request and, in the case of destruction of confidential information, certify, on reasonable notice, that such destruction has taken place.

The Parties' obligations shall continue in force notwithstanding the termination or expiry of the Conditions of Use for a period of 1 year after.

17. FORCE MAJEURE

Force Majeure means any event which is beyond the reasonable control of either Party, as such expression is interpreted by courts.

When a Force Majeure event prevents a Party (the "Affected Party") from complying with any of its obligations under these Conditions of Use, the Affected Party must notify the other Party immediately and describe the Force Majeure event.

If such Force Majeure event lasts for more than 3 days from the date of the notification and such Force Majeure event prevents the Affected Party from performing its obligations under the Conditions of Use during that period, the other Party is entitled (but not obliged) to terminate for just cause the contract immediately on written notice at no cost.

Upon the termination of the Force Majeure event, the Affected Party must promptly notify the other Party of such termination and resume performance of the affected obligations.

For the avoidance of doubt, if, as a result of a Force Majeure event, the performance by the Affected Party of some but not all of its obligations under these Conditions of Use is affected, the Affected Party nevertheless remains liable for the performance of those obligations not affected by the Force Majeure event.

The Parties shall under no circumstances be liable for any loss of any kind whatsoever, including, but not limited to, any damages or charges or other fees or costs whether directly or indirectly

caused to or incurred by the Parties by reason of any failure or delay in the performance of their obligations under the Conditions of Use, which is due to Force Majeure.

18. SUB-CONTRACTING

In the provision of the services, Winddle may use sub-contractors. By registering, the Client expressly consents to the use of these sub-contractors by Winddle. Winddle shall not be responsible for acts and omissions of its sub-contractors.

Winddle hereby undertakes to ensure continuation of the sub-contracted services. In particular, in case of an event that may have a direct impact on, or interrupt the conditions of use of Winddle services, Winddle will do its best efforts to find a suitable replacement solution, within a reasonable timeframe.

19. ASSIGNMENT

These Conditions of Use shall not be transferable or assignable, in whole or in part, by the Client without the prior written consent of Winddle.

The Client agrees to the transfer or assignment, in whole or in part, of these Conditions of Use by Winddle to a third party.

20. TERMINATION

20.1 Termination for breach

In the event of breach of these Conditions of Use, the non-breaching party shall be entitled to terminate the contract upon written notice to the other party by registered letter, specifying the nature of the breach and offering to the breaching party a term of thirty (30) days to remedy the breach. If the breaching party does not remedy the breach within thirty (30) days from the receipt of the abovementioned letter, the contract will be terminated automatically, without any other proceedings.

20.2 Consequences of the termination

1.2 Upon expiration or termination of these Conditions of Use, the Client shall pay to Winddle all fees (if any) then due and outstanding.

Upon request by the Client made within thirty (30) days after the effective date of termination of the Purchased Services subscription, Winddle shall make available to the Client for download a file of its data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Winddle shall have no obligation to maintain or provide any of the Client's data and shall thereafter, unless legally prohibited, delete all of the Client's data in Winddle systems or otherwise in Winddle possession or under Winddle control.

21. NOTICE

Any notice or mail under these Conditions of Use shall be validly made in writing and, if necessary by registered letter with return receipt, to the Parties at the addresses they specified.

Similarly, the Parties using e-mail (with return receipt) for performance of the contract, they give full recognition of the legal value of the messages that will be addressed through this communication tool.

However, if the content of a message is inconsistent or modify any provision of these Conditions of Use, only written and signed relevant contract provisions or written and signed amendments will apply.

22. MISCELLANEOUS

Any failure by either Party, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke the said provision(s) subsequently.

These Conditions of Use are the entire agreement between Winddle and the Client relating to the subject matter hereof and supersedes all agreements, arrangements and understandings between Winddle and the Client having the same purpose.

Articles headings are for ease of reference only. In the event of a conflict between any of the article headings and the terms of the article, the terms shall prevail.

In the event that one or more of the provisions hereof were to conflict with a current or future applicable law, said law shall prevail, and the Parties shall make the necessary amendments so as to comply with said law. All other provisions shall remain effective. Similarly, invalidity of a provision of the Conditions of Use, for any reason whatsoever, shall not cause the Conditions of Use as a whole to be invalid.

Words importing the singular include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders.

23. GOVERNING LAW AND JURISDICTION

All matters relating to these Conditions of Use shall be governed by and construed in accordance with the laws of France.

In the event of any difficulty in connection with the application of these Conditions of Use, Winddle and the Client agree to follow an amicable settlement procedure before referring the case to the court. The Party wishing to trigger the said procedure shall give notice thereof to the other Party by sending a registered letter with notice of receipt, allowing the other Party a period of thirty (30) calendar days to resolve the dispute. If a settlement is reached, the Parties shall sign a confidential settlement agreement.

If a settlement is not reached, the Parties shall submit the dispute to the courts.