

## **Terms of Use**

Welcome to timetonic.com, a website and online service owned and operated by O'Mailey SAS ("O'Mailey", "TimeTonic", "We" or "Us"). This page explains the terms by which you may use our service. By accessing or using the TimeTonic services, website, applications and software provided through or in connection with the service, including through a mobile device ("Service"), you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service. All users of the Service (whether of the free service or a paid service) must agree to these terms.

All amendment to this Agreement must be accepted by writing by each Party. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

### **Use of Our Service**

TimeTonic provides a way for you to record, organize and share ideas, numbers, photos, documents, information, knowledge, all kinds of personal and professional data. Since you can decide to share information, TimeTonic is also a place for people to communicate with others in their work, school or community in real time.

TimeTonic grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

You will need to register with TimeTonic and create a "User" account. Your account gives you access to the services and functionalities that we may establish and maintain from time to time and in our sole discretion.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify TimeTonic immediately of any breach of security or unauthorized use of your account.

You may use your Account Settings to control your User Profile. By providing TimeTonic your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use the email address of your company if you are a paying corporate user to send you other messages, including changes to features of the Service and special offers.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the TimeTonic servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes. You agree not to use any portion of the Service as a destination linked from any unsolicited bulk

messages or unsolicited commercial messages. You agree not to include any malicious software, virus, trojan horse or any code or script in the Service that can damage the Service, the other Users or give anybody access to source code or content from the Service.

TimeTonic may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in TimeTonic's sole determination, you violate any of the Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or, (vi) bypassing the measures we may use to prevent or restrict access to the Service. Upon termination for any reason, each Party continue to be bound by this Agreement.

TimeTonic reserves the right to offer alternative and/or additional Services to certain administrative users that may not be offered to general Users. You acknowledge that TimeTonic may charge a fee for the use of any Services, provided that TimeTonic notifies you of any such fee before you incur it and provided your company has provided a written approval. Subject to the foregoing, you agree to pay any fees incurred by you. In the event that You have elected to receive additional services for a fee, and you fail to pay such fee within thirty (30) days, then in addition to all other remedies available to TimeTonic, TimeTonic may immediately cease providing all such additional services. If you learn that a User is not authorized to be a User or is otherwise violating this Agreement, we encourage you to visit such User's User profile page and follow the "click here" link under the Admin section to notify us. You agree you will not accuse any User of being unauthorized or of violating this Agreement unless you have actual knowledge.

## **Our Responsibilities**

**Provision of Purchased Services.** We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Central European Time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-TimeTonic.com Application, or denial of service attack.

**Protection of Your Data.** We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, encryption of passwords, encryption of files, secured ssl connexions, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased

Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the corresponding sections, or (c) as You expressly permit in writing.

## **Feedback**

By using the Service, you acknowledge that we do not desire to receive confidential information. You may choose to or we may invite you to report errors, submit comments, suggestions or ideas about the Service, including without limitation feedback about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place TimeTonic under any fiduciary or other obligation, that we are free to disclose the Feedback on a non-confidential basis to anyone or otherwise use the Feedback without any additional compensation to you. By acceptance of your submission, you hereby assign to us all rights, title and interest throughout the world in the Feedback, and all Intellectual Property Rights therein.

## **Our Proprietary Rights**

Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the “TimeTonic Content”), and all Intellectual Property Rights related thereto, are the exclusive property of TimeTonic and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service, and not to perform any reverse engineering. Use of the TimeTonic Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

## **User Content**

Some areas of the Service may allow Users to post content including text, numbers, tasks, dates, meeting notes, contact details, todo lists, images, photos, documents, audio messages, video messages, ideas, comments, questions, knowledge and other information and data available or not into your own carnets or carnets that belong to other users (“User Content”). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, “post”) on the Service, and you agree that we are only acting as a passive conduit or for your online distribution and publication of your User Content. TimeTonic will not review, share, distribute, or reference any such User Content except as provided herein or in our Privacy Policy or as may be required by law.

You may authorize other Users to create links to all or part of your User Content. By utilizing this capability, you agree to have your linked User Content accessible by those Users until you revoke these authorization or terminate your account.

In either case, TimeTonic does not have, nor does it claim, any ownership rights in any User Content except if you submit suggestions for improvements, feedback, ideas or report errors to TimeTonic. In addition, you should note that if a User who previously gave you the authorization to post / publish / add your User Content into one or more of his or her carnets decides to revoke this authorization, your access to all User Content you uploaded into that user's carnets may be terminated.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. You understand that publishing your User Content on the Service is not a substitute for registering it with the France Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

TimeTonic takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. TimeTonic is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that TimeTonic shall not be liable for any damages you allege to incur as a result of such User Content.

You are solely responsible for your interactions with other TimeTonic Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

## **Additional features**

Individuals may also elect to purchase additional services from TimeTonic subject to your written approval. If you do so, then as long as you continue to pay the associated fees, TimeTonic will provide such services to you. You should be aware, however, that TimeTonic reserves the right at any time to alter or modify all or part of the services from time to time (including both the free service and the Premium services). Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, products, services, software or changes in instructions.

## **Mobile Use**

## **General**

Users may elect to send timetones or to receive regular short message service (“SMS”) alerts of new TimeTonic content through mobile telephone device carriers that may be supported via TimeTonic SMS. You may receive help for SMS content delivery by contacting TimeTonic customer support at [contact.ttc@timetonic.com](mailto:contact.ttc@timetonic.com). There may be a fee charged by TimeTonic for Users to receive text messages. Standard text messaging rates and other charges from a User’s carrier may also apply.

### **Opt-in/Opt-out**

To opt-in to SMS updates, you will sign up on the web at [timetonic.com](http://timetonic.com). When you register to receive the mobile alerts, you warrant that you are the legal own of the mobile device which you registered to receive mobile alerts messages and that you are authorized to incur any charges that may result from receiving mobile alert messages.

You may discontinue receipt of mobile alert messages by deleting your phone number in your profile.

### **Text Message Content and Delivery**

TimeTonic forwards the information that you have requested in the form of text messages from our partners. TimeTonic is not responsible for the contents of any information that is sent to your mobile device, since it is not the originator of this content. TimeTonic can make no representations or warranties as to the accuracy or reliability of the contents and accuracy of that information.

TimeTonic does not warrant that the text messaging service will be uninterrupted or error free. We shall not be liable for any delay in performing or failure to perform any obligation hereunder by circumstances beyond our reasonable control including (without limitation) any technical problems beyond the control of TimeTonic such as (for example) defects, congestion or failures of capacity or otherwise in the public data or telephone or mobile carrier network or caused by atmospheric interference, your mobile device being turned off for an extended period of time so that messages are not retained, or your being unable to obtain mobile network coverage.

### **License Grant**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. TimeTonic reserves all rights not expressly granted herein in the Service and the TimeTonic Content (as defined below). Unless TimeTonic has agreed otherwise with respect to a Corporate Network, TimeTonic may terminate this license at any time for any reason or no reason.

### **Eligibility**

This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use or access to the Service by anyone under 13 is unauthorized, unlicensed, and in violation of this Agreement. TimeTonic may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing

the Service (or any portion, aspect or feature of the Service) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 13. If you are under 18 years of age you may use the Service only if you either are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

## **Privacy**

We care about the confidentiality of your data and your privacy. By using the Service, you agree to our Privacy Policy and are consenting to have your personal data transferred to and processed in France.

*French IT law: Les informations recueillies font l'objet d'un traitement informatique tel que décrit dans la Politique de Confidentialité de TimeTonic. Conformément à la loi française « informatique et libertés » du 6 janvier 1978 modifiée en 2004, vous bénéficiez d'un droit d'accès et de rectification aux informations qui vous concernent, que vous pouvez exercer en vous adressant par courrier électronique à [privacy.ttc@timetonic.com](mailto:privacy.ttc@timetonic.com). Vous pouvez également, pour des motifs légitimes, et sous certaines conditions, vous opposer au traitement des données vous concernant.*

## **Security**

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and User Content for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **Additional Representations and Warranties**

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

1. You are at least 18 years of age, or if you are under 18 years of age you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.
2. Your User Content and its use by TimeTonic's will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.
3. You have the full power and authority to enter into this Agreement and to the extent that any entity is bound hereby, to bind such entity, this Agreement and performance of obligations under this Agreement do not and will not violate any other agreement to which you or such entity is a party; and this Agreement constitutes a legal, valid and binding obligation of you or any such entity. TimeTonic may contain links to third-party websites, advertisers, or services that are not owned or controlled by TimeTonic.

## **Third-Party Websites, Advertisers or Services**

TimeTonic has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from TimeTonic, you do so at your own risk, and you understand that this Agreement and TimeTonic's Privacy Policy do not apply to your use of such sites. You expressly relieve TimeTonic from any and all liability arising from your use of any third-party website or services or third party owned content (unless those content / services or websites are required to operate TimeTonic). Additionally, your dealings with or participation in promotions of advertisers found on TimeTonic, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that TimeTonic shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## **Non TimeTonic Providers**

**Acquisition of Non-TimeTonic.com Products and Services.** We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non- TimeTonic.com Applications and implementation and other consulting services. Any acquisition by You of such non- TimeTonic.com products or services, and any exchange of data between You and any non-TimeTonic.com provider, is solely between You and the applicable non-TimeTonic.com provider. We do not warrant or support Non- TimeTonic.com Applications or other non-TimeTonic.com products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form.

**Non-TimeTonic.com Applications and Your Data.** If You install or enable a Non-TimeTonic.com Application for use with a Service, You grant Us permission to allow the provider of that Non-TimeTonic.com Application to access Your Data as required for the interoperation of that Non-TimeTonic.com Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-TimeTonic.com Application.

**Integration with Non-TimeTonic.com Applications.** The Services may contain features designed to interoperate with Non-TimeTonic.com Applications. To use such features, You may be required to obtain access to Non-TimeTonic.com Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-TimeTonic.com Applications. If the provider of a Non-TimeTonic.com Application ceases to make the Non-TimeTonic.com Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing those Service features without entitling You to any refund, credit, or other compensation.

## **Limited Warranty**

We warrant that (a) this Agreement and the service documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will

perform materially in accordance with the applicable Documentation, (d) subject to the Section on the Integration with Non-TimeTonic.com Applications), We will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in the Sections on Termination Refund or Payment upon Termination.

**Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

**Indemnification by You.** You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

**Exclusive Remedy.** This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section "Limited Warranty".

## **Disclaimer**



EXCEPT AS DESCRIBED IN THE LIMITED WARRANTY,

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF **THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD (EXCEPT IF THIS CONTENT IS REQUIRED TO OPERATE TIMETONIC).

TIMETONIC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE TIMETONIC SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND TIMETONIC WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### **Limitation of Liability**

EXCEPT AS DESCRIBED IN THE LIMITED WARRANTY,

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EACH PARTY, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE ACCESS TO AND USE OF THE SERVICE; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (IV) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (V) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TIMETONIC HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Certain Business Terms may provide slightly different rights to the parties thereto, but any such Business Terms do not change the rules applicable to Users covered by the foregoing.

The Service is controlled and operated from its facilities in France. TimeTonic makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the France.

## **TERM AND TERMINATION**

**Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

**Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**Refund or Payment upon Termination.** If this Agreement is terminated by You in accordance with Section above on Termination We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section above on Termination, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

## **Assignment**

Either we or you may assign this Agreement, together with all rights and obligations, only upon the prior written consent of the other Party, which shall not be unreasonably withheld.

## **General**

**Governing Law.** You agree that: (i) the Service shall be deemed solely based in France; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over TimeTonic, either specific or general, in jurisdictions other than France. This Agreement shall be governed by the internal substantive laws of France, without respect to its conflict of laws principles. Any claim or dispute between you and TimeTonic that arises in whole or in part

from the Service shall be decided exclusively by a court of competent jurisdiction located in PARIS, France.

1. Notification Procedures. TimeTonic may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by TimeTonic in our sole discretion. TimeTonic reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.
2. Entire Agreement/Severability. This Agreement, together with any other legal notices and agreements published by TimeTonic via the Service, shall constitute the entire agreement between you and TimeTonic concerning the Service (although the owner of the Network may also have agreed to be bound by the Business Terms). If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
3. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and TimeTonic's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

We always welcome your feedback. Please do not hesitate to contact us at [legal.ttc@timetonic.com](mailto:legal.ttc@timetonic.com) if you have any questions regarding this Agreement.