

**ARIONEО'S General Terms and
Conditions of Sale and Rental
(hereinafter « General Terms and
Conditions »)
Updated on May,4th**

ARIONEО, a simplified stock company, with a capital of 12 925, 15 euros, registered at the BLOIS (France) Trade and Companies Register, under the number 807 658 398, which has its headquarters located at La Grange Rouge in MONT-PRÈS-CHAMBORD (41250) (hereinafter "ARIONEО") runs the websites www.arioneo.com and www.equimetre.com (hereinafter the "Websites").

Article 1 – Definitions

Agreement: includes the herein General Terms and Conditions and the Quote accepted by the Client. Together, these documents form an indivisible contractual whole. Thus, the Client waives to invoke any contradictory document which could object to this Agreement. Such document would be unopposable to ARIONEО.

Box: means the connected goods sold to the Client for the services offered by ARIONEО. The Box allows the Client to measure the physiologic and sporting parameters of racehorses, such as the heart rate, the speed, the distance travelled and to follow the horse.

Client: means any physical person or persons or entity owning or training racing horses or veterinarian, who have placed one or several orders for ARIONEО's services via the Website.

Equestrian Data: means all information and sporting/physiologic data related to the racehorse collected via the Equipment, upon the Client's request and under his responsibility.

Equipment: means specific equipment that is compatible with the Services offered and developed by ARIONEО, including but not limited to the box.

Parties: jointly designates ARIONEО and the Client.

Personal Account: designates the account available to any Client in order to access the platform and services.

Personal Data: means all information related to the Client, as a physical person, provided by the Client when placing an order or subscribing to the Websites.

Platform: means the ARIONEО platform, accessible from the address www.equimetre.com from which the Clients can have access to all the Services.

Purchase Order: means the specific conditions indicated on the quotation.

Quotation: means the special conditions issued and transmitted by ARIONEО to the Client by any means and having the value of a contractual proposal. Once signed by

the Client, the quotation is binding on both the Client and ARIONEО.

Services: means the sale or rent of the Equipment (option expressed in the Quotation), the Subscription and more generally, all services provided by ARIONEО which the Clients can access online or via a mobile terminal for smartphones or tablets.

Subscription: means the chargeable package offered by ARIONEО in order to access the services to follow racehorses and their activities for a limited period of time. This package is renewable and is payable under the conditions provided on the quotation.

Article 2 – Object and current version of the General Terms and Conditions

2.1. The object of the General Terms and Conditions herein is (i) to define the conditions in which the Client can access the Website, the Platform and the Services, and (ii) to manage the relationships between ARIONEО and the Client.

2.2. ARIONEО is free to modify the General Terms and Conditions herein at any time and without prior notice, in order to adapt them to the legal, jurisprudential or technical changes or developments. ARIONEО will inform the Client by written means and the Client must accept the new General Terms and Conditions.

In any case, it is agreed that the fact of the Client to continue using the Platform and the Website after the notification of the modifications of the General Terms and Conditions shall be considered as an acceptance from the Client.

2.3. The last version published on the Websites and the Platform prevails.

2.4. The version applicable to the Order is the version which was into force on the day the Order was made.

The Client acknowledges and accepts that each new Order requires his/her acceptance of the General Terms and Conditions.

2.5. The Client declares that he/she has obtained all the information about the Services necessary to Order.

The Client acknowledges to be solely liable for the choice of the Services, the Subscription and their adequacy with his/her needs.

Article 3 – Personal Account and Order

The description of the Services, the Equipment and its functionality is at the Client's disposal on the Platform, which the Client accepts and acknowledges.

3.1 Creation of a Personal Account

In order to access the Services, the Client uses a Personal Account for which he must enter his surname, first name, email, telephone number, address and, where applicable, his unique France Galop identifier.

After receiving this information, ARIONEО will create the Client's Personal Account.

The Personal Data mentioned above are processed by ARIONEО as Personal Data in the application as per article 4 of these General Terms and Conditions.

The Client commits to communicate accurate, updated, lawful and correct information. Otherwise, the Client will be solely held responsible.

3.2 Placing and Order and Payment

Any order placed with ARIONEО will become firm and definitive upon the Client's electronic or handwritten signature of the Quotation sent by ARIONEО.

The price, terms of payment and commitment, where applicable, and the duration of the Services subscribed to ARIONEО by the Client shall be described in the Quotation. It is agreed that the delivery date of the Equipment is subject to the time period fixed by ARIONEО's shipper. ARIONEО cannot be held liable in this respect.

For the non-professional Clients or consumers, the delivery date is indicated for information purposes only.

The Parties agree that the price is in euros (€), net of taxes, and does not include delivery fees.

The applicable price to the Client is the price which was into force at a time when the Quotation was placed.

The Client acknowledges and accepts that the price and payment choices can be modified at any moment by ARIONEО.

If the option expressed in the Quotation implies a monthly payment, the sums will be due by the Client under the Contract on each monthly anniversary date of the conclusion of the Contract. If the option expressed in the Quotation implies an annual payment, it shall be invoiced on each annual anniversary date of the Contract.

Article 4 – Equestrian Data and Personal Data

4.1. If the Client is not the owner of the horse(s), he/she undertakes to obtain all the rights and authorizations required to collect the data related to the horses, in accordance with the terms and conditions described in the provisions herein. In no event ARIONEО shall be held responsible for such actions.

By accepting the General Terms and Conditions herein, the Client declares that he/she has obtained all the required rights and authorizations.

4.2. The Clients shall provide some Personal Data to access the Platform and to create a Personal Account.

The Personal Data of the Clients are automatically processed by ARIONEО for the purpose of management and administration of their accounts, as well as for the needs of statistic studies, research purposes, improvement of the Equipment,

customer relationship management and the implementation of commercial actions, the exercise of the Client's rights, and compliance with the legal and regulatory obligations of the parties.

Such processing is legally based on the existing (pre-)contractual relationship, consent, compliance with legal and regulatory obligations, or the existence of a legitimate interest of the Parties.

The processing of Personal Data mentioned above has been declared to the National Commission of Data Protection (the "CNIL").

Each Client has the right to access, modify, correct and delete the Data related to him/her. Upon request of the Client, the information related to the Client which are inaccurate, incomplete, equivocal or expired, can be corrected, completed, clarified, updated, or erased.

The Client's Personal Data will be erased when he/she expressly withdraws his/her consent to the collection and processing of his/her Personal Data.

In application of the right to portability, the Client can also retrieve his/her Personal Data for his/her private use or ask for the transfer of this Personal Data to a third party, if it is technically practicable.

Each Client has the right to refuse the processing of his/her personal data if there is a legitimate reason. The Clients can also give ARIONEО some directives about the destiny of his/her Personal Data in the event of Death (deletion, transmission to the designated heirs, etc.)

The Client can exercise these rights by proving his/her identity by email at the following address: contact@arioneo.com or by writing to ARIONEО at the following postal address: La Grange Rouge, 41250 Mont-Près-Chambord, France.

ARIONEО will carry out all the means at its disposal to process without delay the Clients' requests related to their Personal Data.

In the event of a security breach of the Website or in the event of any loss of Clients' Personal Data, ARIONEО will inform the Clients concerned by email in respect with the applicable legal provisions. ARIONEО commits to take all required measures to solve any security breach and ensure the security of the data without delay.

More generally, ARIONEО commits to comply with all legal obligations of data processing provided for data controllers, including legal obligations provided in the General Data Protection Regulation which came into force on May 25th, 2018. These obligations cover the security and confidentiality of the Clients' Personal Data.

For further information about this topic, the Clients can click on the following link: <https://www.cnil.fr/fr/comprendre-vos-droits>.

At the closure of a Client's Personal Account, for any reason whatsoever, the Personal Data related to this account (especially traffic data) will be erased or anonymized and used for statistical purposes only, subject to the mandatory legal provisions in the field of taxation or accounting. Nevertheless, the erasure and anonymization of certain categories of Data could be postponed for a maximum period of one (1) year in order to ensure the security of ARIONEО's installations and for research needs, establishing and judging infringements, and for the sole purpose to keep that information at the disposal of judiciary authorities.

Notwithstanding the above, ARIONEО can store the Client's Personal Data for three (3) years following the end of the commercial relationship, for commercial prospecting purposes. At the expiration of this period, the Personal Data will be erased by ARIONEО.

ARIONEО is likely to install cookies on the Platform. A cookie is an automatic tracing software which can store information regarding web browsing on the Platform and information entered during the use of the Platform. These cookies are used in order to facilitate the registration procedure and the use of the Platform by the Clients. The Client can reject the installation of cookies and/or delete the cookies by following the procedure provided by his browser.

In this respect, ARIONEО obtains the express consent of Clients for the use of these cookies, which are used in accordance with the legal and regulatory provisions in force.

ARIONEО uses cookies for the exclusive purpose of establishing connection statistics and historic browsing of the Clients.

4.3. At any moment during the performance of the Contract herein, the Client can access through the Platform, all Equestrian Data collected by the Equipment.

The Equestrian Data is collected with the consent of the Client (and the consent of the owner of the horse where relevant). The latter acknowledges and accepts that the Equestrian Data is collected and stored in accordance with the General Terms and Conditions herein. Under no circumstances shall the Client use the Equestrian Data for another purpose than the purpose described in the herein provisions.

The Equestrian Data collected constitutes a data base composed of elements regularly obtained by ARIONEО. ARIONEО is the sole rights holder to this data base. The Client acknowledges and accepts that ARIONEО can freely dispose of this data base.

The Equestrian Data is kept confidential and secured by ARIONEО, which will take all measures available within its power to do so.

The Client expressly accepts that ARIONEО may have access to the Equestrian Data and use this data for statistical purposes or in order to enhance the Services and the algorithms used by ARIONEО.

Under no circumstances shall ARIONEО use the Equestrian Data for any another purpose than the one described above.

4.4 If, after contacting us, you feel that your "Data Protection" rights have not been respected, you may submit a complaint to the CNIL, including online: (<https://www.cnil.fr/fr/plaintes>).

Article 5 – Security and maintenance of the Platform and the Equipment

5.1. ARIONEО does not provide any express or implicit warranty, especially but not limited to, warranties regarding continuity and sustainability of the Equipment and the Platform (hereinafter "the Tools"), regarding the performance, conformity or compatibility of the Tools with a specific use, and also the quality or the absence of defect or default of the Tools.

5.2. The Client acknowledges that his use of the Platform and the Equipment is made at his own risk.

The Platform and the Equipment are provided "as is" and are available without any availability or regularity guarantee.

Notwithstanding the above, if an Equipment is received by a Client with a failure due to a manufacturing defect, ARIONEО commits to replace the Equipment free of charge, the Client must notify this failure by email to ARIONEО immediately.

If the defect is discovered after a normal and reasonable use of the Equipment by the Client, i.e. in accordance with its intended purpose, ARIONEО undertakes to repair the defect in the case of a lease, and for a period of one year in the case of a sale as from the purchase of the Equipment.

On the other hand, if the malfunction of the Equipment results from a misuse by the Client, ARIONEО will not carry out any replacement or repair and the Client will have to make a new purchase in order to obtain a new operational Equipment.

ARIONEО will do its best efforts to make the Platform accessible twenty-four hours a day, seven days a week, except in the event of force majeure or an event beyond ARIONEО's control and subject to maintenance periods, possible breakdowns, technical contingencies linked to the nature of the network or malicious acts or any damage to ARIONEО's hardware or software.

An "Event of Force Majeure" refers to any event beyond the control of a Party that could not have been prevented by the best practices of the Parties and which results in a Party being unable to perform, or being

delayed in performing, all or part of its obligations under this Contract.

5.3. In any event ARIONEO shall be held responsible for an interruption of all or part of the Platform or the Equipment, whatever the cause, the duration or the frequency of this interruption.

5.4. ARIONEO is not responsible to the Client for any potential errors, omissions, interruptions or delays regarding the operations carried out via or by the Platform, resulting from an access to the Platform or a non-authorized use of the Services.

5.5. ARIONEO shall not be held responsible for any theft, non-authorized destruction, extraction or reuse of the Client's Data, resulting from a non-authorized access to the Platform.

Article 6 – Responsibility

Under no circumstances shall ARIONEO be held responsible for direct or indirect damages caused to the Client or its horses which may occur due to or during the performance of the Contract and its consequences.

In any case, the Parties agree that in the event of a damage caused to the Client and/or the horses for any reason whatsoever, ARIONEO's responsibility will be limited to and will not exceed in no case the total amount of the sums free of taxes paid to ARIONEO under the provisions herein.

Under no circumstances shall ARIONEO be held responsible, especially but not limited to the following cases:

- Unexpected, improper, non-compliant or forbidden use of the Services as provided by the provisions herein and the documents given by ARIONEO and/or available on the Platform;
- Use of all or part of the Services despite a recommendation from ARIONEO to suspend this use because of, but not limited to, technical deficiency;
- Loss of Data after ARIONEO's intervention or a third party's intervention, and if the Client has not taken the precaution to safeguard the Data before the intervention;
- Occurrence of any damage resulting from a fault or a negligence of the Client.

The Equipment will be delivered at the postal address indicated by the Client when placing the order or at a collection point. If the postal address provided by the Client is incorrect or inaccessible, ARIONEO may not be able to deliver the Equipment and shall not be held responsible, in any way, for the absence of delivery.

Depending on the option expressed in the Quotation, the Client will have the opportunity to purchase or to rent the Equipment from ARIONEO.

6.1. Responsibility of the Client in the context of a sale of the Equipment

Until complete payment is received from the Client (in the case of late payment for example), the Equipment remains ARIONEO's property. Therefore, if a Client has not paid in full and final settlement the purchase of the Equipment, ARIONEO will be within its rights to reclaim the property of the Equipment from the Client and to take all steps and judicial actions necessary to ensure this right.

For professional Clients, the transfer of risk and responsibility will occur from the moment the Equipment is taken over by the courier or transporter mandated by ARIONEO. During the shipment, the Equipment is under the risks and responsibility of the professional Client, which the Client expressly acknowledge and accept. In the event of any damage during the delivery of the Equipment, the professional Clients will solve this problem directly with the transporter, since ARIONEO shall not be responsible for the transportation.

6.2. Responsibility of the Client in the context of a rental of the Equipment

Some Equipment can be offered for rental by ARIONEO. If this option is expressed in the Quotation, ownership is not transferred to the Client. They may therefore not be assigned, subleased, transformed, pledged, transferred or loaned in any form whatsoever by the Client to whom it is forbidden to dispose of the Equipment outside the use of the Service.

When using the Equipment, the Client must comply with the advice and conditions of use provided by ARIONEO. He/she must ensure that the Equipment is in very good working and maintenance condition throughout its use.

Any depreciation due to unsuitable or inappropriate use engages the responsibility of the Client, who is then required to compensate ARIONEO for any loss of value and consequential loss of profit. The Client undertakes to notify ARIONEO in writing as soon as any deterioration, damage, destruction or malfunction of the Equipment occurs.

The Agreement shall only be terminated once the Client has returned the complete Equipment (including accessories) in very good working order by post to ARIONEO. Any return costs shall be borne by the Client. If the Equipment is not returned to ARIONEO, the Contract will still be effective. In other words, the Subscription will not terminate until ARIONEO has received the complete Equipment.

Article 7 – Intellectual Property

7.1. ARIONEO guarantees to own all intellectual property rights required to conclude the Agreement herein. Thus, ARIONEO guarantees that the Equipment provided in accordance with the Agreement do not infringe any third parties' rights.

However, ARIONEO does not guarantee the result of the Services. ARIONEO is bound only within the limits of an obligation of means.

7.2. The Platform was specifically created and designed by ARIONEO to provide the Services. The Equestrian Data is collected by the Box and transferred to the Platform. Thus, ARIONEO is considered as the producer of the data base which contains Equestrian Data. As such, ARIONEO is entitled to authorize any third party of its choice to use all or part of this data base, within the limits of its own rights.

7.3. The trademark "ARIONEO", its derivatives, logos, graphic charter, layout, information, presentation or content of the Platform and the Website are the exclusive property of ARIONEO, it is understood that this list is not exhaustive.

Systems, software, structures, infrastructures, data bases and contents of any nature (text, images, visuals, music, logos, data bases, etc.) which are utilised by ARIONEO via the Platform, the Equipment and the Website are also protected by all intellectual property law and by the rights of data base producers which are in force. Any disassembling, decompilation, decryption, extraction, reuse, copy and more generally, any act of reproduction, representation, broadcasting and use of any or all or parts of these elements without ARIONEO's authorization is strictly forbidden and will constitute the basis for legal action.

Any reproduction or representation of all or part of the Equipment, the Platform and of the Website or their any elements thereof, such as trademarks, logos, graphic charter, layout, information, presentation, content of the Platform and the Website, are strictly forbidden, it being understood that this list is not exhaustive.

The Client undertakes not to use the Equipment for purposes other than those provided for herein, meaning not to open the Box or make any other damage to the Equipment in order to extract information on the Equipment protected by the provisions of the French Intellectual Property Code.

The subscription on the Platform does not create any transfer or intellectual property rights to the Client.

Article 8 – Non-waiver - Entirety

Any forbearance or failure by ARIONEO to enforce a legal or contractual provision to which the Client is subject shall not be considered as a waiver to invoke this fault or this deficiency against the Client.

Any forbearance or failure by ARIONEO to enforce one of the herein provisions of the General Terms and Conditions shall not be considered as a waiver to invoke the provision in question.

Article 9 – Termination

The failure by the Client to respect his obligations of payment will entail the immediate suspension of the Services and the execution of the resolution clause after the sending of a written formal notice. The Service suspension will be invoked 8 (eight) days from receipt of the formal notice.

A partial payment does not interrupt the legal effect of the resolution clause.

The execution of the resolution clause entails the immediate payment of all the due sums and of all the sums that remain to be paid for the entire terms of this agreement. These sums are considered as damages. Unless in the event of a fault exclusively attributable to ARIONEO, all the sums already paid will remain the irrevocable property of ARIONEO.

In the event of any contractual failure from a Party, the other Party reserves the right to terminate this contract at any moment, without prejudice to any damages that might be asked to the defaulting Party.

In the absence of remediation of the contractual fault, the contractual relationships between the Parties may be terminated fifteen (15) days after sending a letter of notice to the defaulting Party, which is the right of the non-defaulting Party.

However, the Client can decide, at any point, not to tacitly renew his Subscription. In this case, the Client shall inform ARIONEO directly via the Platform, by deactivating the Subscription or by requesting ARIONEO to terminate his Subscription. The Subscription can be reactivated at any point upon request from the Client. The suspension or termination of the Subscription can occur at any time prior to the last day of the current month and will take effect immediately.

In the case of a subscription with commitment, if the Client cancels before the end of the minimum commitment period defined in the Quotation, he will be liable for the subscription fees remaining until the end of this period, except in the case of cancellation for legitimate reasons.

Article 10 – Mediation

In the event of a dispute relating to the Order, the Client shall address by email (contact@arioneo.com) first and foremost to ARIONEO in order to find a mutually agreeable solution.

Article 11 – End of the General Terms and Conditions

At the completion of the Contract, for any cause whatsoever, the Client will not have access to the Platform, nor the Data contained on the Platform.

Article 12 – Independence of the Parties

ARIONEO and the Client are independent parties. Each of them acts on their behalf and for themselves.

The General Terms and Conditions herein do not create any subordination link,

mandate, joint-venture company, joint enterprise, employer/employee relationship, or franchisor/franchisee relationship between ARIONEO and any Client.

Article 13 – Applicable law and attribution of jurisdiction

13.1 The General Terms and Conditions herein shall be governed by French law.

13.2 Any dispute between ARIONEO and a Client related, but not limited to, to the formation, execution, interpretation, validity, termination or resolution of the General Terms and Conditions herein, including protective measures, emergency procedure, in the event of summary procedure, guarantee call, request or plurality of defendants, will be submitted to the jurisdictions of Paris.

It is stipulated that the period of time for legal action is not interrupted during the time a mutually agreeable solution is being sought or mediation being solicited.

Date :	Client's signature
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