

These General Conditions of Sale determine the rules to which are subject the sale of subscriptions to publications offered by SAS Frequences, under the *Satellifacts* brand (formerly *Satellifax*) or other, the sale of studies and more generally any products made by SAS Frequencies.

The term "SELLER" designates SAS Frequences and the term "SUBSCRIBER" designates the company, the administration, the person or in general any entity which takes one or more subscriptions to our publications, or acquires a study or other products marketed by SAS Frequencies.

1 • Imperative stipulation

Our sales and their execution are subject to the following conditions which our customers formally and unreservedly accept. Any stipulation to the contrary coming from our clients or their representatives appearing on a letter or on any other document whatsoever from our clients, whatever the date, cannot be opposed to us for any reason whatsoever and our clients formally waive take advantage of it.

2 • Price and validity of the offer

2-1 Our prices are always indicated excluding taxes. If invoicing place is France, they will be increased by all taxes in force in France and to be applied at the time of invoicing. The products are supplied at the price in force on the day of the order. The prices of our tariff and those indicated on the website may be modified at any time, the new conditions being applicable for new subscriptions or subscription renewals.

2-2 Our offers can be modified before any acceptance by our customers. The order binds Frequences only after having been expressly accepted by Frequencies.

3 • Subscription

Any subscription to our services takes effect upon acceptance by our customers, which can take any form: sending an order form, sending an email, non-termination of the subscription at its expiry, payment of the invoice, etc Any subscription implies formal and unreserved acceptance of our General Conditions of Sale, as stipulated in paragraph 1. With regard to subscriptions, it is possible to subscribe at any time of the year and to choose the period of subscription. The SUBSCRIBER can also take out a retroactive subscription.

4 • End of Subscription

The SUBSCRIBER can only terminate his subscription by sending a registered letter with acknowledgment of receipt no later than one month before the end of his current subscription. The date of the presentation of the letter is authentic. Any subscription not denounced will be considered renewed and will be invoiced. A subscription can only be stopped on its expiry date.

5 • Tacitus Renewal

Any subscription not denounced by registered letter with acknowledgment of receipt at the latest one month before the end of the subscription is tacitly renewed for the same period. The same will apply for any renewal.

6 • Obligations of the Subscriber

6-1 Technical Obligations: The SUBSCRIBER undertakes to provide the technical information, e-mail address, complete postal address and any other information allowing the smooth running of the service. In the case of taking out a subscription to one of the SELLER's electronic publications, he may be asked to install on the computer used to receive this subscription the security program provided by the SELLER intended to verify their subscription rights. If this installation is not carried out by the SUBSCRIBER, the SELLER cannot be held responsible for the possible inability to read its content by the SUBSCRIBER. In the event of a change of address, the SUBSCRIBER must inform the SELLER.

6-2 Notification of anomaly/Dispute: In the event of non-receipt of the publications or other anomaly, the SUBSCRIBER undertakes to report it within 48 hours to the SELLER. If the problem persists, the SUBSCRIBER undertakes to send the SELLER within 10 days a registered letter with acknowledgment of receipt to inform him of the anomaly.

6-3 Administrative Obligations: The SUBSCRIBER undertakes to provide information related to invoicing such as order numbers, invoicing address, reference numbers to be mentioned on the invoice, etc.

6-4 Obligations related to Redistribution and Reproduction: The SUBSCRIBER agrees not to redistribute or reproduce the SELLER's publications without formal written authorization from the latter, and this internally or externally, including, in particular, social networks. With the exception of the printing of a single copy of unit articles, and unit articles only, which can only circulate physically within the same department in the company or administrative entity that subscribes to it, the SUBSCRIBER has no right of reproduction, in any form whatsoever (multiple printing, photocopy, scanner, digital copy, return by any form whatsoever). According to articles L335-2, L335-3 and L335-4 of the French Intellectual Property Code, any representation or reproduction in whole or in part made without the consent of the author is unlawful. Counterfeiting in France of works published in France or abroad is punishable by three years' imprisonment and a fine of €300,000. The sharing of access codes to our publications is strictly prohibited and assimilated to counterfeiting.

As an exception to this ban on redistribution and reproduction, the use of our content as part of an internal or external press panorama is authorized, but must imperatively be the subject of a prior agreement with the CFC (French Copy Center).

All personnel dependent on the SUBSCRIBER undertake, like the SUBSCRIBER, to respect the Intellectual Property Code, therefore refraining, without the prior authorization of the SELLER in writing, from reproducing or redistributing any article which may have been sent as part of his subscription. Violation of these provisions subjects the offender and his hierarchy to the penalties provided for by law.

7 • Terms of payment

7-1 Press subscriptions are traditionally payable in advance. By way of derogation, our invoices are payable upon receipt by check, bank transfer or credit card. Any other deadline and method of payment must be accepted by the SELLER.

7-2 The SELLER may be required to modify the methods of transmission and reception of its publications, and in particular to request an update of the security program used to identify the SUBSCRIBER and which it provides to the latter for installation on the computer authorized to receive its publications. If this update is not carried out, the SELLER cannot be held responsible for the SUBSCRIBER's possible inability to read its content and the contract will continue to run normally.

8 • Payments

8-1 In case of doubt on the solvency of the customer and whatever the terms of payment and deadlines previously granted, the SELLER reserves the right to request a deposit or full payment with the order.

8-2 Penalty for late payment: any late payment will result in a penalty equal to the latest ECB refinancing rate, plus 10 points, calculated pro rata temporis on the sums remaining due. The rate used cannot be less than three times the legal interest rate (art. L441-6 of the French Commercial Code).

8-3 In the event of non-payment of an invoice fifteen days following receipt, the SELLER reserves the right to suspend current subscriptions. This suspension does not release the SUBSCRIBER from his obligations related to the SELLER and does not cancel either the invoice or the order. Subscriptions will resume after payment of the invoice and this will not extend the originally scheduled subscription period.

8-4 Penalty clause: failure to pay on the due date will result, after formal notice by registered letter with AR, which has remained in vain, in the payment, as damages, of compensation equal to 15% of the sums due. We reserve the right to suspend all unexecuted orders, or even to terminate them, within twenty-four hours of receipt of a registered letter, the partial payments received remaining definitively acquired by us.

8-5 Clause of forfeiture of term: any delay in payment entails for the SELLER the immediate payment of all sums owed by the SUBSCRIBER. We will be able to decide from this moment on the suspension of other commitments for all current contracts.

8-6 Complaint on invoice: no complaint is taken into account after the period of fifteen days from the day of receipt. It must be made in writing.

9 • Force majeure

The SELLER will not be held responsible for the non-performance of its obligations hereunder and will not be liable in the event that the breaches and/or damages result from a case of force majeure or an external cause. Without this list being exhaustive, these cases include, among others, bad weather, any natural disaster or not, total or partial strikes, a conflict or a social movement, hindering the smooth running of our company or that of our suppliers, under-contractors or transporters, as well as the interruption of transport, the supply of energy, raw materials or spare parts, etc.

10 • Liability:

10-1: The SELLER implements the means to verify as far as possible the accuracy of the information contained in its publications, according to the usual practices of the journalist profession.

10-2: The SELLER can in no way be held responsible for the way in which the information contained in its publications could be interpreted, commented on, adapted or summarized by the SUBSCRIBER. The SUBSCRIBER is solely responsible for the decisions he makes and their consequences. The SELLER will in no case take responsibility for compensation for damages of any kind whatsoever.

10-3: The SELLER cannot be held responsible for the non-receipt of publications for reasons beyond his control. Without this list being exhaustive, these cases include, among other things, technical problems that the SUBSCRIBER may encounter, a change of postal or e-mail address not reported, etc.

11 • Reuse of content

Any reuse of the content of our publications in a professional context (press overviews, distribution of occasional copies, production of documentary copies, etc.) must be the subject of a request for prior authorization from the CFC, Centre français de la copie, <https://www.cfcopies.com/>

12 • Application

If a competent arbitration or judicial tribunal considers one of the terms of these conditions to be invalid, this invalidity will not affect the validity of the other terms of these conditions.

13 • Jurisdiction

Any dispute or dispute arising from these conditions (execution of order, delivery, payment, warranty, interpretation. Etc.) will, in the absence of an amicable agreement, fall within the exclusive jurisdiction of the Commercial Court of Paris.

14 • Personal data

We store personal data:

- That is 3 years from the end of the contractual relationship then 15 years in definitive archiving on a separate medium.
- That is 3 years from their collection by the data controller or the last contact from the prospect.

Your data is processed for the purposes of management, traceability of services and services ordered by the user.

Frequencies does not market your data which is therefore only used out of necessity or for statistical and analysis purposes.

For any request to access, rectify or delete your data, please contact our DPO, Wirsztel Joël:

Or by post to the following address:

Frequencies, 9 rue Charlot, 75003 Paris.

Either by email: office@satellifacts.com.