

GENERAL TERMS AND CONDITIONS OF SALE OF BIOTELLYTICS FOR THE BIOTECHRADAR.EU WEBSITE – ONLY FOR NON- PROFESSIONAL CUSTOMERS (RETAIL)

1 - Scope

These General Terms and Conditions of Sale (referred to as the “Terms and Conditions”, or “GTCS”) apply, without restriction or reservation, to any purchase of the following Services, or any of the following Service Offerings:

- Subscription to the «basic formula», on **biotechradar.eu**, data service on biotechnology companies listed in Europe, and sectorial analyses

as proposed by the Service Provider to non-professional customers ("Customers or the Customer", see Article "2 - Definitions") on the **biotechradar.eu** website accessible at <https://biotechradar.eu> or www.biotechradar.eu, on any medium, and in all its variations.

The main characteristics of the Services or Service Offerings (see Article "2 - Definitions") are presented on the website <https://biotechradar.eu> ("the Site", see Article "2 - Definitions").

The Customer is required to read them before any order is placed. The choice and purchase of Services, or of one or more Service Offerings, is the sole responsibility of the Customer.

These Terms and Conditions are accessible at any time on the **biotechradar.eu** website and will prevail over any other document.

The Customer declares that he has read these Terms and Conditions and have accepted them without reservation by ticking the box provided for this purpose before the implementation of the online ordering procedure of the **biotechradar.eu**.

Unless otherwise proven, the data recorded in the Service Provider's IT system shall constitute proof of all transactions concluded with the Customer.

The Service Provider's contact information is as follows:

BIOTELLYTICS, SASU

Company with share capital of 15000 euros

Registered with the Lyon RCS, under number 841 819 923

22 Avenue des Frères Lumière

69008 LYON, France

mail : contact@biotechradar.eu

Customs duties or other local taxes or import duties or state taxes may be payable. They will be charged to and are the sole responsibility of the Customer.

2 - Definitions

In these General Terms and Conditions of Sale, words or expressions beginning with a capital letter shall have the following meaning:

Service provider: as defined in article "1 - Scope"

Site: refers to the **biotechradar.eu** website accessible at <https://biotechradar.eu> or any other version of usual address (www.biotechradar.eu, etc.) -except computer piracy-, which the Service Provider owns and publishes, and on which the paid Services or paid Service Offerings are available

Service(s): means all the services offered by the Service Provider, as detailed on the Site, of which it is the owner and publisher

Service Offering: means a predefined set of Services available to Subscribers in the form of a package, corresponding to a selection of several functionalities on the Site, and the description of which is available on the Site (for example: "basic formula" available by Subscription)

Customer (retail): means any natural person of legal age (over 18 years) who subscribes to paid Services, or paid Service Offerings on the Service Provider's Website, as a non-professional

Subscriber: means a Customer who has subscribed to a Subscription for Services, or Service Offering, and whose order has been validated

User Account: means the account linked to the user's name of the Customer or Subscriber on the Site, and by extension, the personal space of the Customer or Subscriber, allowing him to access, after authentication secured by password, the Services or Service Offerings, its personal information, as well as the information of its Subscription, including in particular information on the renewal deadline of its paid Subscription

Subscription: means a flat fee subscription for access to Services, or a Service Offering, for a predefined period. The Subscription to Services, or a Service Offering, is tacitly renewed, with a frequency indicated in the description of the Services, or of the Service Offerings (for example, monthly frequency subscription in the case of the «basic formula»).

General Terms and Conditions of Sale, or GTCS: refers to this document for non-professional customers and its possible annexes

General Conditions and Conditions of Use, or GTCU: means the document detailing the terms and conditions of use and its possible annexes, accessible on the Service Provider's Website

3 - Prices

The Services are provided at the rates in force listed on the Site, when the order is registered by the Service Provider.

Prices are expressed in Euros, excluding VAT and all taxes included (including VAT).

The prices take into account any discounts granted by the Service Provider on the Site.

These prices are firm and cannot be revised during their validity period, but the Service Provider reserves the right, outside the period of validity, to change the prices at any time.

The prices do not include the processing, shipping, transportation and delivery costs, which are charged in addition, under the conditions indicated on the site and calculated prior to placing the order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is issued by the Service Provider and delivered to the Customer upon provision of the ordered Services.

4 - Orders

It is up to the Customer to select the Services, or the Service Offering he wishes to order on the Site, according to the following methods:

The Customer selects the Subscription to the Service Offering to which he wants to subscribe on the homepage of the Site, and clicks on the «Subscribe» button. The Customer is then redirected to a page dedicated to the subscription of the Service Offering previously selected. This page may possibly be protected by a password to be requested beforehand from the Service Provider (for example at the contact address: contact@biotechradar.eu), particularly during the test phase of the commercial launch of the Site. The Customer then fills out a registration form, providing the information related to the creation of his User Account, then his personal information including his contact information, as well as his information for the payment of the Subscription to the Service Offering. He must confirm that he is 18 years old or older, that he waives his right of withdrawal (see Article "7 - Right of Withdrawal"), and that he accepts these General Terms and Conditions of Sale (GTCS) and General Terms and Conditions of Use (GTCU). Following the validation of his Subscription to the Service Offering (creation of a User Account and validation of payment), he will receive by email instructions to choose the password associated with his User Account. The Customer will then become a Subscriber and may modify his personal information (only those subject to change), or he will have the possibility to unsubscribe (cancellation of his Subscription), or to permanently delete his User Account (which will also result in the cancellation his Subscription), by visiting the page dedicated to the management of his User Account.

The sale will only be considered valid after full payment of the price. It is the Customer's responsibility to verify the accuracy of the order and immediately report any errors.

Any order placed on the Site constitutes the formation of a contract concluded remotely between the Customer and the Service Provider.

The Service Provider reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over the payment of a previous order.

Placing an order on the Site implies the conclusion of a contract of a minimum duration of one (1) month renewable for the same duration by tacit renewal.

Under the terms of Article L215 -1 of the French Consumer Law, reproduced below:

For contracts for the provision of services concluded for a fixed term with a tacit renewal clause, the professional providing the services shall inform the consumer in writing, by registered letter or dedicated e-mail, no earlier than three months and no later than one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the contract which it has concluded with a tacit renewal clause. This information, issued in clear and understandable terms, shall mention, in an apparent box, the deadline for non-renewal.

Where this information has not been sent to him in accordance with the provisions of the first subparagraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial fixed-term contract, shall in this case be repaid within 30 days from the date of termination, less the sums corresponding, until that date, to the performance of the contract. The provisions of this Article shall apply without prejudice to those which by law subject certain contracts to special rules as regards consumer information. »

Article L241-3 of the French Consumer Law sanctions the professional who would not have proceeded to the refunds under the conditions envisaged in the Article L215-1 of the French Consumer Law.

5 - Terms of payment

The price is paid by secure payment, according to the following methods:

- payment by credit card

The price is payable according to the following terms and schedule:

The payment of the Subscription for the first month, counted from the Subscription date, is debited immediately. The payment for the subsequent monthly periods is debited automatically at the beginning of the next monthly period, which is always counted from the Subscription start date, and not on a calendar basis. The Subscription is automatically renewed by tacit agreement, until the Customer, in this case the Subscriber, terminates it, or until the publisher of the Site, Biotellytics, terminates the Services or the Service Offering, or terminate the Subscription of the Customer -in this case the Subscriber- for a use other than that authorized by the General Terms and Conditions of Sale and General Terms and Conditions of Use. The Subscriber may terminate its Subscription to the Services or its Service Offerings at any time, but each month started remains due in full. It should be noted that, according to Article L221-28 of the French Consumer Law, the Customer expressly waives its right of withdrawal when subscribing to its Subscription, in accordance with 13°, in the event of "Provision of digital content without material support, the execution of which began before the end of the withdrawal period".

In the event of late payment and payment of amounts due by the Customer or Subscriber beyond the deadlines set forth above, and after the payment date appearing on the invoice sent to the Customer or Subscriber, late payment penalties calculated at the legal rate applicable to the amount including VAT of the purchase price appearing on the said invoice will be automatically and automatically acquired by the Service Provider, without any formality or prior notice.

Late payment shall result in the immediate payment of all sums due by the Customer or Subscriber, without prejudice to any other action that the Service Provider may be entitled to take against the Customer or Subscriber.

In addition, the Service Provider reserves the right, in the event of non-compliance with the above payment terms, to suspend or cancel the provision of the Services or Service Offering ordered by the Customer or Subscriber.

In the event that the Service Provider decides to terminate certain Services, one or more Service Offerings, executed under contracts for an indefinite period of time (e.g. under a Subscription), the Service Provider shall notify the Customers or Subscribers one (1) months prior to the termination of such Services or Service Offerings.

The payment data are exchanged in encrypted mode thanks to the protocol defined by the authorized payment provider involved in the banking transactions carried out on the Site. The payment provider is the company Stripe, Inc. (website: <https://stripe.com/>), a global payment platform.

Payments made by the Customer or Subscriber shall be considered final only after the Service Provider has effectively collected the amounts due.

The Service Provider shall not be obligated to provide the Services or Service Offerings ordered by the Customer or Subscriber if the Customer or Subscriber does not pay the Service Provider the full price under the conditions as set forth above.

6 - Provision of Services

The business intelligence Services offered by the Service Provider are described in more details on the Site.

They mainly consist of the publication of information and data on public biotechnology companies, in order to assist the Clients or Subscribers, potentially with investment decisions. The data and analyses published on the Site also provide an overview on the ecosystem of the public companies listed in Europe from the biotechnology sector, as well as its evolution. The Site does not provide investment advices (see Article “9 - Responsibility of the Service Provider” of these Terms and Conditions).

The Services or Service Offerings ordered by the Customer or future Subscriber will be provided according to the following terms:

- Subscription to the «basic formula», on **biotechradar.eu**, data service on biotechnology companies listed in Europe, and sectorial analyses

The said Services or Service Offerings will be provided within minutes after the completion of the technical processes of creating a of User Account on the Site and the processing of the Customer's payment, and this as of the definitive validation of the Customer's order, under the conditions provided for in these Terms and Conditions, to the address indicated by the Customer at the time of order on the Site.

The Service Provider undertakes to use its best efforts to provide the Services or Service Offerings ordered by the Customer or Subscriber, within the framework of an obligation of means and within the deadlines specified above.

If the Services or Service Offerings ordered have not been provided within seventy-two (72) hours after the indicative date of provision, for any reason other than force majeure or the fact of the Customer or Subscriber, the sale of the Services or Service Offerings may be terminated at the written request of the Customer or Subscriber under the conditions provided for in Articles L216-6, L216-7, L224-25-11 and L241-4 of the French Consumer Law. The sums paid by the Customer or Subscriber will then be returned to him at the latest within fourteen (14) days following the date of termination of the contract, to the exclusion of any compensation or deduction.

In the event of a specific request from the Customer or Subscriber concerning the terms of provision of the Services or the Service Offerings, duly accepted in writing by the Service Provider, the costs related thereto shall be subject to a subsequent specific additional invoice.

In the absence of reservations or complaints expressly made by the Customer or Subscriber upon receipt of the Services or Service Offerings, the latter shall be deemed to be in conformity with the order in quantity and quality.

The Customer or Subscriber shall have a period of fifteen (15) days from the provision of the Services or Service Offerings to make any claims. For any complaint, please contact contact@biotechradar.eu, with all relevant documents to be provided to the Service Provider.

No claim will be validly accepted in the event of non-compliance with these formalities and deadlines by the Customer or Subscriber.

The Service Provider shall promptly refund or rectify, at its own expense, the Services or Service Offerings that the Customer or Subscriber has proven to be defective.

7 - **Right of withdrawal**

Given the nature and performance of the Services provided to the Customer or Subscriber, and pursuant to Article L221-28 of the French Consumer Law, 13° of this Article, in the case of "Provision of digital content without material support, the execution of which began before the end of the withdrawal period", orders placed by the Customer do not benefit from the right of withdrawal.

The contract is therefore definitively concluded as soon as the Customer places the order in accordance to these Terms and Conditions. The Subscriber can always terminate his Subscription, as soon as he has access to the Site, which will put an end to his access rights to the Services subscribed to at the end of the initial period of the Subscription (for example: at the end of one month from the order with the «basic formula» subscription).

8 - **Guarantees**

The Service Provider guarantees, in accordance with the legal provisions and without additional payment, the Customer, against any defect of conformity or hidden defect, resulting from a defect of design or realization of the ordered Services under the conditions of Articles L217-1 et seq. ("Obligations of conformity to the contract") of the French Consumer Law as well as L224-25-12 et seq. ("Legal guarantee of conformity for digital content and services") of that same French Consumer Law, and Articles 1641 et seq. ("On the guarantee of defects of the thing sold") of the French Civil Code and according to the following modalities:

- **Provisions relating to legal guarantees: "Obligations of conformity with the contract"**

In particular, the Service Provider shall comply with the following obligations:

- Article L217-3 of the French Consumer Law

The seller shall deliver a good in accordance with the contract and the criteria set forth in Article L. 217-5.

He shall be liable for any defect in conformity existing at the time of delivery of the good in the sense of the Article L. 216-1, which appear within two years of the delivery thereof.

In the case of a contract of sale of an asset with digital elements:

1) Where the contract provides for the continuous provision of digital content or a digital service for a period of two years or less, or where the contract does not specify the period of provision, the seller is liable for any lack of conformity of the digital content or digital service that appears within two years of the delivery of the goods;

2) Where the contract provides for the continuous provision of digital content or a digital service for a period exceeding two years, the seller shall be liable for any lack of conformity of such digital content or digital service that occurs during the period in which it is provided under the contract.

[...]

This warranty period applies without prejudice to Articles 2224 et seq. of the French Civil Code. The starting point of the limitation period for the consumer's action is the day on which the consumer becomes aware of the lack of conformity."

A property is compliant, in particular according to the following texts:

- Article L217-4 of the French Consumer Law

The seller delivers a good in conformity with the contract and is liable for any defects in conformity existing at the time of delivery.

He shall also be liable for any lack of conformity resulting from the packaging, assembly instructions or installation where the latter has been put at his expense by the contract or has been carried out under his responsibility."

- Article L217-5 of the French Consumer Law

"The property conforms to the contract:

1) If it is suitable for the normally intended use of a similar good and, if applicable:

- it corresponds to the description given by the seller and has the qualities which the seller has presented to the buyer in the form of a sample or model;

- it has the qualities that a purchaser may legitimately expect, having regard to the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2) Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter."

The limitation of non-compliance applies in particular in accordance with the following texts:

- Article L217-12 of the French Consumer Law

"The action resulting from the lack of conformity is prescribed by two years as from the delivery of the good."

- Article L217-07 of the French Consumer Law

"Defects of conformity appearing within twenty-four months of the delivery of the goods, including goods containing numerical elements, shall, in the absence of proof the contrary, be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or of the defect being claimed. [...]

Where the contract for the sale of goods containing digital elements provides for the continuous provision of digital content or a digital service, any following lack of conformity shall be presumed to be present at the time the good is issued:

1) During a period of two years from the delivery of the good, when the contract provides for such supply or provision for a period of two years or less, or when the contract does not determine the period of supply or provision;

2) During the period in which the digital content or digital service is provided under the contract, where the contract provides for such provision for a period of more than two years."

The implementation of the legal guarantee of conformity (general framework) is governed in particular by the following texts:

- Article L217-8 of the French Consumer Law

"In the event of a lack of conformity, the consumer has the right to have the goods repaired or replaced, failing that, to have the price reduced or the contract rescinded, under the conditions set forth in this subsection.

The consumer shall also have the right to suspend payment of all or part of the price or the delivery of the benefit provided for in the contract until the seller has fulfilled his obligations under this Chapter, under the conditions of Articles 1219 and 1220 of the Civil Code.

The provisions of this chapter are without prejudice to the award of damages."

- Article L217-9 of the French Consumer Law

[...] The consumer shall request the seller to bring the goods into conformity, choosing between repair and replacement. To this end, the consumer shall make the good available to the seller."

- Article L217-10 of the French Consumer Law

The good shall be brought into conformity within a reasonable period of time, which may not exceed thirty days following the consumer's request and without any major inconvenience to the consumer, taking into account the nature of the goods and the use sought by the consumer.

The repair or replacement of the non-conforming good includes, if applicable, the removal and return of that good and the installation of the repaired or replacement good by the seller.

A Decree specifies how the good will be brought into conformity."

- Article L217-11 of the French Consumer Law

"The good is brought into conformity at no cost to the consumer.

The consumer is not required to pay for the normal use of the replaced good made during the period prior to its replacement."

However, the Service Provider has certain conditions (general framework):

- Article L217-12 of the French Consumer Law

The seller may not proceed according to the choice made by the consumer if the requested compliance is impossible or would involve disproportionate costs with regard to, in particular:

- 1) the value that the goods would have if there were no lack of conformity;
- 2) the extent of the lack of conformity; and
- 3) the possibility of opting for the other choice without major inconvenience to the consumer.

The seller may refuse to bring the good into conformity if it is impossible or would involve disproportionate costs, particularly with regard to 1° and 2°.

When these conditions are not respected with, the consumer can, after formal notice, pursue the forced execution in kind of the solution initially requested, in accordance with Articles 1221 et seq. of the French Civil Code.

Any refusal by the seller to proceed according to the consumer's choice or to bring the goods into conformity shall be motivated in writing or on a durable medium."

- **Provisions on legal guarantees: "Legal guarantee of conformity for digital content and digital services"**

The Services and Subscriptions to the Provider's Service Offerings are governed in particular by the following texts:

- Article L224-25-12 of the French Consumer Law

The professional shall provide digital content or a digital service in accordance with the contract and the criteria set out in article L. 224-25-14.

Where the contract provides for a one-off provision of digital content or digital service, or a series of separate provision operations, the professional shall be liable for any lack of conformity existing at the time of provision and which becomes apparent within two years of provision.

Where the contract provides that the digital content or service is provided on a continuous basis, the professional shall be liable for any lack of conformity that appears during the period in which it is provided under the contract. [...]

This warranty period applies without prejudice to Articles 2224 et seq. of the French Civil Code. The starting point of the limitation period for the consumer's action is the day on which the consumer becomes aware of the lack of conformity."

The conformity of digital content, as defined in Articles L224-25-1 et seq., and applicable to the Services and Service Offerings of the Service Provider, is notably established by the following conditions:

- Article L224-25-12 of the French Consumer Law

"The professional shall also be liable, within the same time limit, for any lack of conformity resulting from the incorrect integration of the digital content or service in the consumer's digital environment where this has been done by the professional or under his responsibility, or where the incorrect integration done by the consumer results from shortcomings in the instructions provided by the professional."

- Article L224-25-13 of the French Consumer Law

"The digital content or digital service shall comply with the contract if it meets, among other things, as applicable, the following criteria:

- 1. It corresponds to the description, type, quantity and quality, particularly including functionality, compatibility, interoperability, or any other characteristic provided for in the contract;*
- 2. It is fit for any special purpose sought by the consumer, brought to the attention of the professional at no later than the time of the conclusion of the contract and accepted by the latter;*
- 3) It is supplied with all accessories, including packaging, installation instructions and customer support, to be provided in accordance with the contract;*
- 4) It is updated in accordance with the contract."*

- Article L224-25-14 of the French Consumer Law

"I.-In addition to conformity criteria set forth in the contract, the digital content or digital service is compliant if it meets the following criteria:

- 1. It is suitable for the normally intended use of digital content or a digital service of the same type, taking into account, where appropriate, any provisions of European Union and national law and any technical standards, or in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;*

[...]

- 7. It corresponds to the quantity, quality and other characteristics, including functionality, compatibility, accessibility, continuity and security, that the consumer can legitimately expect for digital content or digital services of the same type, taking into account the nature of such content or services as well as public statements made by the professional, by any person upstream in the chain of transactions, or by any person acting on their behalf, including in advertising or on labelling.*

II. -However, the professional shall not be bound by any public statements mentioned in the last paragraph of the I if he demonstrates:

1. That he did not know them and was not legitimately in a position to know them;
- 2) That, at the time the contract was entered into, the public statements had been corrected under conditions comparable to the initial statements; or
3. That the public statements could not have influenced the decision to contract.

III. -The consumer cannot challenge the conformity by invoking a defect concerning one or more specific features of the digital content or digital service, which he was specifically informed deviated from the conformity criteria set out in this Article, deviation to which he has expressly and separately consented at the time the conclusion of the contract.”

- Article L224-25-16 of the French Consumer Law

I.- Defects in conformity appearing within twelve months of the provision of the digital content or digital service is presumed to exist at the time of such provision, unless proven otherwise.

Where the contract provides for the continuous provision of digital content or digital service during a given period, the burden of proof as to whether the digital content or the digital service was in conformity during the contractual period of provision shall lie with the professional in the case of a defect of conformity appearing during that period.

II. -The professional shall not be liable for lack of conformity if he can demonstrate that it is directly attributable to the incompatibility between digital content or digital service and the consumer's digital environment, and that the consumer had been informed by the professional of the technical compatibility requirements for this content or service before the conclusion of the contract.

The consumer is obliged to cooperate with the professional, to the extent reasonably possible, necessary and least intrusive for him, in order to determine whether the lack of conformity is caused by this incompatibility. Otherwise, the burden of proof referred to in the first or second paragraph of I of this Article, shall lie with the consumer, provided that the consumer has been clearly and comprehensibly informed of his obligation to cooperate before the conclusion of the contract.”

The implementation of the legal guarantee of conformity (specific to digital content) is governed by the following texts. In particular, the Customer or Subscriber may assert the following rights in particular, and the Service Provider may apply the following texts:

- Article L224-25-17 of the French Consumer Law

“In the event of a lack of conformity, the consumer is entitled to have the compliance of the digital content or service to be brought into conformity or, failing that, to have the price reduced or to the contract rescinded, under the conditions set forth in this paragraph.

The consumer also has the right to suspend payment of all or part of the price or the delivery of the benefit provided for in the contract until the professional has fulfilled his obligations under this subsection, in accordance with the Articles 1219 and 1220 of the French Civil Code. [...]”

- Article L224-25-18 of the French Consumer Law

“[...]Bringing into conformity shall be achieved at no cost to the consumer, without undue delay following the consumer's request and without any significant inconvenience to the consumer, taking into account the nature of the digital content or service concerned and the consumer's intended use.

Consumers are not required to pay for their use of digital content or the digital service during the period prior to the termination of the contract in which that content or service was nonconforming.”

- Article L224-25-20 of the French Consumer Law

“The consumer is entitled to a price reduction or rescission of the contract in the following cases:

- 1) When the professional refuses to bring the digital content or the digital service into conformity;
- 2) When the conformity of the digital content or the digital service is unjustifiably delayed or causes a significant cost or inconvenience to the consumer;

3) *When the lack of conformity of the digital content or digital service persists despite the professional's unsuccessful attempt to bring it into compliance.*

The consumer is also be entitled to a price reduction or rescission of the contract where the lack of conformity is so serious as to justify the immediate reduction of the price or the rescission of the contract.

The consumer is then not required to ask for the conformity of the digital content or digital service beforehand.

However, the contract may not be rescinded if the lack of conformity is minor, which it is for the professional to prove. This paragraph shall not apply to contracts in which the consumer does not pay a price.”

- Article L224-25-21 of the French Consumer Law

In the cases provided for in Article L. 224-25-20, the consumer shall inform the professional of his decision to obtain a price reduction.

The price reduction shall be proportionate to the difference between the value of the digital content or digital service provided and the value of that digital content or digital service in the absence of the lack of conformity.”

- Article L224-25-22 of the French Consumer Law

“I.-In the cases provided for in Article L. 224-25-20, the consumer shall inform the professional of his decision to cancel the contract. [...]

II. -The consumer refrains from using the digital content or the digital service or from making it available to third parties.

If the digital content was provided on a physical medium, the consumer shall return it without undue delay and at the expense of the professional if the consumer submits a request for its return not later than fourteen days following the date on which the consumer informs the professional of his decision to rescind the contract.

III. -The professional is required:

- 1) *to refund the consumer for the price paid and return any other benefit received under the contract;*
- 2) *where the contract provides for the provision of digital content or digital service during a given period, to refund or return the pro rata portion of the price and any benefits corresponding to the period during which the digital content or digital service was non-conforming, including when the consumer has used the non-conforming digital content or digital service during that period;*
- 3) *to make available to the consumer, free of charge and within a reasonable time, in a commonly used and machine-readable format, any content, other than personal data, that was provided or created by the consumer when using the digital content or digital service provided by the professional;*
- 4) *to refrain from using any content, other than personal data, that was provided or created by the consumer in the context of the use of the digital content or digital service provided by the professional, unless that content was generated jointly by the consumer and others, and other consumers may continue to use it.*

These latter two obligations are not applicable if that content is of no use outside the context of its use or if it only relates to the consumer's activity when he uses the digital content or the digital service provided by the professional, or if that content was aggregated by the professional to other data and cannot be disaggregated, or can be disaggregated only with disproportionate effort, by the professional. The professional may prevent any further use of the digital content or the digital service by making that content or service inaccessible to the consumer or by deactivating the consumer's user account, without prejudice, however, to the consumer's rights to retrieve the content in accordance with this article, or to consult his invoices.

With respect to personal data, the professional shall comply with his obligations under the Regulation (EU) n° 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of

natural persons with regard to the processing of personal data and on the free movement of such data, as well as Law No. 78-17 of 6 January 1978 on data processing, files and freedoms.”

- Article L224-25-23 of the French Consumer Law

The refund to the consumer of the sums due by the professional, or of any other benefit received under the contract, shall be made without undue delay and at the latest within fourteen days from the day on which the trader is informed by the consumer of his decision to exercise his right to reduce the price or to rescind the contract.

The professional shall refund these sums by using the same means of payment as that used by the consumer at the time of the conclusion of the contract, unless the latter expressly agrees and in any case at no additional cost.”

However, the Service Provider has the following conditions (specific to digital content):

- Article L224-25-19 of the French Consumer Law

The professional may refuse to bring the conformity if it proves impossible or entails disproportionate costs, particularly in view of the extent of the lack of conformity and the value of the digital content or digital service in the absence of defect.

As soon as these conditions are not respected, the consumer can, after formal notice, pursue the forced execution in kind of the requested conformity in accordance with Articles 1221 et seq. of the French Civil Code.

Any refusal by the professional to bring the digital content or the digital service into compliance shall be motivated in writing or on a durable medium.”

- **Provisions relating to legal guarantees: «Guarantee of defects of the thing sold»**

In particular, the Service Provider is required to comply with the following texts:

- Article 1641 of the Civil Code

“The seller is bound by the warranty for latent defects in the thing sold which render it unfit for the purpose for which it is intended, or which diminish that purpose to the extent that the buyer would not have acquired it, or would have given it only a lesser price for it, if he had known of these defects.”

- Article 1642 of the Civil Code

“The seller is not liable for apparent defects of which the buyer could convince himself.”

- Article 1643 of the Civil Code

He is liable for latent defects, even if he did not know about them, unless, in this case, he has stipulated that he will not be obliged to any guarantee.”

- Article 1645 of the Civil Code

“If the seller knew of the defects in the thing, he shall, in addition to the restitution of the price he received from it, be liable for all damages to the buyer.”

- Article 1646 of the Civil Code

“If the seller was unaware of the defects in the thing, he will be only be obliged to return price, and to refund to the buyer for the expenses incurred by the sale.”

In this context, the Customer or Subscriber must refer in particular to the texts below:

- Article 1644 of the Civil Code

“In the case of Articles 1641 and 1643, the buyer has the choice of returning the thing and having the price returned, or keeping the thing and having part of the price returned.”

- Article 1648 of the Civil Code

“The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect...”

The legal guarantee of conformity applies independently of any commercial guarantee granted.

In order to assert its rights, the Customer shall inform the Service Provider, in writing (email or letter), of the existence of any defects or lack of conformity.

The Service Provider shall refund or rectify or have rectified (to the extent possible) the Services found to be defective as soon as possible and no later than fourteen (14) days following the Service Provider’s discovery of the defect or fault. This refund may be made by bank transfer or cheque (depending on available options).

The Service Provider’s warranty is limited to the refund of Services or Service Offerings actually paid by the Customer.

The Service Provider shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services provided by the intermediary of the Site are in conformity with the regulations in force in France. The responsibility of the Service Provider cannot be engaged in case of non-respect of the legislation of the country in which the Services are provided, which it is up to the Customer, who is only responsible for the choice of the Services or Service Offerings requested, to check.

Updates to the Site’s information and data may have a variable frequency, depending on the type of information or data, and whether or not such information or data is accessible free of charge. The updates of the information and data related to the paid Services or Service Offerings are generally carried out with a weekly frequency, with a margin of a few days (mention related to Articles L224-25-24 to L224-25-26 of the French Consumer Law).

With regard to Article L224-25-16 of the French Consumer Law, it is specified that certain Services of the Site are not suitable for use on terminals with a screen size that is too small (e.g. smartphones) or on screens that do not have sufficient display definition.

The Customer or Subscriber is fully aware of these conditions when ordering on the Site.

9 - Responsibility of the Service Provider

9.1 General provisions

The Service Provider’s liability towards its Customers and Subscribers is established in accordance with Article L221-15 of the French Consumer Law, as reproduced below:

The professional shall be liable to the consumer for the proper performance of the obligations resulting from the contract concluded remotely, irrespective of whether these obligations are performed by the professional who concluded the contract or by other service providers, without prejudice to his right of recourse against them.

However, he may be exempted from all or part of his liability by proving that the non-performance or the improper performance of the contract is attributable either to the consumer, or to the unforeseeable and insurmountable fact, of a third party to the contract, or to a case of force majeure.”

Therefore, the Customer or Subscriber acknowledges the limitations of liability set forth below.

Furthermore, the Service Provider shall not be liable, for any reason whatsoever, for the sector information, data and sectorial analyses available on the Site as part of the Services or Service

Offerings. More specifically, it is the responsibility of the Customer or Subscriber to verify such information, data and analyses before making any decision, including investment decisions. Indeed, the Service Provider does not provide investment advice (this activity being regulated and requiring a specific certification). The information, data and sectorial analyses on the Site shall not be considered, in any way whatsoever, as investment advice on financial instruments. The Customer or Subscriber therefore acknowledges that he uses the aforementioned elements at his own risk.

9.2 Limitation of Liability

The Service Provider shall only be liable only in the even that if fails to perform any of its obligations and causes direct and certain damage to the Customer or Subscriber.

The Service Provider undertakes to provide its best efforts to secure access to the Site and the use of the Services in accordance with the rules of use of the Internet.

The Service Provider reserves the right to temporarily suspend all or part of the access to the Site's Services for maintenance reasons, without any compensation for the Customer or Subscriber for the resulting unavailability. These access suspensions may be particularly frequent during the launch and testing phase of the Site (the so-called «Beta» launch phase).

Outside the Site's launch and test phase, in case of prolonged unavailability of the Site or a part of the Site attributable to the Service Provider for a period of five (5) days or more, the Customer or Subscriber may request compensation for the period of unavailability found, by contacting the Service Provider by email (e.g. at the contact email: contact@biotechradar.eu). If the Customer or Subscriber agrees, and according to the provisions of Article L221-24 of the French Consumer Law, the Service Provider may make these refunds in the form of a credit note on future invoices.

In addition, due to the nature of the Internet network, the Customer or Subscriber acknowledges and agrees that the Service Provider shall not be liable for any interruptions or alterations in access to the Services that may result from the network itself, the connection means used by the Customer or Subscriber, or any other cause external to the Service Provider.

It is specified that all hardware and software necessary to access the Services remain the sole responsibility of the Customer or Subscriber.

The Service Provider does not guarantee the reliability or faithful restitution, at any point in time, of all the information and data put online on the Site. In particular, the vast majority of dates indicated for future events are only indicative, and given the sector covered, are subject to significant variations. Some events may simply be cancelled without notice, and others may occur without any prior public information being available, or the Service Provider being aware of such prior public information.

Nor does the Service Provider guarantee to cover all information and data that may appear relevant to the Customer or Subscriber.

Stock market data are obtained through third-party providers. The Service Provider shall not be liable for erroneous data from its providers.

In general, the Service Provider is not responsible for the malfunctioning of third-party partners and service providers (including for the payment operation).

The Service Provider tries to provide quality Services to its Customers and Subscribers, within the limits of its technical capabilities. Finally, the Service Provider operates with a limited number of human resources, which induces a risk of continuity of service inherent to this situation.

10 - Personal data

The Customer is informed that the collection of his personal data is necessary for the sale of the Services and their performance and delivery, as well as for their transmission to third parties involved in the performance of the Services. These personal data are collected only for the performance of the service contract.

10.1 Collection of personal data

The personal data collected on the Site are as follows:

- **Account opening**

When creating a User Account:

first name, last name, gender, date of birth, mailing address, telephone number (optional).

- **Payment**

Within the framework of the payment of the Services offered on the Site, it records financial data relating to the bank account or credit card of the Customer or Subscriber.

10.2 Recipients of personal data

Personal data are used by the Service Provider and its co-contractors for the execution of the contract and to ensure the efficiency of the service provision, its performance and its delivery.

The category(ies) of co-contractor(s) is (are):

- Payment platform providers

10.3 Data Controller

The Data Controller is the Service Provider (whose postal and e-mail address are indicated in Article "1 - Scope" of these Terms and Conditions), within the meaning of the French Data Protection Act and as of 25 May 2018 of the Regulation 2016/679 on the protection of personal data (GDPR).

10.4 Limitation of data processing

Unless the Customer or Subscriber expressly agrees, his personal data will not be used for advertising or marketing purposes.

10.5 Data retention period

The Service Provider shall keep the data thus collected for a period of 5 years, covering the time of the limitation period of the applicable contractual civil liability.

10.6 Security and Privacy

The Service Provider implements organizational, technical, software and physical digital security measures to protect personal data from alterations, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Service Provider cannot guarantee the security of the transmission or storage of information on the Internet.

10.7 Enforcement of Customer and User Rights

In application of the regulations applicable to personal data, the Customers or Subscribers of the Site have the following rights:

- They can update or delete their data as follows:

The Customer or Subscriber can download his personal data in HTML or JSON formats by going to the Privacy Policy page of the Site (accessible at the following address: <https://biotechradar.eu/privacy-policy/>). He can also manage the definitive deletion of his personal data (and of his User Account) by going to this same page, by clicking on a link to request the deletion of his personal data. The Customer or Subscriber can also delete their User Account and personal data from the page dedicated to management of his User Account ("Account Settings").

- They can delete their account by writing to the email address indicated in article "10.3 - Data Controller"
- They can exercise their right of access to know their personal data (concerning them) by writing to the address indicated in article "10.3 - Data Controller"
- If the personal data held by the Service Provider are inaccurate, they can request the update of the information by writing to the address indicated in Article "10.3 - Data Controller"
- They may request the deletion of their personal data, in accordance with the applicable data protection laws, by writing to the address indicated in article "10.3 - Data Controller"
- They may also request the portability of data held by the Service Provider to another service provider
- Finally, they may object to the processing of their data by the Service Provider

These rights, as long as they are not opposed to the purpose of the processing, can be exercised by sending a request by mail or by e-mail to the Data Controller whose contact details are indicated above. The data controller must provide a response within a maximum of one (1) month.

In case of refusal to grant his request, reasons must be given to the Customer or Subscriber.

The Customer or Subscriber is informed that, in the event of refusal, he may lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or refer the matter to a judicial authority.

The Customer or Subscriber may be asked to check a box under which he agrees to receive informative and advertising emails from the Service Provider. The Customer or Subscriber will always have the possibility to withdraw his consent at any time by contacting the Service Provider (contact details above) or by following the unsubscribe link.

11 - Intellectual property

The content of the Site, whether freely accessible or not, is the property of the Service Provider and its partners and is protected by the French and international laws relating to the intellectual property.

Thus, the Service Provider alone holds all rights, titles and interests, including all intellectual property rights related to the Site, the User Account, as well as any ideas, suggestions, requests for improvement, comments, recommendations and other information that Customers or Subscribers, and third parties, may communicate about the Site.

In addition, the Company holds the rights of use on all the elements accessible on the Site of which it is the owner, in particular the texts, images, graphics, logo, icons, sounds, software, etc. Consequently, any reproduction, representation, modification, publication, total or partial adaptation of the elements of the Site by any means or process whatsoever, is prohibited, except with the express prior consent of the Service Provider, and is likely to constitute an infringement offence of copyright.

12 - Applicable law - Language

The present Terms and Conditions and the operations resulting from them are governed by and subjected to the French law.

These Terms and Conditions are originally written in French. This free translation of the Terms and Conditions is provided in English for the sake of accessibility to an international audience. In the event that they are translated into one or more foreign languages, only the French text shall be authentic in the event of a dispute. In the event of any discrepancy or misinterpretation, the French version shall prevail over any other version drawn up in another language, including if at the Customer's request.

The French version of this document may be found [here](#).

13 - Litigation

For any complaint, please contact the customer service at the postal or email address of the Service Provider indicated in Article "1 - Scope of application" of these Terms and Conditions.

The Customer or Subscriber is informed that he can in any case resort to a conventional mediation, with the existing sectorial mediation authorities or to any alternative mode of settlement (e.g. conciliation) in case of dispute.

In this case, the appointed mediator is:

MEDICYS

73 boulevard de Clichy 75009 Paris

medicys.fr

E-mail : contact@medicys.fr

The Customer or Subscriber is also informed that he can also use the Online Dispute Resolution platform (ODR): <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes arising from the purchase and sale operations concluded pursuant to these Terms and Conditions and which have not been amicably settled between the Service Provider and the Customer or Subscriber, or by mediation, shall be submitted to the competent courts under the conditions of common law.