

<b>WEMAINTEIN</b> <b>TERMS OF USE OF THE WEBSITE</b>
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WeMaintain carries out maintenance, servicing and modernisation activities for building equipments, in particular lifts. WeMaintain is also the editor of innovative and digital solutions facilitating building management.

As part of its activities, WeMaintain publishes the internet website accessible at the address [www.wemaintain.com](http://www.wemaintain.com) in order to promote its business.

Last update: 10 September 2020.

## **1. DEFINITIONS**

The following definitions apply to the entire Terms of Use:

- “**Terms of Use**”: refers to the present provisions governing the use of the Website and the Forms.
- “**Form**”: refers to any form available on the Website that the User may fill in.
- “**Website**”: refers to the website [www.wemaintain.com](http://www.wemaintain.com) and all its subdomains in all their versions and languages.
- “**User**”: refers to any person browsing the Website.
- “**WeMaintain**”: refers to the simplified joint-stock corporation (“*société par actions simplifiée*”) WeMaintain, having its headquarters located 20 bis, rue Louis Philippe in Neuilly-sur-Seine (92200), registered in the Nanterre Trade and Companies Register under the number 830 852 844.

Unless circumstances request otherwise, the definitions in singular form are deemed to include the plural form and *vice versa*.

## **2. PURPOSE**

The purpose of the Terms of Use is to govern the rights and obligations of the Users, regarding their browsing of the Website and their use of the Forms.

## **3. ACCEPTANCE OF THE TERMS OF USE**

By browsing the Website, each User is deemed to have read and accepted the Terms of Use, as in force at the time of browsing, without any reserve.

In case of disagreement on all or part of the Terms of Use, the User undertakes not to browse the Website and not to use the Forms.

#### **4. WEMAINAIN'S UNDERTAKINGS**

##### **4.1. Availability of the Website**

WeMaintain undertakes to make the Website available to the Users and to make reasonable efforts to ensure its accessibility and its proper functioning.

As such, WeMaintain undertakes to make the Website available twenty four (24) hours a day and seven (7) days a week, except in cases of *force majeure* or of unforeseeable and insurmountable behavior of a third party, and subject to potential breakdowns and/or maintenance operations necessary to its proper functioning.

The User acknowledges and agrees that, due to the specificities of internet and telecommunication networks, WeMaintain cannot guarantee a permanent availability of the Website and cannot prevent a reduced access or a suspension in the access for more or less long periods. In case of a malfunction or an anomaly, WeMaintain undertakes to restore the situation as soon as possible.

##### **4.2. Content of the Website**

WeMaintain provides Forms and information regarding its activity.

As far as possible, WeMaintain endeavours to provide reliable and error-free information. The User acknowledges and agrees that WeMaintain cannot guarantee the accuracy of every information available on the Website.

#### **5. THE USER'S UNDERTAKINGS**

The User undertakes to use the Website and the Forms in accordance with their intended purpose and to refrain from any action that might prevent their proper functioning or accessibility.

The User undertakes in particular to:

- only use the Forms for the purpose for which they exist (e.g: to be contacted by WeMaintain in order to receive information on WeMaintain services);
- enter accurate data in the Forms;
- not fill in the Forms multiple times with the same data, nor fill in the Forms in automated or repeated ways;
- not reproduce nor use the content of the Website for commercial purposes or in order to compete with WeMaintain.

More generally, the User undertakes to comply with applicable laws and regulations and not to undermine public order, good moral standards, third party rights, nor infringe any legislative or regulatory provision.

## **6. INTELLECTUAL PROPERTY**

The Website and all of its component parts, notably, but not exclusively, texts and other contents available on the sections of the Website, the trademark « WeMaintain », computer programs, databases and contents of any nature that are protected by applicable intellectual property rights, remain the exclusive property of WeMaintain.

The Terms of Use, browsing the Website or using the Forms do not transfer any intellectual property rights and the User is not authorised to reproduce, extract or use in any way the data, the information, or content of the Website.

## **7. PERSONAL DATA**

WeMaintain values privacy and the protection of personal data. By filling in the Form, the User acknowledges and agrees that the personal data provided will be processed for commercial and marketing purposes.

For further information the User may read the privacy policy available at the following address: 18 Finsbury Square, London EC2A 1AH, United Kingdom

Regulations applicable to personal data provide certain rights to data subjects. In order to exercise those rights, the User may contact WeMaintain at the following address 18 Finsbury Square, London EC2A 1AH, United Kingdom

## **8. CLAIMS**

For any question or claim regarding the Website or the Forms, the User may contact WeMaintain at the following address: 18 Finsbury Square, London EC2A 1AH, United Kingdom

## **9. APPLICABLE LAWS AND COMPETENT COURTS**

The Terms of Use are governed by and interpreted according to French law.

Professional Users and WeMaintain agree that any dispute or contestation related to the validity, interpretation, performance, and/or termination of the Agreement will be exclusively submitted to the jurisdiction of the Commercial Court of Paris (“*Tribunal de commerce de Paris*”, 1 Quai de la Corse, 75004 Paris).

Pursuant to article R. 631-3 of the French Consumer code (“*Code de la consommation*”), Users acting as consumers may bring an action, either before the competent courts according to territorial jurisdiction under the French Code of Civil Procedure (“*Code de procédure civile*”), before the courts of the User’s residence at the time of conclusion of the agreement or before the courts of the place of occurrence of the harmful event.