



GENERAL TERMS AND CONDITIONS OF USE AND SALE OF THE EUGENE APP AND DEVICE as of 30th June 2019

The Eugène App and Device are administered by UZER (thereafter referred to as « Uzer »), a simplified joint-stock company, with a share capital of 14 134 euros, whose head office is located 49, avenue de la République – 75011 Paris, registered in the Paris Trade and Companies Register under number 802 235 648

PREAMBLE

The present general terms and conditions of use and sale (the “General terms and conditions”) are applicable to the visit and use of the Eugène Web Site, App and Device, to any Uzer product order as well as to any information and/or services provided by the “Eugène” Website and App.

The User should carefully read the present General terms and conditions, as well as Uzer’s Privacy Policy, which both apply to any order placed with Uzer and to any use of the Eugène Website, App and Device, and, more generally, to any Uzer’s service, before placing any order, and/or using our services.

The User expressly and fully accepts the present General terms and conditions of use and sale, as well as the Privacy Policy, as the main guideline of its current and future relationship with Uzer.

The present General Terms and Conditions apply exclusively of any other conditions, specifically those applicable to in-store sales or through other distribution and marketing systems.

These General Terms and Conditions are always available on the Website and, if need be, will prevail over any other version or any other contradictory document.

These General Terms and Conditions may be the object of future changes, the version applicable to the Client’s purchase is the one in effect on the website at the time of the order.

In the absence of any evidence of the contrary, the data registered in Uzer’s computer system constitutes evidence of all transactions completed with the Client.

Uzer’s Privacy Policy is detailed in a Charter, which is available at the following link https://www.uzer.eu/Privacy_Policy_Uzer.pdf.

The client service is reachable by email at contact@uzer.eu or by regular post at 49 avenue de la République, Paris 75011, FRANCE.

Article 1 – DEFINITIONS

In the General terms and conditions of use and sale and in the hereby attached Privacy Policy, each term hereafter defined must be understood in the sense of the following definition:

- App:** the Eugène app and all of its pages and screens.
- Device:** the Eugène device and all of its screens.
- Data base:** the consumer goods database used in the App and the Device
- Website:** the website accessible at the www.uzer.eu URL, and the official pages on social networks.
- Services:** all services provided by Uzer, the use of the Website, the App and the Device, including simple browsing and past orders.
- Editor:** the legal or physical person, responsible for editing the App and Device content.
- User:** any person using the App and/or the Device and more generally the Services. In certain circumstances, the User may be called the Client.
- Delivery:** the delivery comprises the transfer of the physical possession to the Client or control of the purchased product.

Article 2 – PRESENTATION OF UZER

User is a company specialized in the development of mobile, web and electronic digital solutions aimed at encouraging eco-gestures and improving the performance of the sorting of packaging waste

Among other things, Uzer developed Eugène, a free mobile app, which allows you to scan products and decrypt their labels (nutritional value, additives, allergens) and learn how to recycle their packaging according to local sorting regulations. The App can also give the measure of the impact of the user's consumption, and help create a grocery list based on the scanned products.

In order to make the Eugène App more collaborative and simpler for everyday use, Uzer developed a connected device of the same name, which is to be set up in the kitchen. No need to take out your smartphone each time you need information about a product, and everyone, including children, can learn how to sort packaging waste in a fun way. Each time packaging waste is scanned with the Eugène Device, the User earns points to access rewards.

Article 3 – USER'S OBLIGATIONS

User's goal is not to sell its products to professionals, but only to consumers or non-professionals for their personal needs.

The User agrees to follow this crucial, decisive restriction of Uzer's consent.

Moreover, the user agrees to:

- A personal and non-commercial use of the data passed on by the Eugène App and Device;
- Never use the data, opinions, recommendations and ratings suggested by the App and Device on its personal behalf.
- Never proceed to inaccurate additions or changes in the products composition and their packaging

The Users may enrich the Database, by adding or changing information relative to products and their packaging. The User agrees to give compliant information about the products it adds or changes and to be the holder of their intellectual property rights, especially regarding photographs.

The User relinquishes its copyright on the content of its contributions, for the benefit of the Editor, for any dissemination or use, including of commercial nature.

Users who have knowingly deleted information and/or given wrong information can be refused access to Uzer Services, and be sued.

The User bears sole responsibility for the information it publishes and the Editor is not required to check the latter.

The Editors can never be held liable for any direct or indirect damage, particularly regarding profit loss, shortfall, and client loss, that might result from the use of the Device and the App.

Every User is free to close its account on the App. In this case, the User must send the Editor an email to the address stated at the top of the present document, indicating its wishes to delete its account.

The User also commits to ensuring the security of its personal account on the “Eugène” App, more specifically by never giving its username and/or password to third parties.

More generally, the User agrees to give Uzer accurate information, including personal information, which must be collected for the proper functioning of the products and services.

Article 4 – DESCRIPTION OF PRODUCTS AND SERVICES

4.1. The “Eugène” Device

The products on sale on the Website are the connected “Eugène” Devices.

The main features of the “Eugène” Devices and particularly their specifications, properties, essential features, illustrations, and size, color, or capacity indications, are displayed on the Website.

The Client is under the obligation to take note of these features before placing any order.

The photographs and graphic design presented on the Website are not contractual and Uzer cannot be held responsible for them.

Offers pertaining to the products are valid in the limit of available stocks, as detailed during the ordering process.

Products presented on the Website are available for sale on French territory.

4.2 The "Eugène" App

The Eugène App is free, and its primary goal is to inform consumers of the composition of consumer goods. The App offers a grading and recommendation system according to the analysis of information relative to products provided by their producers or, if necessary, by the Users.

The App assesses the health risk level of the products ingredients but does not assess their efficiency.

The information provided by the App is not a medical recommendation. Uzer cannot guarantee the exact composition of the analyzed products and does not test the exact composition of the products. Mistakes may occur. In case of doubt, please consult your doctor.

Use of the App and services is limited to France and the United Kingdom. When registering, the App will ask for your email address and will ask you to choose a password or to register using your Facebook account.

In case of technical problems or for maintenance reasons, the App's accessibility may be disrupted and/or suspended.

As a reminder, the User may only access the Service using authorized methods. The User will be responsible for checking what it downloads and installing an up-to-date "Eugène" App on its devices.

Uzer cannot be held responsible if the User downloads the wrong version or an incompatible version of the "Eugène" App.

When the User creates an account on the App, he/she may access the account using the login given at the moment of the subscription or using other social networks login buttons. The user is solely responsible for protecting its password. It is highly recommended to use complex passwords. This password guarantees the confidentiality of the account information and the User may not pass it or communicate it to a third party. Failing that, the Editor cannot be held responsible in case of non-authorized access to the User's account.

The Editor reserves the exclusive right to delete any account which has been inactive for at least a year. This deletion cannot constitute damage for the member, who cannot claim any compensation.

The hyperlinks in the App may refer to other apps or websites and Uzer cannot be held responsible if the website and apps contents infringe current regulations. In a similar way, Uzer may not be held responsible if the use of these websites or apps causes any prejudice to the user.

4.3. the Database

Uzer maintains a Database of consumer goods, to which the App and Device are connected. The Database changes depending on the added and/or modified products by the User and the Editor.

The Editor cannot be held responsible for the content of the information passed on by the App and the Device.

The User takes note that the Editor does not assume any responsibility relative to the information made available about the products, and may not be held responsible for their content.

The User expressly admits using the App and the Device at its own risks and under its exclusive responsibility.

The App and Device provide information to the User for information purposes only. The Editor cannot guarantee the exactitude, completeness, or comprehensiveness of the information and data provided by the App and the Device.

The Editor excludes any liability in case of mistakes in the Database. The User is responsible for checking the information given by the products about their packaging.

Adjectives such as “excellent”, “good”, “average”, “poor”, “very poor”, “to avoid”, “do not abuse”, “undesirable”, “no risk”, only qualify the product’s score according to a scoring method developed by Uzer, as stated by the App and the Device. These adjectives do not refer to the intrinsic qualities of the product.

The Editor cannot guarantee the relevance of the information provided by the App and the Device, and these can never replace the advice of a healthcare provider.

4.3. Service Accessibility

Unless Uzer acknowledges being the author of a mistake, Uzer cannot be held responsible for disorders which could make the “Eugène” App and Website unavailable.

More specifically, Uzer cannot be held responsible for a breakdown affecting the provider in charge of the hosting of the servers, for an Apple Store or Android Market breakdown, in case of maintenance, in case of internet networks breakdown, in case of an electric outage, etc...

If the App is not accessible, because of technical problems or problems of any other nature, the user is not entitled to any damage and may not claim any compensation.

The Editor is not held responsible for damage resulting from the App such as data loss, intrusion, virus, service cut or other.

The Editor cannot be held responsible for any malfunction, access unavailability, wrong use, wrong user’s peripheral setup, or use of a peripheral which is obsolete or rarely used.

Article 5 – ORDERING ON THE WEBSITE

5.1. Procedure

The Client must choose the product(s) he/she wishes to order, on the Website, according to the following method:

1. Take note of the considered product’s main characteristics on the Website’s dedicated page;
2. Click on the “Order” button;
3. Click on the “Continue” button;
4. Choose the delivery area
5. Choose the quantity of Eugène Devices;
6. Enter the potential promotional code;
7. Click on the “Continue” button;
8. Enter the surname, name, delivery address and billing address if different (in this case untick the “use the same address for billing” Device)
9. Click on “Continue”

10. Check the order because, once Step 10 is passed, it will not be possible to change;
11. Tick the "I accept the General Terms and Conditions of Sale" Device;
12. Fill in the complete credit card payment information;
13. Click on the "Ok" button;
14. Receipt of the order confirmation by email;

Only once these 15 steps have been completed will the order be considered final.

5.2. Order information

The present contract follows articles 1125 and the following of the French Civil Code, relative to electronically signed contracts.

The Client can follow its order progress on the Website.

Product offers are applicable as long as they are visible on the Website, in the limit of the available stocks.

Uzer reserves the right to cancel or refuse any order passed by a Client with whom there has been a litigation relative to a previous order.

As indicated above, Uzer does not intend to sell its products to professionals, but only to consumers or non-professionals, for their personal needs. By doing so, Uzer reserves the right to refuse large orders for the same product and orders containing over 10 identical articles.

In compliance with articles 1366, 1367 and 1375 of the French Civil Code, Uzer agrees to store the purchase orders on a reliable and sustainable support, so as to guarantee their integrity.

Article 6 – RATES

The products are supplied at the applicable rate on the Website, at the moment the order is registered by the seller. The prices are given in Euros, all taxes included, thus taking into account the applicable VAT on the day of the order.

The rates take into account possible offers or discounts given by Uzer on the Website, except in the case of a promotional code.

These rates, which are all taxes included, are firm and non-revisable during their period of validity, as indicated on the Website, Uzer reserves the right to change the prices any time, outside this validity period. They include processing fees, expedition fees, transport fees and delivery fees, according to the terms indicated on the Website.

An invoice is issued by Uzer and given to the Client at the delivery of the ordered products.

These invoices will be stored by Uzer, in compliance with the provisions of articles 1366, 1367 and 1375 of the French Civil Code, on a reliable and sustainable support, so as to guarantee their integrity.

Article 7 – TERMS OF PAYMENT

The price is to be paid immediately, in full, when the order is placed, by secure payment, by credit card: Visa or MasterCard.

Uzer is not under obligation of delivering the products ordered by the Client if the latter does not pay the full price according to the above-mentioned terms.

The Client's payments will be considered definite after the effective receipt of the due amounts by Uzer.

Article 8 – DELIVERIES

The products ordered by the Client, if in stock, will be delivered in mainland France within five (5) days as of the expedition of the order, at the address given by the Client on the Website at the moment of the order.

Save in certain particular cases or unavailability of one or a few products, the ordered products will be delivered in one go.

The Client will be informed of the available products and additional delivery time in case of insufficient stock at the moment of the order.

User agrees to do its very best to deliver the products ordered by the Client within the above-mentioned time period.

However, these time periods are provided for information purpose.

If the ordered products are not delivered within a five (5) day time period after the stated delivery date, for any other reason that force majeure or due to the Client, the sale may be cancelled by the Client by written request in the terms provided for in articles L. 216-2 L. 216-3 and L. 241-4 of the French Consumer Code.

The amount paid by the Client will then be refunded, at the latest, within the fourteen (14) days following the termination of the contract, exclusive of any compensation or deduction.

The Client must check the condition of the delivered products.

The Client has a period of fourteen (14) days from the day of the delivery to submit a written complaint or claim (by regular mail or email) for non-conformity or apparent defect of the delivered products with all supporting documents (particularly photographs).

Once this time period is past, and if these formalities have not been followed, it will be assumed that the products are compliant and free of any apparent flaw, and no claim will be accepted by Uzer.

Uzer will refund or replace the delivered products whose conformity defects or apparent or hidden flaws have been duly proved by the Client, as soon as possible and at Uzer's own expense, in the terms provided for in articles L. 217-4 and following the French Consumer Code and the conditions provided for in the present Terms and Conditions (see the guarantees, in particular).

Article 9 – WITHDRAWAL RIGHT

In accordance with the rules laid out by article L.221-18 of the French Consumer Code, the Client has a fourteen (14) day time period to exercise its right of withdrawal, this time period starting at:

- The conclusion of the contract for service delivery contracts or digital content contracts, except for those listed in article L. 221-28 of the French Consumer Code;
- The reception of the goods for goods sales contracts

It is also specified that the Client does not have to justify any motive or pay any fee, if the products are returned in their original packaging and in perfect state within the fourteen (14) days following the notification of the decision of withdrawing to Uzer.

The products must to be returned totally, in their original condition (packaging, accessories, notice...), to as to be put back on the market in like-new condition, with the invoice.

Damaged, dirty or incomplete products will not be taken back.

The withdrawal right can be claimed online, by means of the withdrawal form available on the Website and annexed to the present General Terms and Conditions.

If this form is used, an acknowledgment of receipt on a sustainable support will immediately be sent by Uzer. If the withdrawal right is exercised within the above-mentioned time delay, only the price of the purchased product(s) (including delivery costs) will be refunded; the return charges will be at the Client's expense.

Exchange (subject to availability) or refunding will be carried out within a fourteen (14) day time period starting from Uzer's reception of the products in the terms and under the reserves provided for in the present article.

Article 10 – TRANSFER OF PROPERTY – RISK TRANSFER

Transfer of the product's property will happen as soon as Uzer accepts the order, materializing the parties' agreement, whatever the date of payment and delivery.

Independently of the products property transfer, the transfer of the related risk of loss and deterioration will only take place when the client physically takes possession of the products or accesses the services.

The products travel at Uzer's risk.

Article 11 – UZER'S ACCOUNTABILITY – WARRANTY

The products sold on the Website are in compliance with the current French regulations and their performances are compatible with non-professional uses.

The products provided by Uzer benefit from, in their own right and without any additional payment, independently of the withdrawal right, in accordance with legal provisions:

- The legal conformity warranty, a two (2)-year constructor warranty for seemingly faulty products;
- The legal warranty against hidden defects originating from a material, conception, or manufacturing defect affecting the delivered products and rendering these unfit for use.

In order to assert those rights, the Client must inform Uzer in writing of the non-compliance of the products within a fourteen (14) day time period counting from the delivery of the products or the disclosure of the hidden defects in the above-mentioned time period and must return the defective products in the condition in which they were received with all of the elements (accessories, packaging, notice...).

Uzer will refund, replace or repair the products or parts which are under warranty and judged non-compliant or faulty.

The return costs will be refunded upon submission of receipts.

The refunding of products judged non-compliant or faulty will be made as soon as possible within the fourteen (14) days following Uzer's observation of the compliance defect or the hidden flaw.

The refund will be made by credit on the Client's bank account or by bank check addressed to the Client.

Uzer cannot be held responsible in case of improper use, use for professional purposes, negligence, or lack of maintenance on the Client's part, as in case of normal wear of the product, accident or force majeure.

Uzer's warranty is, in any case, limited to the replacement or refunding of the non-compliant or faulty products.

Article 12 – INTELLECTUAL PROPERTY

The Website, App and Device content is Uzer's and its partners intellectual property and is protected by French and International law relative to intellectual property. Any reproduction of these contents in part or in full is strictly forbidden and may constitute a counterfeiting offence.

Furthermore, Uzer is the owner of the intellectual property rights of the photographs, presentations, studies, drawings, models, prototypes, etc, carried out (even at the Client's request) for the use of the Client services.

The Client is not allowed to reproduce or use, directly or indirectly, the above-mentioned studies, drawings, models and prototypes, etc, without Uzer's express prior written authorization, which can lead to financial compensation.

The logos, graphic elements and database, and generally any content offered by Uzer and made available or transferred to the Client, remains Uzer's exclusive property.

Article 13 – FORCED CONTRACT EXECUTION

In case of breach of either Parties' duties, the Party victim of the failures has the right to demand the forced execution of the obligations resulting from the present agreement.

In compliance with the provisions of article 1221 of the French Civil Code, the creditor of the obligation may pursue this forced execution after a simple unsuccessful formal notice addressed to the obligor by registered letter with acknowledgement of receipt, except if the execution is impossible or if there is an important disparity between its cost and its interest for the creditor.

It is reminded that in case of breach of either Party's duties, the Party victim of the failure may, in accordance with article 1222 of the French Civil Code, eight (8) days after sending an unsuccessful formal notice, execute the obligation with the help of a third party, at the cost of the defaulting party, providing that the cost remains reasonable and in accordance with the market practice, without any legal authorization, it being said that the party victim of the breach may also petition the Court for the defaulting Party to advance the necessary amounts for this execution.

The Party victim of the breach may, in the case of breach of any of the other Party's obligation, ask to terminate the contract according to the modalities defined in the "Termination of the contract" article.

Article 14 – BREACH EXCEPTION

It is reminded that, pursuant to article 1219 of the French Civil Code, any of the two parties may refuse to carry out their obligation, even if the latter is due, if the other party does not carry out its obligation and if this breach is serious enough, that is, likely to question the continuation of the contract or to fundamentally upset its economic balance.

The suspension of the execution will take effect immediately, after the defaulting Party receives a breach notice addressed by the Party victim of the breach indicating its intention of applying the breach exception as long as the defaulting Party has not addressed the noted breach, by registered letter with acknowledgment of receipt or by any sustainable written medium with proof of the mailing.

This breach exception can also be used as a precautionary measure, in accordance with article 1220 of the French Civil Code, if it appears clearly that either of the parties does not fulfill its obligations at the due date and that the consequences of this breach are sufficiently serious for the Party victim of the breach.

This ability is used at the initiating Party's own risks.

The suspension of the execution will take effect immediately, after the presumably defaulting Party receives a notice of its intention of applying the precautionary breach exception until the presumably defaulting Party carries out the obligation for which an upcoming breach is obvious, by registered letter with acknowledgement of receipt or any other sustainable written medium with proof of mailing.

If the impediment is permanent or lasts longer than two (2) months, it could be purely and simply solved according to the terms defined in the "Resolution for a Party's failure to its obligations".

Article 15 – FORCE MAJEURE

The Parties may not be held responsible if the non-execution or delay in the execution of any of their obligations as set forth herein is due to force majeure, as defined in article 1218 of the French Civil Code.

The Party witnessing this event must inform the other Party, with no delay, of its impossibility to execute its obligation, and must be able to justify this.

The suspension of the obligations cannot be a cause of responsibility for non-execution, nor can it lead to the payment of damages and interests or delay penalties.

The execution of the obligation is suspended for the whole duration of the force majeure if it is temporary.

Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties will make their best efforts to resume the normal execution of their contractual obligations as soon as possible.

To this effect, the prevented Party will inform the other of the resumption of its obligation by registered letter with acknowledgment of receipt or by any extrajudicial document.

If the obstacle is final, it will be purely and simply solved according to the methods detailed in the article "Termination due to force majeure".

Article 17 – TERMINATION OF THE CONTRACT

17.1. Termination due to force majeure

The automatic termination due to force majeure may only take place eight (8) days after having sent a formal notice by registered letter with acknowledgement of receipt or any extrajudicial document, notwithstanding the clause "Termination due to breach of duty", featured hereafter.

However, this formal notice must mention the intention of applying the present clause and indicate precisely the case of force majeure on which the termination is founded.

17.2. Termination due to breach of duty

In case of non-compliance of either of the Parties to the obligations referred to in the present contract, this contract may be terminated by the injured party.

It is expressly understood that this termination due to breach of duty will take effect eight (8) days after having sent a formal notice of execution, which was partly or entirely unsuccessful. The formal notice can be sent by registered letter with acknowledgment of receipt or any extrajudicial document.

This formal notice must mention the intention of applying the present clause.

Article 18 INVALIDITY OF ONE OR SEVERAL PROVISIONS

The invalidity of a clause or provision of the present Terms and Conditions will not affect the validity of the other provisions of these Terms and Conditions.

If one of the terms is considered void or unacceptable, it shall be replaced by a new provision which will match the mindset of the void term as much as possible, taking into account the content and purpose of these Terms and Conditions.

Article 19 – APPLICABLE LAW – LANGUAGE

The present Terms and Conditions and the operations which result from them are governed by French Law and subject to French Law.

The present Terms and Conditions are written in French and in English.

In this context, and in case they were translated into other languages, only the French text would be admissible in case of dispute.

Article 20 – DISPUTES

All disputes which could arise from the operations of buying and selling concluded according to the present Terms and Conditions, regarding their validity, interpretation, execution, termination, consequences and results and which could not be solved between the Parties will be ruled by the competent courts under the conditions of common law.

The Client is informed that he can in any case make a request for conventional mediation, especially with the Consumer Mediation Commission (articles L.111-1 and L.621-1 of the French Consumer Code) or with existing sectoral mediation bodies, whose references are on the Website or with any alternative method of dispute resolution (conciliation, for example) in the case of a challenge.

APPENDIX

APPENDIX 1 Provisions relative to the legal warranties

Article L. 217-4 of the French Consumer Code

The seller is under the obligation of delivering a product in compliance with the contract and must answer for lack of conformity upon delivery. The seller also answers for lack of conformity resulting from packaging, operating instructions, or installing instructions when this has been made part of its responsibility by contract or was carried out under its responsibility.

Article L. 217-5 of the French Consumer Code

To be compliant with the contract, the product must:

- Be fit for the purposes for which goods of the same type are normally used and, if need be:
- Meet the description made by the seller and possess the qualities that the latter has presented to the buyer in the form of a sample or a model;
- Have the qualities that a buyer can legitimately expect regarding the public declarations made by the seller, the producer or its representative, particularly in the advertising or labelling
- Or present the characteristics defined by mutual agreement by the parties or be fit for any particular purpose needed by the buyer, brought to the seller's knowledge, and that the latter agreed upon.

Article L.217-12 of the French Consumer Code

Action resulting from lack of conformity is prescribed by two years starting from the delivery of the product.

Article L.217-16 of the French Consumer Code

When the buyer asks the seller to recondition a product covered by the warranty, during the warranty period granted at the moment of the acquisition or the repair of a product, any immobilization period of over seven (7) days adds up to the remaining warranty duration. This period starts after the buyer's request or after the provision of the said product for repair, if this provision is posterior to the intervention request.

Article 1641 of the French Civil Code

The seller is bound to a warranty on account of the latent defects of the sold object which make it improper to the use for which it was destined, or which diminish this use so much, that the buyer would not have acquired it or would have paid a lower price for it, had he been informed.

Article 1648 paragraph 1 of the French Civil Code

Action resulting from critical flaws must be taken within two years following the observation of the flaw.

APPENDIX II – WITHDRAWAL FORM

The present form must be completed and sent to: Uzer – 213 rue du Faubourg Saint Martin – 75010 Paris, only if the Client wishes to retract an order passed on the website www.uzer.eu, except in the case of disclaimers or limits of the withdrawal right according to the applicable General Terms and Conditions.

For the attention of:

Uzer

213 rue du Faubourg Saint Martin

75010 Paris

I hereby give notice of my withdrawal of the contract regarding the order of the following service delivery:

- Date of the order: (date)
- Order number: (number)
- Name of the Client: (name-surname)
- Client address: (mailing address)

Client signature (only in case of written notification of the present form).