

HISTOPAD TERMS OF USE

1 TERMS OF USE – YOU WILL BE USING A HISTOPAD!

1.1.1 You are about to use a HistoPad to experience an augmented tour!

1.1.2 Please begin by reading and agreeing to the PRESENT TERMS OF USE FOR THE HISTOPAD.

1.1.3 The Terms of Use remind you of the terms and conditions under which, in accordance with the landmark's operator, Histoverly grants you the right to use the HistoPad as part of your "augmented reality" tour of the landmark.

2 TERMS OF USE – OVERVIEW OF THE HISTOPAD

2.1.1 The HistoPad is a touchscreen digital tablet containing software that provides an interactive "augmented reality" tour of a landmark. Augmented reality is created through the HistoPad's display screen by superimposing 2D or 3D elements over real-world views of various parts of the landmark you are visiting.

2.1.2 Depending on your exact location in the landmark you are visiting, the HistoPad allows you to obtain additional artistic or historical information ("Original Content"), such as texts, sounds, drawings, fixed or animated images, maps, and more, to enhance your tour experience.

2.1.3 The term "HistoPad" means both the tablet and the Original Content contained in it.

2.1.4 The HistoPad is operated by Histoverly SAS – identification no. 488 531 724 RCS Paris – headquartered at 10 rue de Castiglione, F-75001 Paris. The HistoPad is not an "public online communication service" within the meaning of Article 6-1-1 of the "LCEN" law no. 2004-575 of June 21, 2004. "HistoPad" is a registered trademark of Histoverly.

3 TERMS OF USE – AUTHORIZED USE OF THE HISTOPAD

3.1.1 The Original Content is protected by intellectual property law. By visiting the landmark, you have the right to view and listen to the Original Content accessible from the HistoPad over the course of your tour.

3.1.2 You agree to use the HistoPad only under the terms of operation and use required by Histovery in accordance with the landmark operator.

3.1.3 You agree to use only the “user functionalities” of the HistoPad intended to improve your tour of the landmark and not—in any way—the “administrator” functions to which you do not normally have access.

3.1.4 You agree not to make any changes to (i) the tablet’s operation, (ii) the software installed on the tablet, or (iii) the Original Content that is displayed or that you may hear during your tour.

3.1.5 You agree not to connect the HistoPad with any other device (your telephone, your personal tablet, your smart watch, a computer, etc.) or with any electronic communication network other than the one provided for the proper functioning of the HistoPad during your tour of the landmark.

3.1.6 You are hereby informed that any non-conforming use of the HistoPad during your visit may result in the landmark operator immediately confiscating the HistoPad from you, without refunding the amount you may have paid for the right to use the HistoPad.

3.1.7 If the HistoPad malfunctions during your tour, please report it to the landmark operator’s staff. If possible, you will be provided with a replacement HistoPad.

3.1.8 During your visit, Histovery does not collect any personal data about you, only technical, statistical, and exclusively anonymous data (“Metadata”) about the way in which visitors to the landmark use the HistoPad. This Metadata helps Histovery and the landmark operator improve the functionality of HistoPads and refine the Original Content. This Metadata cannot be used in any way to identify you directly or indirectly.

3.1.9 At the end of your visit, you must return the HistoPad in the same condition in which the landmark operator gave it to you, under penalty of prosecution. If you do not return the HistoPad in good condition, you may be held liable for the cost of repairing the HistoPad that you damaged, even inadvertently. Please be careful with the HistoPad provided to you so that other visitors can enjoy it after you!

GENERAL TERMS OF USE (GTU) FOR THE HISTOPAD' S ADVANCED FEATURES

1 "ADVANCED FEATURES" GTU – USE OF THE HISTOPAD' S ADVANCED FEATURES

1.1 "Advanced Features" GTU – You must accept these terms!

1.1.1 Some of the HistoPad' s advanced features are subject to your express prior acceptance of these "GTU for the HistoPad' s Advanced Features." Please enter a valid email address that you use and click "I accept the GTU." A copy of the GTU you' ve just accepted will then be emailed to you.

1.2 "Advanced Features" GTU – Personal Data Protection

1.2.1 When you provide Histovery with your email address, Histovery processes your personal data under the explicit terms of these GTU for the HistoPad' s advanced features and in accordance with applicable laws in France for the protection of personal data, including the "Information Technology, Data Files and Civil Liberties Act" no. 78-17 of January 6, 1978 and the EU' s "GDPR" no. 2016/679 of April 27, 2016. Details of the personal data protection policy appear under "Advanced Features" GTU – Personal Data Protection.

1.3 "Advanced Features" GTU – Personal Data Protection for minors under the age of {0}

1.3.1 If you are a minor under the age of {0}, you can use all of the HistoPad' s advanced features. As soon as you return the HistoPad to the landmark operator, your personal data will be erased from Histovery' s databases.

1.4 "Advanced Features" GTU – Excerpts of Original Content

1.4.1 You may take photos or videos of the Original Content displayed on the HistoPad (the "Excerpts" of your visit) for your personal, private, and free use "exclusively within the family circle" (Article L.211-3-1 of the French Intellectual Property Code). You may also use these Excerpts in digital or paper format, for strictly personal and non-commercial purposes, on social media, your website, your blog, online discussion forums, etc., provided that you make "reasonable" use of these Excerpts from your visit.

1.4.2 If you use Excerpts from your visit, you agree not to alter those Excerpts (except for reasons having to do with the display format) or the various copyright notices, particularly the statement that your Excerpts come from a HistoPad operated by

Histoverly.

1.5 “Advanced Features” GTU – Prohibited Use of Excerpts from Your Visit

1.5.1 You may not use or exploit any or all of the Excerpts from your visit for commercial or political purposes without the prior written consent of Histoverly.

1.6 “Advanced Features” GTU – Use by Histoverly and the Landmark Operator of Excerpts from Your Visit and Your Image

1.6.1 In exchange for your free right to receive Excerpts from your visit to the landmark, Histoverly asks you to agree, also free of charge, to allow Histoverly and the landmark operator to use (i) the Excerpts from your visit and (ii) your image rights.

1.6.2 The transfer of the rights to your image and the rights to use the Excerpts are limited to the following cases:

(i) on any medium and in any “paper” and/or digital format or in any format, including by electronic means (website, extranet, intranet, etc.), regardless of the format (html, lmode, etc.) and regardless of the medium and device by which it is received, and by public availability by any analog or digital process (including downloading, uploading, etc.) or any mode of mobile or landline telephone or audiovisual transmission used.

(ii) collection of your image in the context of photographs taken with the HistoPad during your visit and the reproduction of your collected image, in full or in part, by any currently known or unknown technical (graphic, photographic, digital, etc.) process, on any medium that Histoverly may use or create for the intended use and for an unlimited number of uses.

(iii) public communication of your collected and reproduced image, in full or in part, through any currently known or unknown means of dissemination, including communication by any open or closed mode of audiovisual transmission, regardless of the device on which it is received (television, telephone, tablet, computer, etc.).

(iv) solely for the purposes of commercial and/or promotional communication (sales brochure, official brochure, partner and/or client catalog, poster, POS, promotional video, etc.) related to the HistoPad and/or the visited landmark, including on a screen located at the entrance or near the ticket desk of the visited landmark.

1.6.3 Histoverly is expressly prohibited from using your image in a way that may infringe upon your privacy or your reputation or in any other way that may be damaging to you.

Your authorization grants Histoverly and the landmark operator to make any technical alteration they deem necessary to your image, provided that these alterations do not infringe on your rights. Your Excerpts and your image may be retouched and edited to include any written notice in any language or any figurative element, and they may be combined with the Excerpts and image of other HistoPad users from the landmark you are visiting or from another landmark using HistoPads.

1.6.4 Unless you are a minor under the age of {0}, you grant Histoverly and the landmark operator your authorization to use your image worldwide and for a period of ten (10) years from the date when you accept these GTU for the HistoPad' s advanced features. If you are a minor under the age of {0}, neither Histoverly nor the landmark operator will use your image, in any way whatsoever, without the prior written consent of your legal representatives.

2 “ADVANCED FEATURES” GTU – PERSONAL DATA PROTECTION

2.1 “Advanced Features” GTU – Advanced Features of the HistoPad Made Available to You

2.1.1 The HistoPad' s advanced features allow you to:

- (i) leave a personal comment in the “Guestbook”
- (ii) take a photo of you with the HistoPad during your visit
- (iii) receive Excerpts of your tour of the landmark
- (iv) respond to questionnaires

2.1.2 If you want to be able to use these advanced features, you must give Histoverly your consent to the processing of your personal data. Your acceptance of the GTU will be considered to be notification under the meaning of the Information Technology, Data Files and Civil Liberties Act. Histoverly will be solely responsible for the processing of your personal data.

2.2 “Advanced Features” GTU – Type of Personal Data Collected by Histoverly

2.2.1 The advanced features require you to provide your email address to Histoverly, who will pair it with localization data related to your visit and some technical data related to the HistoPad settings you have used (language selection, etc.).

2.3 “Advanced Features” GTU – Purpose of the Processing of Your Personal Data

2.3.1 Histovery uses your personal data for the following purposes:

(i) to allow you to use the HistoPad' s advanced features (processing required for the execution of a contract – Article 6.1(b) of the GDPR) and to follow up on your relationship with Histovery (satisfaction survey, management and publication of your comments in the Guestbook, etc.);

(ii) to protect the security of Histovery' s information system (processing for the legitimate interests of Histovery – Article 6.1(f) of the GDPR);

(iii) to provide for the processing needed for the purposes of Histovery' s legitimate interests (Article 6.1(f) of the GDPR) related to prospecting for its other products and services, organizing contests, etc., along with a free and instant unsubscribe link (right to be forgotten – Article 17 of the GDPR) included in every electronic message, which will exercise your right to opt out of prospecting (Article 21.2 of the GDPR).

2.3.2 Histovery reserves the right to transmit your personal data to some of its business partners, for the purposes of sales prospecting (processing needed for the purposes of Histovery' s legitimate interests (Article 6.1(f) of the GDPR). In this situation, when using your personal data for its own benefit, Histovery' s partner agrees to inform you that it received your data from Histovery. If this should happen, you may exercise your right to opt out of prospecting (Article 21.2 of the GDPR), free of charge at all times, directly through the partner concerned.

2.3.3 Your personal data is stored and processed by Histovery only within the territory of the European Union.

2.4 “Advanced Features” GTU – Duration of the Processing of Your Personal Data

2.4.1 Histovery keeps your personal data related to the advanced use of the HistoPad for a maximum period of FIVE (5) years from the date when you accept these GTU for the HistoPad' s advanced features. At the end of this period, your personal data will be erased from Histovery' s databases.

2.4.2 Your data may be used for prospecting purposes for a period of THREE (3) years from the date when you accept these GTU for the HistoPad' s advanced features. At the end of this period, your personal data will be erased from Histovery' s sales prospecting databases.

2.5 “Advanced Features” GTU – Your Rights to the Data Processed by Histovery

2.5.1 You have a right to access (Article 15 of the GDPR) and rectify (Article 16 of the GDPR) your personal data processed by Histoverly by sending an email to rgpd@histoverly.com. Histoverly agrees to respond to your email within THIRTY (30) days from the receipt of your request. If you do not receive a response within this time period, you have the right to appear to the Commission Nationale de l' Informatique et des Libertés (CNIL, France' s national data protection authority) to contest this failure to respond.

2.5.2 Any subcontracting by Histoverly of the technical management of its database containing personal data will be subject to a written contract with a professional subcontractor, whereby Histoverly shall ensure that the subcontractor strictly complies with the provisions of these CTU and guarantees the security and confidentiality of the personal data entrusted to the subcontractor by Histoverly.

2.5.3 Without data and within no more than SEVENTY-TWO (72) hours after having become aware of it (Article 33 of the GDPR), Histoverly shall notify the CNIL of any breach of your personal data.

3 "ADVANCED FEATURES" GTU – PROOF – APPLICABLE LAW – JURISDICTION

3.1.1 These GTU are governed by French law.

3.1.2 In accordance with Article 1356 of the French Civil Code, if you accept the GTU for the HistoPad' s advanced features, you expressly agree that proof of your actions or inactions from the HistoPad may be provided by means of records from the Histoverly information system (or the information system of one of its subcontractors), which are presumed to have been created and stored under conditions that guarantee their integrity (Article 1366 of the French Civil Code).

3.1.3 In accordance with Article L.111-1-6 of the French Consumer Code and Articles L.616-1 and R.616-1 of the French Consumer Code, you have the right to engage the consumer ombudsman using the appropriate procedure from the French Ministry of the Economy' s website, in your capacity as a user-level consumer of a HistoPad and "if a dispute cannot be settled" as part of a prior complaint that you submitted directly to Histoverly at the email address rgpd@histoverly.com. The list of ombudsmen is available online on the French Ministry of the Economy' s website.

3.1.4 If a dispute between you and Histoverly cannot be amicably resolved:

(i) Each party may refer the matter to the court with territorial jurisdiction (based on the domicile or registered office of the defendant or the court where the damage occurred).

(ii) You may refer the matter to the court with jurisdiction within a maximum period of FIVE (5) years from the date when you accept these GTU for the HistoPad' s advanced features (Article 2224 of the French Civil Code).