

GENERAL CONDITIONS OF SALE AND USE (PROFESSIONALS)

1. Scope

These General Conditions of Sale and Use ("GTC/CGU") constitute, in accordance with Article L 441-1 of the Commercial Code, the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which NOVO SENSO, SAS with a capital of €44,000, whose registered office is located at 5 bis avenue du Pré Closet – 74940 Annecy, registered with the RCS of ANNECY under number 852 126 150 ("NOVO SENSO") supplies all of the products ("the Products") to purchasers who are legal or natural persons acting in a professional capacity ("the Purchasers or the Purchaser") who so request, via the novostable website at the following address www.novostable.com ("The Website), by direct contact or via a paper medium.

They apply without restrictions or reservations to all sales of Products concluded by NOVO SENSO with Purchasers of the same category, regardless of the clauses that may appear in the Purchaser's documents, and in particular its general conditions of purchase, as well as only to the use of all the Products.

These CGV/CGU are not applicable to sales made to private customers (separate specific conditions apply to them).

In accordance with the regulations in force, these Terms and Conditions are systematically communicated to any Customer who requests it, to enable him to place an order with NOVO SENSO.

Any order of Products implies, on the part of the Customer, the acceptance of these GCS/CGU and the general conditions of use of the Website for electronic orders.

The information appearing on any catalogs, prospectuses, Website and prices of NOVO SENSO are given for information only and may be revised at any time. NOVO SENSO is entitled to make any changes it deems useful.

These Terms and Conditions shall prevail, where applicable, over any other version or any other contradictory document. They may, if necessary, be supplemented or modified by special conditions mentioned in the estimate. They are accessible at any time on the Website. Changes to these Terms and Conditions are enforceable against Customers using the Website from the time they are put online and cannot be applied to transactions concluded previously.

The validation of the order by the Customer implies acceptance without restriction or reservation of these GCS / GCU which the Customer declares to have read before his order and which he declares to accept. These CGV/CGU may be subject to subsequent modifications, the applicable version is that in force on the date of the order.

The statements herein relating to the Subscription and the use of the NOVOSTABLE mobile application, offered by NOVO SENSO and necessary for the use of the Products ("The Subscription" and "The Application") are likely to evolve following the evolution of NOVO SENSO services and/or regulations. The Customer can access the most recent version of these Terms of Use on the Application. Any user of the Products will be informed of the changes in order to be able to use the NOVO SENSO services in full knowledge of the facts and will have the possibility of accepting or refusing them.

If the Customer is no longer in agreement with these Terms of Use, he has the option of terminating his Subscription under the conditions set out herein.

2. Definition of Products

The Products offered for sale by NOVO SENSO are smart cameras - to be installed in horse boxes equipped with software ("the Software") allowing:

- To make videos of the box in which the horse is located and to access these videos in real time via the Mobile Application, as well as videos taken in the previous 1 month,
- To detect certain abnormal behaviors of the horse,
- To have certain statistical data (time spent by the horse in and out of the box),
- Take the temperature and humidity of the box.

These cameras are intended for installation in horse boxes only. The Customer must either be equipped with a wifi Internet connection, or buy Products equipped with a 3G/4G key.

The Internet connection methods differ according to the configuration and the option chosen by the Customer (wifi or 3G/4G key). The Customer's attention is drawn to the fact that a Product sold for a wifi connection cannot be used with a 3G/4G key and vice versa.

Once the Products have been installed, the Customer can consult the data and videos collected by the sensors at any time on the Mobile Application, which can be downloaded to their mobile phone. NOVO SENSO thus grants the Customer a license to access the Smart Cam One solution ("the License").

The purchase of a Product automatically entitles you to one month of free Subscription (License) to the Application.

Any License is granted on a strictly personal basis to the Customer who may nevertheless share his access codes to the Application with a maximum of 4 other users, at no additional cost. It is up to the Customer to request via his customer account a modification of said access codes if he no longer wants to allow one of said users to access the Application.

3. Product Features

The main characteristics of the Products and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented on the Website.

The Customer is required to read it before placing an order.

The choice and purchase of a Product is the sole responsibility of the Customer.

The photographs and graphics presented on the Website are not contractual and cannot engage the responsibility of NOVO SENSO.

The Customer is required to refer to the description of each Product in order to know its properties, the essential particularities and the delivery times, as well as, in the event of continuous or periodic supply of a good, the minimum duration of the contract. offers.

4. Orders

Provisions common to all orders

The Customer acknowledges having the capacity required to contract and acquire the Products offered on the website and that he is over 16 years old if he is a natural person.

It is up to the Customer to check before placing any order whether the Internet configuration available to him allows him to use the Products ordered with wifi Internet access or with a 3G/4G key. NOVO SENSO does not refund or exchange Products ordered by the Customer with an Internet configuration that does not correspond to its Internet access needs/possibilities.

It is up to the Customer to select on the Website the Products and Subscriptions that he wishes to order, according to the following terms:

On the Website, at any time, the Customer may:

- choose one or more types of "Smart Cam One WIFI" or "Smart Cam One 3G/4G" Products,
- obtain the details of the Products he has selected, by clicking on "See the product",
- continue your selection of Products by clicking on "continue my purchases",
- complete its selection of Products and order these Products by clicking on "Order".

To order the Products he has thus chosen, after having clicked on "Order", the Customer can identify himself by clicking on "Identify me", either by entering his email address and his confidential password and by clicking then on "Connect", if he has already created his account, or by completing the order form otherwise. In the latter case, the Customer must accurately complete the form made available to him, on which he will include the information necessary for his identification and in particular his surname, first name, delivery and billing postal address if he is a natural person and the name of the company, its registered office and the other elements of identification of the legal person and of the person representing the company placing the order if it is a legal person. In addition, the Customer must provide his e-mail address and a password of his choice which will be personal and confidential and which he will need to identify himself later on the Website. The Customer is informed and accepts that the entry of these two identifiers is proof of his identity and expresses his consent. The Customer has the possibility to check the details of his order, its total price and to correct any errors before confirming his acceptance. It is his responsibility to verify the accuracy of the order and to immediately report or rectify any errors.

The registration of an order on the Website is made when the Customer accepts these GCS / GCU by ticking the box provided for this purpose and validates his order. This validation implies acceptance of all of these T&Cs/GCUs as well as the general conditions of use of the Website.

The sale is final and perfect only after NOVO SENSO has sent the Customer confirmation of acceptance of the order by e-mail, which must be sent without delay and after receipt by the Customer of the full price.

Any order placed, validated by the Customer and confirmed by NOVO SENSO, under the conditions and according to the methods described above, on the Website constitutes the formation of a contract concluded at a distance between the Customer and NOVO SENSO.

Unless proven otherwise, the data recorded in the NOVO SENSO computer system constitutes proof of all transactions concluded with the Customer.

NOVO SENSO reserves the right to cancel or refuse any order from a Purchaser with whom there is a dispute relating to payment for a previous order.

The Customer will be able to follow the progress of his order on the Website if he has created an account.

Order change

Once confirmed and accepted by NOVO SENSO, under the conditions described above, the order cannot be modified or canceled, except for the exercise of the right of withdrawal or in cases of force majeure.

Technical constraints

It is up to the Customer to equip himself with all Internet connections necessary for the use of the Products, which cannot function without an Internet connection (except for Products equipped with a 3G/4G key).

ONLY A SUBSCRIPTION SUBSCRIBED TO NOVO SENSO ENABLES THE PURCHASER, AFTER THE FIRST MONTH OF SUBSCRIPTION, TO CONTINUE TO ACCESS THE APPLICATION.

THE Customer WILL NOT BE ABLE TO OBTAIN ANY REFUND FOR EQUIPMENT PURCHASED IF HE/SHE NO LONGER WISHES TO USE THE EQUIPMENT AFTER THE FIRST MONTH OF SUBSCRIPTION.

THE MATERIALS ARE NOT DESIGNED TO BE USED BY THE Customer WITH APPLICATIONS OTHER THAN THAT PROVIDED BY NOVO SENSO AND CANNOT BE USED UNDER ANY CIRCUMSTANCES WITH APPLICATIONS PROVIDED BY ANY THIRD PARTIES.

Client's account

The Customer will have the possibility of creating on the Website, his strictly personal customer space to which he will have access on computer, tablet or mobile allowing him to:

- follow his order,
- manage their Subscription,
- terminate their Subscription.

The Purchaser will have the possibility of creating on the Application his strictly personal customer space to which he will have access on tablet or mobile allowing him:

- To initialize the Products and to reset them in the cases referred to herein,
- And to have real-time access to the videos and data collected by the Products under the conditions referred to herein.

The Application does not allow the Customer to have access to his customer account and vice versa, the Customer's customer account accessible on the Website does not allow the Customer to have access to the content accessible only via the Application.

5. Durée de l'Abonnement

The purchase of the Product automatically gives the right to one month of subscription allowing the Customer to access the Application for a period of one month, a period which begins to run from the first commissioning of the Product by the Customer.

The Customer has the option, when ordering the Product or at any time during the first month of use, to subscribe to a subscription allowing him to continue to access the Application after this first month. If he does not take out a subscription, the Customer will no longer be able to access the Mobile Application after this first month.

In the event of the purchase of several Products, the Customer must subscribe to as many subscriptions as there are Products, the subscription to a subscription giving access to the Application only for a single Product and the data recorded by this only one Product.

Each subscription is taken out on a monthly basis and for an indefinite period, and takes effect on the date of subscription.

The Customer has the option to terminate a subscription for one or more Products at any time, the termination automatically taking effect at the end of the current month. This termination can be made only via the Customer account which the Customer

can access on the website www.novostable.com or by registered letter with acknowledgment of receipt sent to NOVO SENSO.

In the event of termination during the month by the Customer, the subscription remains due for the current month.

The end of the subscription results in the loss of the right to access the Application both for the Customer and for all other users authorized by the Customer to access the Application.

6. Prices and invoicing

Product sales prices are established on the basis of the number of Products ordered by the Customer and the Internet configuration chosen by the Customer (wifi or 3G / 4G).

The Mobile Application subscription prices are established on the basis of the number of subscriptions subscribed by the Customer and on a monthly or annual basis, it being reminded that the Customer cannot access the Application for a Product. Mobile only if it has taken out a subscription for the said Product.

The prices are mentioned in the estimate previously established by NOVO SENSO and accepted by the Customer.

The prices are expressed in Euros, HT and TTC. These prices are firm and not revisable during their period of validity, as indicated on the quote, NOVO SENSO reserves the right, outside this period of validity, to modify the prices at any time.

In the event of an order to a country other than mainland France, the Customer is the importer of the Product (s) concerned. For all Products shipped outside the European Union and DOM- TOM, the price will be calculated excluding tax automatically on the invoice. Customs duties or other local taxes or import duties or state taxes may be payable. They will be the responsibility and are the sole responsibility of the Customer.

The subscription price for the Mobile Application is revisable annually, on the date mentioned on the quote, or failing a date mentioned on the quote, on the anniversary date of the effective date of the subscription. These modifications will be notified to the Customer, by e-mail and / or by post, at least one month before their date of application. If the Customer does not contest these new prices within this one month period, they will be deemed to have been definitively and irrevocably accepted by the Customer. In the event that the Customer does not accept the new NOVO SENSO prices, he is free to terminate his subscription within this one month period.

Unless the Customer terminates in accordance with this paragraph, the new rate will apply automatically on the effective date indicated in the warning.

The prices do not include delivery (this will be calculated during the purchase process, at the verification stage and before validation of the order by the Customer). They do not include the installation of the Products or their connection to the Internet. The delivery costs are indicated to the Customer before validation of his order and must be paid at the same time as the Products ordered. The Customer has the option of choosing between the different delivery methods and prices offered to him on the website, to the exclusion of any other delivery method.

It is the Customer's responsibility to install and connect the Products to the Internet in accordance with the installation and connection instructions provided and then to attach, in accordance with said notices and the instructions appearing on the Application, the Products to his Customer account in order to enable him to have access to the data provided by the

Products via the Application. Otherwise, no credit or refund will be made by NOVO SENSO.

For the subscription, an invoice is established by NOVO SENSO and given to the Customer on a monthly basis at the beginning of the month.

7. Subscription payment conditions

The subscription allowing access to the data collected by a Product is payable monthly or annually.

In the event of monthly payment, this is made in advance no later than the 1st day of the month in question, by credit card. The card used is the card entered when taking out the e-commerce subscription.

In the event of annual payment, this is made in advance when subscribing to the annual subscription and the customer benefits from a reduction equal to 2 months of subscription (the price displayed when ordering takes account of this reduction). The renewal of the annual subscription is automatically made on the anniversary date if the customer fails to terminate his subscription. In the event of annual payment, the customer always has the right to terminate his subscription at any time. In the latter case, the Customer will be reimbursed by NOVO SENSO for the cost of the subscription for the period between the last day of the month in which the termination took effect and the end of the current annual period.

It is the Customer's responsibility to ensure that their card is sufficiently funded and valid.

Without prejudice to the provisions of these general conditions, any unpaid sum, any unpaid (rejection of direct debit or transfer) or any delay in payment will result in the immediate suspension of the Customer's access to the Mobile Application and to the data collected by the Products pending the regularization of the situation. The reinstatement of this access will be carried out upon receipt of payment.

From the suspension, NOVO SENSO will instruct the Client to rectify the situation within two weeks of receipt by the Client of the written notice informing him of the suspension for non-payment.

In the absence of regularization by the Customer and after reminder by registered letter with acknowledgment of receipt (or electronic registered letter), NOVO SENSO reserves the right to take any legal action. All costs incurred by NOVO SENSO will be borne by the Customer. No additional costs, higher than the costs borne by NOVO SENSO for the use of a means of payment can be charged to the Customer.

NOVO SENSO reserves the right to permanently terminate any subscription of a Customer who has not settled all unpaid bills for all subscriptions taken out by said Customer within 2 months.

Payments are only considered final after actual receipt by NOVO SENSO.

NOVO SENSO reserves the right, in the event of non-compliance with the above payment conditions, to suspend or access to the Application.

Any exchange rate charges will be borne by the Customer.

8. Deliveries and reception of the Products sold

Delivery

The Products sold are delivered to the Customer at the address and on the date mentioned in the quote and are the subject of a delivery note signed between the Customer and the carrier mentioning the list of said Products. Delivery consists of the transfer to the Customer of physical possession or control of the Product.

Unless otherwise stated in the order form, the delivery period begins to run from the receipt by NOVO SENSO of the order and confirmation of payment.

The date of delivery of the Products mentioned in the order form is given for information only.

NOVO SENSO undertakes to make its best efforts to deliver the rented Products within the deadlines specified above but cannot be held responsible for delays in deliveries caused by force majeure, weather conditions, customer delay or any fact or event attributable to the Customer or suppliers of NOVO SENSO.

NOVO SENSO cannot be held liable towards the Customer in the event of a delay in the delivery of the Products - If the Products ordered have not been delivered within 30 days after the indicative delivery date, for any other cause that force majeure, the sale may be resolved at the written request of the Customer under the conditions provided for in articles L 216-2 L216-3 and L241-4 of the French Consumer Code. The sums paid by the Customer will then be returned to him at the latest within fourteen days of the date of termination of the contract, excluding any compensation or withholding.

In the event of non-compliance with the delivery deadline, a Customer cannot request a price reduction or compensation for any damage.

Complaints

The Customer is required to verify that the Products delivered comply with the order form. In the absence of reservations expressly made by the Customer upon delivery or in writing within 48 hours of delivery, the Products delivered by NOVO SENSO will be deemed to comply with the order.

For the reservations to be admissible, the Products must not have been used by the Customer except for functional tests. Any other use constitutes acceptance without reservation.

NOVO SENSO will correct as soon as possible any product conformity defects which have been duly proven by the Customer.

9. Right of withdrawal

The transfer of ownership of the Products to the benefit of the Customer will be made on the day of delivery of the Products, regardless of the date of the order or the payment of the price.

The transfer of the risks of loss and deterioration to the Customer will be carried out concomitantly with the transfer of ownership, i.e. on the day of delivery of the products.

10. Installation and use

The installation of the Products in the horse boxes is carried out under the responsibility of the Customer who undertakes to be aware of the assembly, operation and safety rules prescribed by

regulations and NOVO SENSO. NOVO SENSO's obligation is limited to providing the operating instructions available on the website www.novostable.com or install.novostable.com.

The Customer undertakes to install and use the Products reasonably, in accordance with their destination and the regulations in force, with caution, to respect the instructions and instructions for use and safety set by the regulations and by NOVO SENSO and to maintain them in good working order. It is prohibited from any modification, arrangement or transformation of the Products.

In particular, the Customer is not authorized to open the Products for any reason whatsoever.

For the Products to function optimally, they must be installed in the exact locations indicated on the installation and assembly instructions. NOVO SENSO cannot be held responsible for any problem in the operation of the Products which are not installed in strict accordance with the said instructions.

11. Observation period, initialization, reset and change of horse

Each Product is «intelligently» designed on a self-learning basis for an initial period of 7 days.

Each Product is designed to adapt to the horse present in the box where the Product is installed. Therefore, from its activation, and for a period of 7 days from its activation, each Product is configured in «observation» mode for the purpose of analyzing the behavior of the horse during this period. This observation period will then serve as a «reference» for the Product for self-detection by the latter of «abnormal» behavior on the part of the considered horse.

It is therefore up to the Customer, during this period of 7 days from activation:

- Not to move the Products,
- Not to change the horse present in the box, • To note any suspicious or out of the ordinary behavior of the horse without using the Product or the data collected by the latter during this period,
- Not to use the Product for a horse showing signs of disease, infection or any other pathology.

In case of doubt, the Customer can contact NOVO SENSO customer service through your customer account on the website.

It is up to the Customer to restart (via the “reset” button on the camera) a new observation period:

- At each change of horse followed,
- If during the observation period abnormal or suspicious behavior has been detected by the Customer,
- If during the observation period or in the following fifteen days, the horse is affected by any diseases, infections or pathologies,
- If during the observation period or during the preceding weeks, the horse has taken medication or has suffered from pathologies that may have an impact on its behavior during the observation period,
- If more generally during the observation

period or in the preceding weeks, any fact or event could directly or indirectly modify the behavior of the horse,

The Product can only function optimally if the Customer complies with all of the aforementioned recommendations.

The use of a Product during the observation phase for a horse exhibiting abnormal behavior compared to its usual behavior, suffering from any disease, infection or pathologies whatsoever will not allow the Product to perform this intelligent learning

and may therefore following hide the detection of abnormal behavior or lead to detection errors (in particular "false positives").

The Product's detection of abnormal behavior is carried out exclusively on the basis of data collected during this observation period then serving as a reference period.

The data collected during the observation phase must not be used by the Customer or be used by the latter as a basis for determining abnormal behavior, the Product not having been designed to function optimally during this phase of observation.

12. Use of the Products for unintended purposes

The Customer agrees to:

- Do not use the Products for animals other than horses or on human beings,
- Not to use the Products for surveillance purposes or as a control device for its personnel, employees and agents having access to the boxes or to any place equipped with the said Products,
- Not to make use of the Products which would contravene the regulations and the legislation relating to labor law or compliance with the regulations relating to personal data,
- Not to use the Products for the purpose of monitoring any third party, including its Customers, having access to the boxes or to any place equipped with the said Products,
- Not to violate any law or regulation in force in the use he makes of the Products,
- Not to infringe the rights of its employees and agents or of any third parties (right to the image and right to respect for private life in particular),
- Use the Products for its own needs and in no case for the benefit of third parties and in particular not to rent the Products,
- Inform any useful person of the presence of the Products in the equipped boxes, in particular its staff, employees, agents and any person likely to enter and obtain their prior consent in terms of image rights and the use of the images and videos taken by the Products,
- Do not use a Product for more than one horse at a time and when a mare shares a box with a foal,
- Use the Products only indoors,
- Do not use the Products in means of transport,
- Do not use the Products in the event of any malfunction or breakdown.

13. Maintenance

The Customer is required to protect the Products against any degradation other than that which may result from normal use and in accordance with their intended purpose. He undertakes to immediately inform NOVO SENSO of any anomaly observed in the Products, of any malfunction of the Products.

Any repair or replacement costs resulting from the lack of maintenance incumbent on the Customer remain at their expense.

Product maintenance is the responsibility of NOVO SENSO, including the replacement of common wear parts in the normal course of use.

The Products are not waterproof. It is therefore recommended not to wash them under water.

It is necessary to clean the lens regularly for better visibility and correct detection of abnormal behavior, using a microfiber wipe. Otherwise, the Product will not be able to function normally.

14. Liability of NOVO SENSO in connection with the sale of Products – Warranty

The Products offered for sale comply with the regulations in force in France and have performances compatible with professional use.

The Products delivered by NOVO SENSO benefit from a contractual guarantee for a period of two years from the date of delivery, covering the non-compliance of the Products with the order and any hidden defect resulting from a defect in the material, of design or manufacture affecting the Products delivered and rendering them unfit for use.

The warranty forms an inseparable whole with the Product sold by NOVO SENSO. The Product may not be sold or resold altered, transformed or modified.

This warranty is limited to the replacement or reimbursement of Products that are non-compliant or affected by a defect.

In order to assert its rights, the Purchaser must inform NOVO SENSO, in writing, of the non-compliance of the Products within a maximum period of 30 days and return or send back the defective Products in the state in which they were received with all the elements (accessories, packaging, instructions, etc.).

NOVO SENSO will reimburse, replace or have repaired the Products or parts under warranty deemed non-compliant or defective. In the event of delivery, the shipping costs will be reimbursed on the basis of the invoiced price and the return costs will be reimbursed on presentation of receipts.

15. Obligations and liability of NOVO SENSO in connection with the use of the Products and the Subscription - Guarantees

NOVO SENSO is bound by an obligation of means, and undertakes to provide all means, efforts and diligence to the performance of its missions.

NOVO SENSO cannot be held responsible:

1. breakdowns, line cuts, incorrect configurations of Products or equipment not under its direct control, and in particular connections of any type provided by third-party Internet access providers,
2. any contamination and virus damage to Customer data and / or software for which the Customer is responsible,
3. loss or alteration of content hosted by NOVO SENSO insofar as NOVO SENSO is not bound by any obligation to safeguard the data collected by the Products,
4. interruptions or unavailability of access to the Application or to the data,
5. misappropriation of means of authentication or identification by the Customer's staff, agents or by any person to whom the Customer has given access to the Application,
6. fraudulent or abusive use of the Application, of the data collected or of the Products by the persons referred to above - NOVO SENSO being in this case authorized to suspend or terminate access to the Application without notice or compensation,
7. all other cases referred to in paragraphs 1 to 13 of Article 15 such as cases in which NOVO SENSO cannot be held liable.

NOVO SENSO SHALL NOT BE HELD RESPONSIBLE FOR THE NON-DETECTION BY THE PRODUCTS OF A PROBLEM OR ABNORMAL BEHAVIOR OF A HORSE.

NOVO SENSO reserves the right to suspend access to the Application and / or data at any time and without notice in the event of danger, security risk, hacking or computer breach.

NOVO SENSO can not be held responsible in the event of computer hacking of the Customer's equipment, misappropriation or theft of Products, systems of access and identification to the Application, misuse by the Customer of the Products or the Application or non-use. in accordance with the recommendations made by NOVO SENSO, interruption of telecommunications services, total or partial destruction of data stored in the Customer's equipment, following errors attributable to the Customer, his agents and more generally errors not attributable to NOVO SENSO.

NOVO SENSO's liability, if established, is limited to direct damage suffered by the Customer, to the exclusion of any indirect damage and / or suffered by third parties.

Operating losses are never covered by NOVO SENSO, as are damage suffered by the animals for which the Products are used or by the Customer as a result of the use of the data collected.

The liability of NOVO SENSO is in any case capped at the amount of the subscription paid by the Customer for the rental of the Products during the month in which the damage was noted.

16. Data collected by the Products

The Customer has, throughout the rental period, a right of access to the data collected by the Products via the Mobile Application, the data thus collected remaining the exclusive property of NOVO SENSO.

It is hereby specified that the data collected by the Products are the following: images and timelapses of the horse, temperature, humidity and brightness of the box, positional metadata of the horse in real time, profile of the horse including its name, date of birth, race as well as his profile picture. To this is added the user's profile including his profile picture, last name, first name, phone number and email address.

It is also specified that the images and videos collected are not blurred on the Application and that by giving access to other people to the Application, the Customer also gives them access to videos and photos of all people entering the field of vision of the Products.

It is therefore up to the Customer to obtain the prior written consent of all persons entering the field of vision of the Products so that the latter expressly authorize the Customer to give access to said videos and images to other users to whom the Customer has given access to the Application.

NOVO SENSO reserves the right to store and use the data collected for its own use and / or for any use of its choice, including for commercial purposes. NOVO SENSO undertakes before any use of said data, to anonymize all the data it collects concerning both the customer and the exact place of installation and the name of the horse and to blur all faces, if necessary.

The use by the Customer of the Application and the Products entails the transfer by the latter of all property rights to said data collected for the benefit of NOVO SENSO.

The Customer's attention is drawn to the obligation imposed on him under the regulations applicable to the place of installation of the Products to comply with said regulations and in particular, but without this list being exhaustive, in terms of labor law and image rights, right to privacy....

At the end of the subscription, the Customer will no longer have any right to access the data or the Application.

The Customer is not authorized to use the data collected by the Products for purposes other than the use for which the Products are intended, and in particular for the surveillance of other animals or people. He is not authorized to use the data collected

for any use other than strictly personal and in particular cannot transfer them free of charge or against payment.

THE PRODUCTS ARE NOT A MEDICAL DEVICE AND CANNOT SUBSTITUTE A MEDICAL ADVICE OR REPLACE A MEDICAL ADVICE.

THE PRODUCTS ARE ONLY A TOOL FOR DATA COLLECTION AND AID IN THE DETECTION OF ABNORMAL BEHAVIOR. IT IS UP TO THE CUSTOMER TO ANALYZE THE DATA ON ITS SOLE RESPONSIBILITY, TO VERIFY THEM FOR ITSELF OR TO HAVE THEM VERIFIED BY A MEDICAL ADVICE.

NOVO SENSO DOES NOT GUARANTEE THE TRUTH, RELIABILITY OR COMPLETENESS OF THE DATA COLLECTED OR THEIR TRANSMISSION IN REAL TIME. Like any device of this type, the data collected by the Products can lead to «false positives» or not allow the detection of certain pathologies only the intervention of the Customer and a professional (veterinarian) makes it possible to verify the cases of «False positives» or «no detection».

Although the Products may be equipped with an alert system allowing the Customer to directly receive, via the Application, the data collected in real time, NOVO SENSO MAKES NO GUARANTEES:

- AS REGARDS DATA TRANSMISSION TIMES, • AS REGARDS THE CORRECT AND COMPLETE OPERATION OF THE PRODUCTS, SOFTWARE AND APPLICATION,

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS DO NOT DETECT ALL POTENTIAL PROBLEMS OR ALL ABNORMAL BEHAVIORS OF THE HORSE. NOVO SENSO SHALL NOT BE HELD RESPONSIBLE FOR THE NON-DETECTION BY THE PRODUCTS OF ANY ABNORMAL BEHAVIOR OR ANY PROBLEM.

NOVO SENSO DOES NOT GUARANTEE THE CUSTOMER AGAINST MALFUNCTIONING OF THE PRODUCTS OR SOFTWARE nor against interruptions in data collection and transfer, regardless of the duration.

The Products are not an anti-intrusion alert device, they are not designed for such use and are not intended to replace an alarm or any anti-intrusion alert device.

17. Obligations and responsibility of the Client

The Customer will be solely responsible for the consequences of non-compliance with the obligations imposed on him by this article. The responsibility of NOVO SENSO cannot be brought into play in the event of non-compliance by the Customer with its obligations.

The Customer is responsible, as guardian, for the safety of the Products, animals, people and other equipment present in the boxes where the Products are installed. The Customer undertakes to take all measures to prevent any damage whatsoever resulting for him from any possible damage to the Products.

The Customer is solely responsible for the content of the information transmitted, disseminated or collected by himself or his IT tools.

The Customer is solely responsible for verifying the data collected by the Products and the use he makes of said data.

The Customer is solely responsible for the installation of the Products and for compliance with the conditions relating to the observation phase referred to above.

Assignment of contract

The Purchaser may not, without the prior written consent of NOVO SENSO, assign all or part of the rights available to it and

the obligations imposed on it under the present conditions. In particular, it may not grant any sub-license to use of the Application or Software.

Lack of foresight

In the event of a change in unforeseeable circumstances at the time of the conclusion of the contract, in accordance with the provisions of article 1195 of the Civil Code, the Party which has not agreed to assume an excessively onerous performance risk may request a renegotiation of the contract. to its co-contractor.

Force majeure

The Parties cannot be held liable if the non-execution or the delay in the execution of any of their obligations, as described herein, results from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

Intellectual property - right to image

Intellectual property

NOVO SENSO will remain the sole owner of all intellectual property rights on the Products and their components as well as on the result of all new developments of said Products (patentable or non-patentable) as well as of the corresponding source codes.

To this end, NOVO SENSO retains all its rights of ownership, reproduction and representation, right of adaptation, arrangement, translation, right of distribution, right of rental, right of exploitation in all its forms.

The Customer has a simple right of use for his personal use of the Products and the Software.

It may not adapt, modify, or sublet the Products, their components or the Software equipping the Products, or merge it with other software.

Image rights

NOVO SENSO remains the owner of all intellectual property rights on the photographs, presentations, studies, drawings, models, etc., produced by NOVO SENSO, subject only to the right to the image of persons entering the field of vision of the Products (which NOVO SENSO undertakes to blur in the event of external use). The Customer therefore refrains from any reproduction or use of said photographs, presentations, studies, drawings, models, etc., without the express, written and prior authorization of NOVO SENSO.

Notifications

Any notification made by one Party to the other Party must be made to be valid by registered

letter with acknowledgment of receipt sent:

- For NOVO SENSO: at the address mentioned at the top of this document,
- For the Customer: at the postal and / or email address mentioned on the order.

Applicable law - Language

These General Conditions of Sale and the operations resulting from them are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute.

Disputes

ALL DISPUTES TO WHICH THE PURCHASE AND SALE OPERATIONS CONCLUDED IN APPLICATION OF THESE GENERAL CONDITIONS OF SALE MAY GIVE RISE, CONCERNING THEIR VALIDITY, THEIR INTERPRETATION, THEIR PERFORMANCE, THEIR TERMINATION, THEIR CONSEQUENCES AND THE FOLLOWING, AND WHICH FOLLOWS MAY BE RESOLVED AMICABLY BETWEEN NOVO SENSO AND THE CUSTOMER, WILL BE SUBMITTED TO COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

Personal data

In application of law 78-17 of January 6, 1978 amended by law n ° 2018-493 of June 20, 2018, it is recalled that the personal data collected from Customers are subject to computer processing carried out by NOVO SENSO . They are recorded in its customer file and are essential for the processing of orders as well as the establishment of invoices, in particular. This information and personal data is also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any applicable guarantees.

The processing of information communicated via the Website meets the legal requirements for the protection of personal data, the information system used ensuring optimal protection of this data.

The data controller is NOVO SENSO. Access to personal data will be strictly limited to employees of the data controller, authorized to process them by virtue of their functions. The information collected may possibly be communicated to any partners of NOVO SENSO responsible for the execution, processing, management, payment and delivery of orders, without the Customer's authorization being necessary.

As part of the performance of their services, third parties have only limited access to the data and are required to use them in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, NOVO SENSO is prohibited from selling, renting, assigning or giving access to data to third parties without the Customer's prior consent, unless forced to do so for a legitimate reason. .

If the data is to be transferred outside the European Union, the Purchaser will be informed and the guarantees to secure the data will be specified to him.

In accordance with the applicable regulations, the Customer has a right of access, rectification, erasure, and portability of the data concerning him, as well as the right to oppose the processing for legitimate reasons, rights that he can exercise this by contacting the data controller at the following postal or email address: contact@novostable.com.

This right can be exercised under the conditions and according to the methods defined on the Website.

In the event of a complaint, the Purchaser may submit a complaint to the NOVO SENSO personal data protection officer.

Customer's Acceptance

These Terms and Conditions are expressly approved and accepted by the Buyer, who declares and acknowledges having perfect knowledge of them, and therefore waives the right to rely on any contradictory document and, in particular, his own general conditions of purchase. .