**General sales conditions**

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**NOVO SENSO**

### 1. Scope of Application

These general terms and conditions of sale (GTC) apply to all sales of specific video surveillance equipment and NOVOSTABLE subscription services offered by NOVO SENSO, a company registered with the Trade and Companies Register, located at 5 bis avenue du Pré Closet, 74940 Annecy.

### 2. Orders

Orders for equipment and subscription services placed with NOVO SENSO by the client are governed by these GTC. The client's validation of the quote constitutes an unconditional acceptance of these GTC. No order can be modified or cancelled upon receipt by the Service Provider of a Quote signed by the Client. All orders are subject to the validation of a quote.

### 3. Delivery

If applicable, the delivery of the equipment will be made to the address specified by the client at the time of the order and within the time frame specified in the quote.

### 4. Activation of the service

The Software may exclusively be activated and operated, either i) on a smart camera marketed by NOVO SENSO (the "**Product(s)**"), or ii) on a smart camera not marketed by NOVO SENSO but for which NOVO SENSO has confirmed compatibility with the Software in writing to the Client.

In any event, the installation of the Software and the verification of the compatibility of its equipment and products with the Software (including the verification of a sufficient internet connection) remain the sole and exclusive responsibility of the Client. In no case can NOVO SENSO be held responsible in the event of incompatibility of the equipment available to the Client with the Software or in the event of a lack of adequate Internet connection for the purpose of using the Services.

The Client acknowledges and accepts that subscribing to a Subscription implies the installation of the Software on a single device. If the Client wishes to have the Software installed on multiple devices, they must subscribe to as many Subscriptions as there are devices on which they wish the Software to be installed. The number and nature of the Subscriptions the Client wishes to subscribe to are indicated in the Quote.

Subscription services are activated upon confirmation of payment for the subscription. NOVO SENSO cannot be held responsible for delivery delays due to external factors.

**5. Pricing and Payment**

The price of the equipment and subscription is indicated at the time of ordering. Payment is made according to the terms agreed upon in the quote, and the subscription is automatically renewable unless terminated by one of the parties.

NOVO SENSO reserves the right to change its prices at any time, but orders are invoiced based on the rates in effect at the time of their registration.

**6. Withdrawal and Termination**

For products and services, the customer has a right of withdrawal of 14 days. For subscription services, the customer may terminate the subscription in accordance with the terms specified in the service offer/quote.

**7. Warranty**

Products sold by NOVO SENSO are covered by the manufacturer's legal warranty.

Subscription services are subject to specific warranties:
- Technical support available Monday through Friday from 9 am to 5 pm GMT+1 for any questions or necessary troubleshooting on the software
- Regular software updates, if necessary.
- Installation support: see condition described in the quote accepted by the client.

Subject to the provisions of this Article and the mandatory legal provisions applicable, the Service Provider expressly disclaims any express, implied, or regulatory warranty on any aspect of the Services, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

The Service Provider reminds the Client that the Software **does not constitute medical devices and that the Services should not be used as a substitute or replacement for medical advice. The Services are solely a tool for data collection and assistance in detecting abnormal behavior. It is the sole responsibility of the Client to process these Product Data, analyze them, and arrange for their verification and analysis by a medical professional. It is also reminded to the Client that the Products are not an anti-intrusion alert device and are not intended to replace an alarm or any other anti-intrusion alert device.**

**The Service Provider in no way guarantees i) the truthfulness, reliability, or completeness of the Product Data, ii) their transcription and transmission times via the Software, especially the real-time transmission of the Product Data, iii) the proper, continuous, and complete functioning of the Services.**

The Client acknowledges and accepts that the Software does not detect all changes in behavior, abnormal behaviors of horses, or any problem related to horses.

**8. Responsibility**

NOVO SENSO is not responsible for damages resulting from improper use of the products or misinterpretation of the services.

**8.1 LIMITATION OF LIABILITY**

Subject to applicable mandatory legal provisions, the Service Provider shall in no case be held liable for damages of any kind that may result from the use of the Services contrary to the conditions of use provided herein, particularly in Article 7, or non-compliance with any other instructions of the Service Provider regarding the use of the Services. Similarly, the liability of the Service Provider cannot be sought in the event of non-performance or poor performance of the Contract due to a third party or a Force Majeure Event. Generally, it is reminded that the Service Provider is bound by an obligation of means and commits to making its best efforts to observe the missions entrusted to it under the Contract.

The Client acknowledges and agrees that (i) viruses, computer worms, Trojan horses, or other unwanted data or software, or (ii) unauthorized users (e.g., hackers) may attempt to access and damage the Client's data, computers, or networks. The Service Provider can in no way be held responsible for these activities. The Client also acknowledges that the liability of the Service Provider cannot be sought, (i) in case of malfunction of the telephone or Internet network, (ii) in case of improper backup of the Product Data, (iii) in case of poor installation or configuration of the Software, (iv) in case of non-detection via the Services of abnormal horse behaviors, and (v) for any damage resulting in whole or in part from the Client's failure to comply with the obligations charged to them under these terms.

It is accepted that the Service Provider can in no case be held liable for any special, indirect, or consequential damage including without limitation the lost chance to conclude any contract or activity, loss of profit or clientele, loss of data, loss of brand image incurred by the Client under these terms. Except for bodily injury, intentional or gross fault, the total compensation due by the Service Provider to the Client in compensation for all damages suffered under the execution of the Contract shall not exceed the total amount paid by the Client under these terms, as stated in the Quote signed by the Parties.

**9. INTELLECTUAL PROPERTY**

The Service Provider remains the sole and exclusive holder of all intellectual property rights relating to the Software and the Application, including industrial property rights (trademarks, patents, designs, etc.), copyright, domain names, rights on software, rights of database producers, invention, idea, improvement, manufacturing know-how, technology, trade secret, and all other intellectual property rights (**"Intellectual Property Rights"**). As such, the Client does not benefit from and cannot claim any prerogative in terms of intellectual property under these terms, except for the provisions set forth in Article 4.1 of the General Conditions. No property rights of any kind, particularly related to the Software and the Application, are transferred to the Client under these terms.
The Service Provider also retains ownership of all developments related to the Software and the Application and may freely reuse the ideas, concepts, methods, know-how, or techniques related to programming or data processing that is or will be discovered or developed in the course of executing any Services under these terms.
The Service Provider reserves all its rights to act against the Client or any third party in the event of a violation of the Intellectual Property Rights it holds.

**10. PERSONAL DATA**

Each Party undertakes to comply with the applicable regulations regarding the protection of personal data, and in particular the provisions of Law No. 78-17 of January 6, 1978, relating to data processing, files, and freedoms, as amended by Regulation (EU) No. 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR).

In their relations, each Party is solely responsible for any damage caused by any failure to fulfill the obligations incumbent upon them under the regulations for the protection of personal data.

The Client is informed and accepts that under the Contract, the Service Provider may store, process, and use the data mentioned herein for the purposes of processing said Contract, in accordance with the applicable regulations on personal data.

This information is mandatory, strictly confidential, and intended only for the competent services of the Service Provider involved in the execution of the Contract, as well as to duly authorized third parties when such communication is strictly necessary for the declared purposes, namely in particular the perfect execution of the obligations mentioned in the Contract, the management of the customer file, and the management of billing.

The personal data collected will be kept for five (5) years from the end of the contractual relationship between the Parties. In any case, the Service Provider will not keep these data beyond the duration necessary (i) with regard to the purposes for which they are processed, and (ii) for the management of its missions and the disputes that may result therefrom, in accordance with applicable prescription rules or rules for the retention of accounting documents.

The Client has, in accordance with the national and European regulations in force, the rights to request access, rectification, erasure, limitation, or opposition to the processing, the portability of their data, or to introduce a complaint or post-mortem directives by contacting the Service Provider at the following address: contact@novostable.com. The Client may also file a complaint with the competent personal data protection authority (the National Commission for Data Processing and Liberties).

**11. SUBCONTRACTING**

The Client acknowledges and agrees that all or part of the Services under these General Conditions may be subcontracted by the Service Provider to any provider of its choice. This includes in particular the installation of the equipment or the management of the service.

**12. Applicable Law and Disputes**

These CGV  are governed by French law. Any dispute relating to their interpretation or execution falls under the jurisdiction of the competent courts at the location of the head office of NOVO SENSO.

All disputes to which these General Conditions might give rise, concerning their validity, interpretation, execution, resolution, consequences, and aftermaths, and which could not have been resolved amicably between the Parties, will be submitted to the competent courts under common law conditions.

The consumer Client is informed that they can, in any case, resort to conventional mediation, particularly with the Consumer Mediation Commission (Article L. 612-1 of the Consumer Code) or with existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example) in case of a dispute.

### 13. CONTACT – NOTIFICATIONS - COMPLAINTS

All correspondence for NOVO SENSO (including complaints) and the Client must be sent by email or registered letter with acknowledgment of receipt, to the postal and electronic addresses indicated in the Quote.

### 14 . Modification of the GGV

NOVO SENSO may modify these CGV at any time, with effect for future business relations.