

## 1. Purpose

- 1.1. These terms of use (the “**Terms of Use**”) define the terms and conditions under which a user (the “**User**”) can access the website [www.idexlab.com](http://www.idexlab.com) (the “**Website**”) and use the related online services (the “**Services**”).
- 1.2. The Website and the Services are operated by IDEXLAB SAS, a Société par Actions Simplifiée, registered under the RCS Paris number 5311998763, having its head office at 115 rue Berliet - 75013 Paris (“**ideXlab**”).
- 1.3. By accessing and using the Website the User agrees to be unconditionally bound by these Terms of Use.
- 1.4. Should a User not agree with the Terms of Use, he/she shall exit from the Website and shall not use the Services.

## 2. Access to the Website

- 2.1. The Website is accessible free of charge to every User having an Internet connection.
- 2.2. Every charge and expense required to access the Website (hardware, software or Internet access) are exclusively borne by the User. The User is solely liable for the good working order of his/her IT equipment and of his/her Internet access.
- 2.3. ideXlab can deny access to the Website to any User who does not comply with the Terms of Use.
- 2.4. ideXlab implements reasonable measures to ensure the quality of the Website but does not take any commitment in that respect. ideXlab makes its reasonable efforts to grant access to the Website on a 24/7 basis, but does not give any guarantee in that respect.
- 2.5. ideXlab shall not be liable when a User cannot access the Website because of unavailable internet network or servers beyond its control.
- 2.6. ideXlab is entitled to interrupt, temporarily suspend or to modify the access to any part of the Website, for any reason whatsoever, including inter alia in order to perform maintenance, and such interruption, suspension or modification shall not give rise to any compensation or indemnification.

## 3. Restricted Access to Registered Users

- 3.1. Access to certain pages or sections of the Website may be reserved to certain Users who previously registered themselves (individually the “**Registered User**”) following their identification with their login and password.
- 3.2. When the User fulfills the registration form, the Registered User undertakes to provide accurate, truthful and complete information.
- 3.3. In order to open an account, the Registered User will have to choose a login and a confidential password which will enable the Website to identify and to authorize the access to the restricted page of the Website.
- 3.4. The Registered User will choose his/her login and password in compliance with French laws and more specifically with public order. ideXlab may deny any login or password which does not comply with French laws and public order.
- 3.5. The Registered User acknowledges that he/she shall keep confidential his/her password. In case of fraudulent use of his/her account, the Registered User shall immediately inform ideXlab.

- 3.6. The Registered User is sole liable of the use of his/her account. Every login or publishing of data on or through the Website shall be deemed to be made under his/her sole liability.

## 4. General Rules

### 4.1. Information and content displayed on the Website

- The User shall exercise judgment when using the Website, in particular with respect to the completeness of the information and of the description of the Services.
- The content of the Website may contain inaccuracies and typographical errors.
- The User may not use the information or content of the Website for any unlawful purpose. The User may not copy, reproduce, download, broadcast, transmit, publish, store, modify, or otherwise commercially exploit or use any part of the information or content, without previous written permission from ideXlab.

### 4.2. Internet

- The User acknowledges that he/she is perfectly aware about the risks and dangers of using the Internet and other communication networks and agrees to access the Website despite of such risks and dangers.

## 5. Intellectual Property

### 5.1. ideXlab owns, or is valid licensee, of all intellectual property rights related to the Website, including inter alia:

- its domain name;
- its design, and “look and feel”;
- its name;
- its consent, logos, trademarks and database displayed on the Website.

### 5.2. ideXlab grants (i) the User a right to use the Website for information purposes only; and (ii) the Registered User a right to use the Services.

### 5.3. No content or information displayed on ideXlab’s Website and no part of the Website whatsoever shall be copied or altered without ideXlab’s express consent.

## 6. Personal Data

IdeXlab is committed to protecting and respecting the User’s privacy, in line with the EU General Data Protection Regulation (GDPR).

### 6.1. The Information ideXlab Collects on the Website:

ideXlab collects different types of information from or through the Website. The legal bases for ideXlab processing of personal data are primarily that the processing is necessary for providing the Services and that the processing is carried out in ideXlab’s legitimate interests, which are further explained in the section “How ideXlab Uses the Information it Collects”. ideXlab may also process data upon User’s consent, asking for it as appropriate.

- (a) **User-provided Information.** When using the Services a User or a Registered User may provide, and ideXlab may collect Personal Data. Examples of Personal Data include name, email address, mailing address, mobile phone number, and credit card or other billing information. Personal Data also include other information, such as geographic area or preferences, when any such information is linked to information that identifies a specific individual. A User may provide ideXlab with Personal Data in various ways on the Services. For example, when a User registers to the Services, stores information,

interacts with other users of the Services through communication or messaging capabilities, or sends ideXlab customer service -related requests.

- (b) **Information Collected by Users.** A User may store or collect data into the Services. Each User is responsible for providing notice to third persons concerning the purpose for which they collect their Personal Data and how this Personal Data is processed in or through the Services as part of User data.
- (c) **“Automatically Collected” Information.** When a User uses the Services, ideXlab may automatically record certain information from the User’s device by using various types of technology, including cookies, “clear gifs” or “web beacons.” This “automatically collected” information may include IP address or other device address or ID, web browser and/or device type, the web pages or sites visited just before or just after using the Services, the pages or other content the User or Visitor views or interacts with on the Services, and the dates and times of the visit, access, or use of the Services. This information is gathered from all Users and Registered Users.
- (d) **Information Collected from other sources.**

ideXlab may obtain information, including Personal Data, from third parties and sources other than the Services, Personal Data of Expert, any individual which proposes a solution to an innovation challenge launched by a User and which/who may be selected by ideXlab according to its selection process (The “Expert”). ideXlab collects contact details and other information about Experts from third parties, including:

- Social networks, when data are publicly accessible;
- Service providers that help ideXlab determine an affiliation of the Expert
- Publicly-available sources and data suppliers from which ideXlab obtains data to validate or supplement the information ideXlab holds.

## 6.2. How ideXlab Uses the Information it Collects

ideXlab uses the information that it collects in a variety of ways in providing the Services and operating its business, including the followings:

### (a) **Operations**

ideXlab uses the information - other than User Data - to operate, maintain, enhance and provide all features of the Services, to provide the services and information that User requests, to respond to comments and questions and to provide support to users of the Services. ideXlab processes User Data solely in accordance with the directions provided by the applicable User.

### (b) **Improvements**

ideXlab uses the information to understand and analyze the usage trends and preferences of Users, to improve the Services, and to develop new products, services, feature, and functionality. Should this purpose require ideXlab to process User Data, then the data will only be used in anonymized or aggregated form.

### (c) **Communications**

ideXlab may use a User’s email address or other information - other than User Data - to contact that User (i) for administrative purposes such as customer service, to address intellectual property infringement, right of privacy violations or defamation issues related to the User Data or Personal Data posted on the Services or (ii) for updates on promotions and events, related to products and services offered by ideXlab and by third parties we work with. A User has the ability to opt-out of receiving any promotional communication as described below under “User’s Choices.”

**(d) Cookies and Tracking Technologies**

ideXlab uses automatically collected information and other information collected on the Services through cookies and similar technologies to: (i) personalize our Services, such as remembering a User's information so that the User will not have to re-enter it during a visit or on subsequent visits; (ii) provide customized content, and information; (iii) monitor and analyze the effectiveness of Services and marketing activities; (iv) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (v) track the User's entries, submissions, and status in any promotions or other activities on the Services. Users can obtain more information about cookies by visiting <http://www.allaboutcookies.org>.

**(e) Analytics**

ideXlab uses Google Analytics to measure and evaluate access to and traffic on the Public Area of the Site and create user navigation reports for ideXlab's Site administrators. Google operates independently from ideXlab and has its own privacy policy, which ideXlab strongly suggest you review. Google may use the information collected through Google Analytics to evaluate Users' and Visitors' activity on our Site. For more information, see Google Analytics Privacy and Data Sharing.

ideXlab takes measures to protect the technical information collected by its use of Google Analytics. The data collected will only be used on a need to know basis, to resolve technical issues, to administer the Site and identify visitor preferences; but in this case, the data will be in non-identifiable form. ideXlab does not use any of this information to identify Users.

**6.3. To whom ideXlab discloses Information**

Except as described in this Policy, ideXlab will not intentionally disclose the Personal Data or User Data that it collects or stores on the Services to third parties without the consent of the applicable User, or for legitimate interest for Experts Personal Data. ideXlab may disclose information to third parties if a User consents to us doing so, as well as in the following circumstances:

**(a) Unrestricted Information**

Any information that a User voluntarily chooses to include in a Public Area of the Services, such as a public question page, will be available to any User who has access to that content.

**(b) Non Personally Identifiable Information**

ideXlab may make certain automatically-collected, aggregated, or otherwise non-personally-identifiable information available to third parties for various purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes.

**(c) Law Enforcement, Legal Process and Compliance**

ideXlab may disclose Personal Data or other information if required to do so by law or in the good-faith belief that such action is necessary to comply with applicable laws, in response to a facially valid court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

ideXlab also reserves the right to disclose Personal Data or other information that it believes, in good faith, is appropriate or necessary to (i) take precaution against liability, (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity, (iii) investigate and defend itself against any third party claims or allegations, (iv) protect the security or integrity of

the Services and any facilities or equipment used to make the Services available, or (v) protect our property or other legal rights, enforce our contracts, or protect the rights, property, or safety of others.

(d) Information Collected from other sources

ideXlab discloses as well Personal Data of Experts as contact details and other information about Experts identified with the Services from third parties, including:

- Social networks when Data is publicly available.
- Service providers that help ideXlab determine affiliation of the Expert.
- Publicly-available sources and data suppliers from which ideXlab obtains data to validate or supplement the information it holds.

#### 6.4. Change of Ownership

Information about Users, including Personal Data, may be disclosed and otherwise transferred to an acquirer, successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets and only if the recipient of the User Data commits to a Privacy Policy that has terms substantially consistent with our policy.

User Data may be physically or electronically transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets, for the sole purpose of continuing the operation of the Services, and only if the recipient of the User Data commits to a Privacy Policy that has terms substantially consistent with our Policy .

#### 6.5. User's Choices

(a) Access, Correction, Deletion

ideXlab respects User's privacy rights and provides with reasonable access to the Personal Data that a User may have provided through his/her use of the Services. If a User wishes to access or amend any other Personal Data ideXlab holds about him, or to request that ideXlab deletes or transfers any information about the User that ideXlab has obtained, the User may contact ideXlab as set forth in the "How to Contact ideXlab" section. At User's request, ideXlab will have any reference to the User deleted or blocked in ideXlab's database.

User may update, correct, or delete his/her profile's information and preferences at any time by accessing his profile settings page on the Services. Please note that while any changes User makes will be reflected in active User databases instantly or within a reasonable period of time, ideXlab may retain all information a User submits for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where ideXlab otherwise reasonably believes that it has a legitimate reason to do so.

A User may decline to share certain Personal Data with ideXlab, in which case ideXlab may not be able to provide to the User some of the features and functionality of the Services.

At any time, The User may object to the processing of his Personal Data, on legitimate grounds, except if otherwise permitted by applicable law. If a User believes his/her right to privacy granted by applicable data protection laws has been infringed upon, he/she can contact ideXlab Data Protection Officer at [dpo@idexlab.com](mailto:dpo@idexlab.com). The User also has a right to lodge a complaint with data protection authorities.

This provision does not apply to Personal Data that is part of User Data. In this case, the management of the User Data is subject to the User's own Privacy Policy, and any request for access, correction or deletion should be made to the User responsible for the uploading and storage of such data into the Services.

(b) Navigation Information

A User may opt out from the collection of navigation information about his/her visit to the Site by Google Analytics by using the Google [Analytics Opt-out](#) feature.

(c) Opting out from Commercial Communications

If a User receives commercial emails from ideXlab, he/she may unsubscribe at any time by following the instructions contained within the email or by sending an email to the address provided in the "How to Contact ideXlab" section.

Users are able to view and modify settings related to the nature and frequency of promotional communications that they receive from ideXlab by accessing the "Profile" tab on the Services.

Users should be aware that if they opt-out of receiving commercial emails from ideXlab or otherwise modify the nature or frequency of promotional communications they receive from ideXlab, it may take up to ten (10) business days to be processed. Additionally, even after a User opts-out from receiving commercial messages from ideXlab, he/she will continue to receive administrative messages from ideXlab regarding the Services.

## 6.6. Data Security

ideXlab follows generally accepted industry standards to protect the information submitted to ideXlab, both during transmission and once it receives it. ideXlab maintains appropriate administrative, technical and physical safeguards to protect Personal Data against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the Personal Data in our possession. This includes, for example, firewalls, password protection and other access and authentication controls. ideXlab uses SSL technology to encrypt data during transmission through public internet. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. IdeXlab cannot ensure or warrant the security of any information a User transmits to ideXlab or stores on the Services, and he/she does so at his/her own risk. ideXlab also cannot guarantee that such information may not be accessed, disclosed, altered, or

destroyed by breach of any of our physical, technical, or managerial safeguards. If a User believes his Personal Data has been compromised, he/she can contact ideXlab as set forth in the “How to Contact ideXlab” section. If ideXlab learns of a security system breach, it will inform Users and the authorities of the occurrence of the breach in accordance with applicable laws.

#### 6.7. Data Retention

ideXlab only retains the Personal Data collected from a User for as long as the User’s account is active or otherwise for a limited period of time as long as ideXlab needs it to fulfill the purposes for which it has initially collected it, unless otherwise required by law. ideXlab will retain and use information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements as follows:

- the contents of closed accounts are deleted within 3 months of the date of closure;
- backups are kept for 12 months;
- billing information is retained for a period of 10 years as of their provision to ideXlab.
- information on legal transactions between User and ideXlab is retained for a period of 10 years as of their provision to ideXlab.

#### 6.8. Data Transfer

- (a) ideXlab may transfer, process and store Personal Data it collects through the Services in centralized databases and with service providers located in EU.
- (b) The Services are hosted in EU datacenter.

## 7. Amendments and changes to the Terms of Use

- 7.1. ideXlab can modify or amend the Terms of Use at any time. As a consequence, the User shall regularly check the last available version of the Terms of Use.
- 7.2. The User is free to no longer access the Website or use the Services if the amended version of the Terms of Use is not satisfactory to him/her.
- 7.3. Every amendment to the Terms of Use will come into effect upon its publishing and display on the Website.

## 8. Contributions

8.1. Contributions on sections or pages of the Website available to all Users  
If a User submits any text or material to the Website:

- (a) The User hereby grants ideXlab a non-exclusive, royalty-free, transferable, world-wide license from the date of that submission, to copy, reproduce, download, broadcast, transmit, publish, store, modify, adapt, or otherwise commercially exploit or use his/her contribution(s) in any manner and in any media for the full term of the intellectual property rights that may subsist in his/her contribution(s) (including any renewals, reversions, revivals or extensions thereof);

- (b) The User hereby waives any and all moral rights in your contribution(s) to which he/she may be entitled under the laws of any applicable jurisdiction to the extent required to enable ideXlab to exercise the rights granted at (a) above;
  - (c) The User warrants that his/her contribution(s) will not infringe the intellectual property rights of any person and will not be defamatory;
  - (d) The User indemnifies ideXlab, its subsidiaries, shareholders and employees against all losses, claims, costs and expenses that may be incurred or suffered by any of them as a result of the breach of any of the above warranties;
  - (e) The User agrees that its contribution is made available to all Users and that ideXlab cannot guarantee that the contribution will not be copied or used by any third party. Consequently, the User accepts all risks associated with the display of the contribution on the Website and its free access by all Users.
- 8.2. The User agrees that any contribution(s) must not be vulgar, abusive, offensive, defamatory, objectionable or otherwise unlawful.
- 8.3. Contributions on sections or pages of the Website are available to Registered Users only.  
If a Registered User submits any text or material on sections or pages of the Website available to all Registered Users (whether in response to any request or otherwise):
- (a) The User hereby grants ideXlab a non-exclusive, royalty-free, transferable, world-wide license from the date of that submission, for the sole purpose of copying, reproducing, downloading and publishing such contribution on the Website only for the full term of the intellectual property rights that may subsist in his/her contribution(s) (including any renewals, reversions, revivals or extensions thereof);
  - (b) The User warrants that his/her contribution(s) will not infringe the intellectual property rights of any person and will not be defamatory;
  - (c) The User indemnifies ideXlab, its subsidiaries, shareholders and employees against all losses, claims, costs and expenses that may be incurred or suffered by any of them as a result of the breach of any of the above warranties.
- 8.4. The User shall refrain from submitting any contribution(s) to the Website if he/she does not agree to grant the license and provide the warranties set out above.
- 8.5. ideXlab reserves the right (at its discretion) to edit or delete any contribution(s) or temporarily or permanently suspend any User's access at any time when the warranties set out above are infringed by the User.

## 9. No Guaranty

- 9.1. ideXlab disclaims all guaranties and conditions, whether expressed or implied, including but not limited to guaranties or conditions of title, merchantability and fitness for a particular purpose, with respect to the Website and the Services.
- 9.2. ideXlab does not guaranty that the Website will be uninterrupted in particular in case of Force Majeure.
- 9.3. ideXlab does not warrant that the Website will be free of viruses or other harmful content or components.

## 10. Liability

Neither ideXlab nor any of its representatives, shareholders or employees shall be liable for any direct or indirect and for consequential loss or damage (whether arising



from any use or loss of data, loss or profits, loss of business or otherwise) arising in connection with the use of the Website or Services.

## 11. Miscellaneous

- 11.1. If at any time any provision of the Terms of Use is or becomes illegal, invalid or unenforceable in any respect, this shall not affect or impair the legality, validity or enforceability of any other provision of the Terms of Use.
- 11.2. The Terms of Use do not apply to any third party web sites whether or not such sites are linked to ideXlab's website.
- 11.3. Failure by either ideXlab to exercise any right or remedy under the Terms of Use does not constitute a waiver of that right or remedy.
- 11.4. Headings in these terms are for convenience only and will have no legal meaning.

## 12. Applicable law - Court

- 12.1. The Terms of Use are governed by and construed in accordance with French laws.
- 12.2. Paris courts shall have exclusive jurisdiction in respect of any dispute or matter arising out of or connected with the Terms of Use.

## 13. How to Contact ideXlab

ideXlab, 157 Boulevard Macdonald - 75019 Paris

e-mail: [contact@idexlab.com](mailto:contact@idexlab.com)

[dpo@idexlab.com](mailto:dpo@idexlab.com)

Phone: +33 (0)9 67 21 95 90