

GENERAL CONDITIONS OF USE

Last update: March 30, 2021

1. PURPOSE

The website www.miraklsummit2021.com (hereinafter the "**Website**"), published by the company Mirakl (hereinafter "**Mirakl**"), is the Website set up by Mirakl for the purpose of organizing the Platform Pioneer Summit US 2021 and the Platform Pioneer Summit EMEA 2021 (each, an "Event").

Access, consultation, browsing and/or use of the Website implies full acceptance of this document (hereinafter "**General Conditions of Use**"), which defines the terms of use of the Website by any person accessing, consulting, browsing or using all or part of the Website (hereinafter "**User**").

Therefore, before any use of the Website, the User is invited to read these General Conditions of Use. If the User refuses all or part of any of the provisions of these General Conditions of Use, he / she is requested not to use the Website and the services offered therein.

These General Conditions of Use are accessible at any time on the Website.

Should you have any questions, you may directly contact Mirakl by sending an email to marketing@mirakl.com.

2. INTELLECTUAL PROPERTY RIGHTS

The Website and all its elements or which are made available to Users, in particular trademarks, logos, photographs, programs, source codes, data, databases, animated or non-animated images, sounds, drawings, graphics, videos or texts, downloadable resources from the Website, layout, appearance, structure, as well as any other element not related to links towards third party websites, are the property of Mirakl or are subject to a license granted in its favor by any owner of intellectual property rights.

All these elements are subject to the provisions of French and international regulations applicable to intellectual property and, consequently, are protected against any use not authorised by the law or these General Conditions of Use under penalty - in the event of failure to do so - of legal proceedings.

Mirakl grants to each User a personal, non-exclusive and royalty-free license to use the Website, for its own use and in the sole purpose of the operations authorized herein.

Subject to these rights of use granted to the User by Mirakl, use of the Website does not imply any license or transfer of rights relating to the elements of the Website to the User. In particular, any copy, reproduction, representation, adaptation, modification, distribution of all or part of the Website as well as all or part of its content, by any process whatsoever and on any medium whatsoever is illegal, unless prior, express and written authorization of Mirakl or the holder of intellectual property rights.

Failure to comply with these stipulations, in particular for the purposes of commercial exploitation, may be subject to prosecution on the basis of an infringement action and/or an action for unfair competition and/or parasitism on the part of the holders of the rights in question. This is without prejudice to Mirakl's other rights, in particular the right to obtain compensation for damages.

3. WEBSITE AND SERVICES ACCESS

Access to the Website is technically possible twenty-four (24) hours a day and seven (7) days per week, unless in case of force majeure, possible breakdowns or any operation of maintenance necessary for the good running of the Website.

The User acknowledges having the skills and means necessary to access and use the Website and the services offered therein. In this respect, the User must have a computer or any other device with an Internet connection, the settings of which enable the proper functioning of the Website and the services offered on it.

In general, the User declares that he or she is aware of the risks associated with browsing websites and using online services and accepts them. In particular, the User acknowledges that the information that passes through or is stored there may be intercepted or altered independently of the will of Mirakl.

As such, it is strongly recommended that the User take all necessary precautions to protect himself/herself against the effects of hacking, in particular by adopting a secure and appropriate computer configuration of his/her computer, cell phone or any other device, for example by installing regularly updated virus detection software.

4. SERVICES OFFERED ON THE WEBSITE

4.1. Conditions of access to the Website's services

To benefit from all the services offered on the Website, the User must:

- to be of legal age;
- to have the required capacity to benefit from the services;
- to use the Website and the services offered on it in accordance with these General Conditions of Use.

To access the Website's services, the User also must fill in the mandatory fields of the form attached to the request service. The User guarantees the truthfulness and accuracy of the information provided in the Website's forms. **To learn more about the use of his/her personal information by Mirakl, the User is invited to consult the Website's [Privacy Policy](#).**

4.2. Access to resources available on the Website

The Website provides the User with downloadable resources (Platform Pioneer awards submission guidelines, as well as other documents). The purpose of these resources is to provide the User with information on how to submit its application for the Event and/or information regarding marketplaces. The intellectual property rights granted to the User concerning these resources are those specified in Article 2 of these General Condition of Use.

4.3. Registration for the Event

The purpose of this Website is to describe the Event and to facilitate the User's registration. The User can register for the Event *via* the Website.

5. GENERAL OBLIGATIONS OF THE USER

The User undertakes to use the Website and the services offered therein in a manner consistent with these General Conditions of Use and in particular not to use them for commercial purposes, prospecting, solicitation or advertising.

The User also agrees not to:

- behave likely to undermine the integrity, functioning or security of the information system on which the Website and the services offered on it are based;
- intrude or attempt to intrude into Mirakl's information systems;
- attack or attempt to attack on the authentication and other security measures of the Website;
- collect, extract or use, in any way whatsoever, information on the Website;
- and more generally, to act in a manner likely to infringe the rights and interests of Mirakl.

In the event of any breach or fraudulent use of the Website observed by Mirakl, the latter reserves the right to terminate this contractual relationship, ipso jure, without notice or compensation, as well as to block the User's account, as well as any future access by the User to all or part of the Website and the services offered therein.

6. DISCLAIMER OF LIABILITY

The Website and the services offered therein are provided to the User free of charge. Despite the care taken in its design and the analysis of its content, the Website cannot be free of errors, periods of unavailability, faults or defects and Mirakl does not guarantee the accuracy, quality, legality or suitability for a particular purpose of the Website, the services offered and the content published therein.

The User is solely liable for the use he/she intends to make of the Website and the preservation of the security and integrity of its data, hardware and software when he/she accesses the Website or services.

Thus, Mirakl cannot be held liable for:

- any dysfunction or bad condition of IT's User equipment during or after User browsing on the Website, as well as in case of impossibility of access, poor User conditions on the Website attributable to these devices, the provider of Internet access, Internet network congestion, or any other reason external to Mirakl;
- electronic or phone communications expenses induced by the use of User's equipment which shall be exclusively borne by the User and will not be borne by Mirakl;
- any temporary, partial or total unavailability of the Website, in particular in the event of maintenance, technical incident and, more generally, in case of an event beyond the control of Mirakl;
- any consequences that may arise from the contents of the websites referred by external links that may be displayed on the Website;
- any indirect damage that may be suffered by the User;
- any damage suffered by the User or a third party resulting from the use of the Website or the services offered on it that does not comply with these General Conditions of Use ;
- any breach of the obligations provided by these General Conditions of Use which would arise or would originate from a fortuitous event or a case of force majeure (act of god).

In the event that Mirakl is held liable for damage not provided for in this article, its liability will be limited to certain, real and direct damage.

Consequently, under no circumstances shall Mirakl, its managers, employees and, in general, its representatives and partners, be held liable for any indirect damage resulting from the use of the Website and the services offered therein, as well as the content published therein, and in particular for loss of profit, loss of opportunity or damage resulting from loss of data caused by the impossibility of using the Website and the services offered therein.



7. MODIFICATION

These General Conditions of Use are dated accurately and may be modified and updated by Mirakl at any time, particularly in the event of changes to the services offered on the Website or to applicable regulations. Consequently, the User is invited to consult the General Conditions of Use each time he/she accesses the Website.

8. TERMINATION OF THE WEBSITE OR SERVICES

Mirakl reserves the right to temporarily or permanently suspend access to all or part of the Website or the services offered on it, in particular in the event of cessation of activity related to the provision of the Website or in the event of insolvency proceedings.

9. CONTRACT ASSIGNMENT

Subject to the applicable law, the User agrees that these General Conditions of Use binding him/her to Mirakl, may be assigned, transferred or provided, in any way, to a third party. As part of the transfer of the company to a third party, these General Conditions of Use binding the User to Mirakl, will be automatically transferred to the assignee.

10. HYPERLINKS

The Website is likely to contain a certain number of hypertext links to third party websites, other than those published by Mirakl, set up with the latter's authorization. However, Mirakl is not in a position to verify the content of third party websites visited in this way and therefore assumes no liability for this fact.

12. GOVERNING LAW / JURISDICTION

These General Conditions of Use are governed by, interpreted and enforced in accordance with the laws of the state of Delaware.

In the event of a dispute relating to their interpretation or execution, Mirakl and the User shall seek, before any litigation, an amicable agreement and shall provide each other with all necessary information to this effect.

In the absence of an amicable agreement between Mirakl and the User within a period of two (2) months from the notification of the dispute to the other party, express jurisdiction is given to the state and federal courts of Delaware.