

## **Terms & Conditions of Use of the [www.intratone.com](http://www.intratone.com) website**

The [www.intratone.com](http://www.intratone.com) website is the property of SAS COGELEC, registered in the RCS of La Roche-Sur-Yon, under reference 433.034.782, and whose registered office is at 1 Rue de l'Industrie, 85290 MORTAGNE SUR SEVRE, FRANCE, hereinafter the supplier.

The management of sites equipped with INTRATONE HABITATION devices is performed exclusively via the Internet using the [www.intratone.com](http://www.intratone.com) website on which user data is hosted and managed. The purpose of these Terms & Conditions is to define the conditions under which users host and manage their data using the [www.intratone.com](http://www.intratone.com) website.

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### **Services**

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Users are able to host the data required for the management of their sites equipped with INTRATONE HABITATION devices and to manage said data by means of remotely accessing, via the Internet network, the [www.intratone.com](http://www.intratone.com) website.

The supplier provides:

- hosting of user data,
- daily data backups on secure media covering five consecutive working days,
- access to the software used to manage user data,
- hotline and technical support services.

The supplier reserves the option to enhance the functions of the [www.intratone.com](http://www.intratone.com) website, the screens and the format of the data handled in order to continuously improve the services offered to users.

The user accepts the principle of these enhancements, without prior notification of their contents or date.

The supplier also reserves the right to enhance the embedded programs installed in INTRATONE HABITATION devices.

As the services provided by the supplier are aimed at optimising the operation of sites equipped with INTRATONE HABITATION devices, they are provided free of charge.

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### **Provision of the software package**

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Since the software package remains on the supplier's server, no media relating to the package shall be provided, as access is granted by means of establishing a connection to the supplier's server and providing the user with login details.

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### **Login details**

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Access to user data is granted by means of an account opened in the user's name, and to which a number shall be assigned. This number must be provided in all correspondence.

When opening this account, the supplier provides the user with login details including a user name and a PIN code which are needed to access the data hosted on the site and the software used to manage the data.

These login details are unique, personal and strictly confidential.

Both the supplier and the user undertake to maintain the confidentiality of the above.

The user shall have sole responsibility for their use.

Any use of the login details shall irrefutably be deemed to constitute use of the service by the user, to which the user gives his or her express consent.

The user undertakes to inform the supplier immediately regarding any theft or breach of confidentiality of the login details. The latter shall only be changed at the user's written request.

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### **Obligations of the supplier**

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The supplier undertakes to provide appropriate human resources and equipment for the hosting and management of user data, and to ensure continuous unlimited access to the service, subject to system downtime not exceeding 48 working hours.

The supplier shall not be held liable for any delays in updating the user's database, particularly in the event of unavailability of the Internet connection or of GSM or landline telephone networks.

The supplier undertakes to carry out daily backups of data on secure media and to store the log for a maximum duration of five consecutive working days.

The supplier undertakes to maintain the integrity and confidentiality of user data, both during its transmission and while it is hosted.

The supplier shall neither consult nor use the user data.

The supplier offers a service for the hosting of user data and access to said data in order to enable its management.

It shall in no case be liable, inter alia:

- For the supply and/or installation of the equipment
- For the configuration of said equipment
- For the protection of work stations and/or the network from viruses and so on
- For training in the use of the equipment, the software and/or the database
- For improper and incorrect use of the equipment, the software and/or the database
- For any malfunctioning of the Internet network, the user's network or equipment, etc.

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### **Obligations of the user**

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The user undertakes to comply with the terms and conditions of use of the website, and with any instructions given by the supplier.

In particular, the user undertakes to enter and transmit data with due care, while observing the formats, procedures and transmission intervals defined.

It is the user's sole responsibility to check the accuracy and completeness of the data transmitted.

The user shall, in particular, ensure that the following are entered correctly:

- The serial number of the central units to be configured,
- If applicable, the landline telephone numbers to which the central units are connected,
- If applicable, the GSM INTRATONE TELECOM contract number for each of the central units concerned,
- The devices installed on these central units and, specifically, their connection to the central units,
- Entry points to the site and, specifically, the relationship between these entry points and the device controlling them.

The user shall ensure that the equipment installed on the site is described correctly and in accurate detail.

The user undertakes to grant access to the site by authorised members of staff only. The user shall ensure, in particular, that his/her login details remain confidential.

It is also the user's responsibility to have the appropriate configuration, particularly with regard to devices, software, networks, work stations, connections, cabling, etc.

The supplier shall inform the user of the minimum compatibility requirements of its remote processing system.

The user shall take full responsibility for purchasing or renting these work stations, and for installing and maintaining them.

The user shall use the data hosting and management services through the [www.intratone.com](http://www.intratone.com) website under his/her sole responsibility.

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### **Agreement in relation to proof**

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The electronic records stored by the supplier shall act as proof that transmissions and processing have been carried out.

It is the supplier's responsibility to store these records in conditions that guarantee the security and integrity of the data.

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### **Ownership and confidentiality of data**

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**Ownership of the [www.intratone.com](http://www.intratone.com) website and of the software:** the supplier owns the intellectual property rights related to the [www.intratone.com](http://www.intratone.com) website and to the software it uses. No transfer of rights shall be conferred on the user.

The latter shall be entitled to personal, non-exclusive and non-transferable use of the functions offered by the [www.intratone.com](http://www.intratone.com) website by means of remote access.

It is, in particular, formally forbidden for the user:

- to make any form of reproduction or representation of the [www.intratone.com](http://www.intratone.com) website and the software it uses,
- to interfere with the [www.intratone.com](http://www.intratone.com) website in any manner and for whatever reason whatsoever, including to correct any errors, as corrective and upgrade maintenance is provided by the supplier,
- to modify or seek to circumvent any of the [www.intratone.com](http://www.intratone.com) website's security systems.

**Ownership of data:** the user shall remain the owner of all data and information transmitted, subject to the right to access and make corrections, to which the user must consent, in accordance with legislation concerning data protection and freedom of information.

**Confidentiality:** the supplier undertakes to implement appropriate technical resources in order to ensure the confidentiality and security of user data.

The supplier shall refrain from communicating this data to third parties in any form whatsoever.

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### **Legislation concerning data protection and freedom of information**

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This website is the subject of a declaration made to the COMMISSION NATIONALE INFORMATIQUE ET LIBERTES (CNIL), registered under reference 1616495 V0 and this website is respecting local legislations and is compliant with the UK DATA PROTECTION ACT of 1998.

The setting up of the service requires the creation, by the client managing the data-processing, of a database including, inter alia, residents' names and landline and/or mobile telephone numbers. This database is hosted on the www.intratone.com website and managed by the client by means of a specific login and password. Clients' attention is drawn to the fact that this data of a personal nature falls within the scope of the law in force in France, called "informatique & libertés" (data protection and freedom of information) no. 78-28/29 17 dated 6 January 1978.

Clients' attention is also drawn to the fact that the supplier provides the means to enable use of the service. It is the clients' responsibility to determine their own data management and administration policy with a level of security and restriction of access to the data in accordance with the 1978 law referred to above.

The client's obligations as the person responsible for data-processing are, inter alia:

- To designate a natural person to take charge of each data-processing task;
- To define a security and access control policy for personal data;
- To inform and obtain the consent of end users prior to any data collection;
- To notify the CNIL regarding the creation of the file and its characteristics, except in the case of exemptions pursuant to the law, or by the CNIL, or in the case of the appointment of a data protection and freedom of information contact person;
- To enable end-users to exercise their rights by using all means to inform them;
- To ensure data security and confidentiality in order to avoid it being distorted or communicated to unauthorised third parties;
- To submit to on-site audits and checks by the CNIL, and to respond to any request for information which it may formulate in the context of its assignments.

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## Term

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The supplier shall provide the services for an indefinite term.

The supplier may terminate the services by serving six months' notice, which shall take effect from the first service of notice sent registered post with acknowledgement of receipt to the user, stipulating the end of the contractual relationship.

In the event of termination at the user's request, this may take effect within a shorter time period but one sufficient to enable the supplier to make a complete backup of the user's data.

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## Termination

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1°) In the event of breach by either of the parties of its contractual obligations herein, the contractual relationship may be terminated at the discretion of the injured party.

This termination shall automatically take effect eight days after first service of notice of default, declaring the intention to apply this clause, having remained without effect in whole or in part. Notice of default may be served by registered post with acknowledgement of receipt, or by an extra-judicial act.

2°) The user may also terminate the supplier's services in the event that the latter, owing to insufficient capacity of its server dedicated to hosting the user's data, has to outsource said hosting and use a subcontractor.

In this case, the user may terminate the contractual relationship by means of sufficient notice to enable the supplier to carry out a complete backup of its data.

3°) The supplier reserves the right, in the event of a user failing to access the data hosted on the www.intratone.com website for a period of more than one month, to terminate their contractual relationship, without prior notice or notice of default.

In this event, the supplier undertakes to store, in its original condition, the user's data for a maximum period of six months, following which said data shall be destroyed.

4°) In the event that the supplier's services are suspended, for any reason which is beyond its control, the user may terminate the contractual relationship at the end of a period of eight days with effect from the first service of notice of default sent by registered post with acknowledgement of receipt, (or by an extra-judicial act), remaining without effect in whole or in part.

Such notice of default must refer to the intention to apply this clause.

5°) Termination of the contractual relationship for any reason whatsoever shall not give rise to payment of damages or interest by either party.

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### **Disputes**

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**Any disputes relating to the validity, interpretation or execution of this agreement shall come under the exclusive jurisdiction of the Commercial Court in LA ROCHE-SUR-YON, including summary proceedings, notwithstanding the introduction of third parties, or proceedings involving several defendants, if all the parties can be qualified as traders as defined in article 48 of the French Code of Civil Procedure.**