

TERMS AND CONDITIONS OF USE OF THE FREE COVAL® MOBILE APPLICATION

RECITALS

The COVAL Mobile Application and the services it generates are published by COVAL, a simplified limited company with capital of €401,708, headquartered at ZA des Petits Champs, 26120 Montélier, France, registered on the Romans trade and companies register under the reference B 339 840 662. COVAL, as the publisher, holds all the rights to the Applications and the services associated with them.

The COVAL Mobile Application is compatible with the mobile operating systems Android (versions 8.1 and above) developed by Google and iOS (versions 13 and above) developed by Apple.

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The Mobile Application is hosted by:
Google Play or Apple Store

1. DEFINITIONS

This clause defines the key terms used in these Terms and Conditions of Use.

Mobile Application: means the mobile application and the services associated with it. This consists primarily of a computer programme, updates to this computer programme and some or all of the following elements: database, editorial content, graphics, photo and video. Access to the computer programme is provided by COVAL via the *User's Mobile Terminals*.

Documentation: means all the information published by COVAL in relation to the Connected Equipment and the operations of the company (notices, hypertext links to sales brochures, legal information and COVAL Websites).

Personal Data: means any information that identifies the User, either directly or indirectly.

Technical Data: means any technical data relating to the Connected Equipment used by the User and in particular information about the Connected Equipment (references, firmware versions, COVAL serial no.), diagnostic data ("cycle counters") and configuration data ("**Process parameters**", "**Product parameters**", "**User parameters**" and "**Parameter sets**").

Connected Equipment: means certain COVAL products (e.g. GVMAX HD and CMS HD vacuum

pumps) purchased by the *User* which are compatible with *NFC technology*.

Websites: means all COVAL webpages and linked resources that can be accessed via a URL address.

NFC (Near Field Communication) technology: means a wireless information communication technology used to transmit data and files between a piece of Connected Equipment and a Mobile Terminal compatible with this technology.

Mobile Terminals: means the *User's* mobile terminals (e.g. smartphones, tablets) equipped with the Android operating system (version 8.1 and above) or the iOS operating system (version 13 and above) with *NFC Technology* capability on which the Mobile Application is installed and run.

User: means any physical person over the age of majority who is responsible for using the *Mobile Application*.

2. SUBJECT

These terms and conditions of use (hereafter the "terms") serve to define how the Mobile Application published by COVAL and/or its subsidiaries (hereafter "COVAL"), and the services associated with it, are to be accessed and used.

3. SCOPE OF TERMS

These terms govern the relationship between COVAL and the Users of the Mobile Application and apply without restriction or reserve each time the Mobile Application is downloaded or used.

By downloading and/or using the Mobile Application, the User is confirming that they have read, understood and accepted the terms. Any User that does not accept these terms or is not prepared to comply with them must not use the Mobile Application. In such a case, the User is advised to uninstall the Mobile Application from their Mobile Terminal.

The User acknowledges that these terms apply only between them and COVAL, and not between them and the provider of the online marketplace on which the Mobile Application was made available to download.

The User also acknowledges that as the publisher, COVAL is solely responsible for the Mobile Application for which it grants a licence, its content and all claims, guarantees and assistance relating to its use.

These terms can be accessed at any time within the Mobile Application, via the "About" section of the main menu, and will take precedence over any other contradictory version or document that may exist.

COVAL reserves the right to amend these terms at any time that it may deem appropriate, without notice and without any requirement to communicate the changes to Users in advance. Users will be informed that these terms have been amended by the publication of updated terms. The amended terms will take effect as soon as they are published. By continuing to use the Mobile Application after the publication of a new version of these terms, the User accepts the new version.

Users are therefore advised to read these terms very carefully and to check the updated terms regularly, either in the “About” section as mentioned above or on the “Mobile Application terms” tab of the COVAL website which can be accessed via the following URL: <https://www.coval-international.com/>

4. DESCRIPTION OF SERVICES

Once an NFC connection has been established between the Mobile Terminals and the Connected Equipment, the Mobile Application enables the User to:

- access Technical Data,
- access and exchange information by which the User can be identified,
- set and configure the Connected Equipment,
- make a diagnosis on the Connected Equipment and,
- access COVAL documentation.

5. ACCESS TO THE SERVICES

The Mobile Application can be downloaded free of charge via Google’s Google Play platform or via Apple’s App Store platform.

Before downloading the Mobile Application, the User must ensure that their *Mobile Terminal* is equipped with either the Android operating system, version 8.1 (or above), or the iOS operating system, version 13 (or above), and it is compatible with NFC technology.

Once the User has downloaded the Mobile Application, they can access it from anywhere, so long as they have an internet connection. The User shall bear all costs involved in accessing the service (computer equipment, internet access etc.).

The Mobile Application may be accessed and/or used strictly for business purposes only when using the Connected Equipment and requires the User’s Personal Data to be transmitted on first use. Subsequently, this information will be pre-completed each time the Mobile Application is opened.

COVAL will use all the means available to it to provide good access to the services offered via its Mobile Application, subject to the provisions in articles 6 and 8 of these terms.

6. MANAGEMENT AND MODIFICATIONS

For purposes linked to the management and performance of its Mobile Application, COVAL may at any time:

- suspend, interrupt or limit access to all or part of its Mobile Application without giving notice in order to perform corrective and/or perfective maintenance and to apply updates. Users will refrain from requesting any compensation following an interruption, suspension, or modification to the Mobile Application.
- delete any information liable to disrupt the smooth running of the system or which contravenes national or international laws.

COVAL reserves the right to launch new services but also, if required, without notice and at its sole discretion, to delete, improve, or modify all or part of the functions, characteristics, sections or services of its Mobile Application.

7. INTELLECTUAL PROPERTY

The Mobile Application is protected by French copyright law. The title of the Mobile Application and all the intellectual property rights to the Mobile Application (texts, slogans, drawings, images, animated sequences, with or without sound, and all works contained in them) will at all times remain the property of COVAL.

The Mobile Application may be reproduced or used, on paper or in digital format, so long as this is for strictly personal purposes only, and not for any advertising and/or commercial and/or information purposes, and so long as the reproduction or usage complies with the provisions of article L122-5 of the French Intellectual Property Code.

With the exception of the provisions above, and unless prior agreement has been received from COVAL, all reproduction, representation, use or modification, by any process whatsoever and in any format whatsoever, of all or part of the Mobile Application, or all or part of the content of which it is formed, is strictly prohibited and constitutes a counterfeiting offence. The user of the Mobile Application is not granted any licence or right in respect of intellectual property rights or copyright beyond the right to use the Mobile Application for the purpose for which it is provided.

COVAL grants users of the Mobile Application a non-exclusive and non-sublicensable right to use it only on Mobile Terminals with NFC Technology capability within the limits of these terms and in particular but not solely in compliance with the restrictions on exporting contained in them. COVAL reserves all rights that are not expressly granted to the User under these terms.

When the User connects the Connected Equipment to the Mobile Application (via NFC Technology), they accept that, if they so authorize at the identification stage (by checking the box marked “Authorize the transmission of diagnostic data to COVAL servers” – **which is unchecked by default**) the Technical Data will automatically be collected and processed by COVAL. The same applies to Technical Data that the User emails to COVAL of their own free will via the Mobile Application.

COVAL acquires the right to access and process this Technical Data. As part of these terms, the User grants COVAL a free, sub-licensable, transferable, non-exclusive, worldwide right to use, host, transmit, display, copy, analyse, and reproduce the Technical Data for diagnostic and statistical purposes and to provide the services offered by the Mobile Application, as laid down in these terms.

The User has the facility, when carrying out maintenance on the Connected Equipment, to use the Mobile Application to automatically enter references by scanning identification labels (data matrices) on the Connected Equipment. For this function to operate, the Mobile Application must be given permission to access the Mobile Terminal’s camera. The Mobile Application uses the camera solely to read the data matrix. No images are stored in the Mobile Terminal.

8. RESPONSIBILITY

8.1. User’s responsibilities

The User is fully responsible for the Mobile Terminals and certain Connected Equipment required to use the Mobile Application.

The User must ensure that the Mobile Terminals are in good working order and correctly configured. Consequently, the User will attend to the compatibility, correct installation, operation, and maintenance of their Mobile Terminals and ensure that they are interoperable with the Connected Equipment and the Mobile Application.

The User is also responsible for any malfunction, virus attacks, or hacking attempts relating to their *Mobile Terminals* and their operating system.

The User is in addition responsible for the Technical Data that they import and export via the Mobile Application.

The User is responsible for any legal action against them as a result of loss caused to themselves, third parties and/or the Connected Equipment as a result of using the Mobile Application or of failure to comply with these terms.

8.2. COVAL’s responsibilities

COVAL is responsible for properly fulfilling its contractual obligations under these terms and under the legislation and standards in force.

COVAL will use all the means available to it to provide access to its Mobile Applications and their features.

8.3 Exclusions and limitations of responsibility

COVAL may in no way be held responsible by the User or by a third party for any indirect, incidental, special, or consequential loss, including but not limited to any loss of profit or other indirect loss, resulting from the use of the Mobile Application. This limitation of responsibilities applies to the fullest extent permitted by law.

COVAL may not be held responsible in the case of failure to perform or insufficient performance of these terms attributable to the User or an unauthorized third party, due to the unforeseeable or insurmountable actions of a third party, or in a case of force majeure. In particular, COVAL may not be held responsible in the event:

- that the User’s Mobile Terminals are incompatible or malfunction, in particular due to their age,
- that the Connected Equipment is obsolete,
- that access to the Mobile Application or a feature of it is prevented by failure, breakdown, difficulty, or temporary stoppage,
- of a case of force majeure or the unforeseeable or insurmountable actions of a third party.

COVAL expressly excludes any form of warranty, and in particular any implied warranty relating to the habitual conditions of use of its Mobile Application or the suitability of its Mobile Application for any standard or specific usage, to its quality and to compliance with all legal provisions. This limitation of responsibilities applies to the fullest extent permitted by law.

9. DATA PROTECTION

9.1 As regards Technical Data

COVAL works to ensure the safety and confidentiality of the Technical Data automatically collected when the Connected Equipment is connected to the Mobile Application in compliance with the relevant legislation.

This Technical Data is received by accredited COVAL staff, and by any sub-contractors and partners located within the European Union that it may use and to third parties as required to fulfil COVAL’s legal obligations and exercise or assert its rights or defend itself against action (for example data could be communicated in the

context of a legal case or arbitration, or transmitted to the administrative authorities responsible for enforcing regulations, to the public prosecutor's department, under an order or requisition, or to legal advisers).

COVAL hosts the Technical Data processed on secured servers located in the European Union.

9.2 As regards Personal Data

In connection with the use of the Mobile Application, COVAL may also process Personal Data communicated by the User of their own free will to COVAL by way of the Mobile Application (the User's family name, given name, company, and email address).

This Personal Data is used for the following purposes:

- to supply the services and provide access to the features of the Mobile Application,
- to manage the use of the Mobile Application by the User,
- to confirm the User's identity,
- to answer and access specific requests,
- and to any reasonable extent, in application of the current terms, to constitute and justify legal recourse and to prevent any attempted fraud or other unlawful activity, including attacks against COVAL's information systems.

COVAL needs to process the Personal Data to achieve the objectives listed above. Unless otherwise indicated when the Personal Data is collected, the legal basis for this treatment is that:

- consent to the processing of the Personal Data has been given by the User (lawfulness of processing under the provisions of Article 6, paragraph 1.a, of the European Union General Data Protection Regulation (GDPR)),
- the processing is necessary for the performance of the contract to which the data subject is a party (lawfulness of processing under the provisions of Article 6, paragraph 1.b, of the GDPR), or
- the processing is necessary for the purposes of the legitimate interests pursued by the controller, in order to efficiently provide or manage the services supplied by the Mobile Application (lawfulness of processing under the provisions of Article 6, paragraph 1.f, of the GDPR).

COVAL works to ensure the security and confidentiality of the Personal Data collected when the Mobile Application is used in compliance with the relevant legislation.

The Personal Data is processed by accredited COVAL staff and by any sub-contractors and partners located within the European Union that it may use for the

purposes listed above in this clause.

COVAL hosts the Personal Data that it processes on secure servers located in the European Union and takes all the measures necessary to ensure that the Personal Data is processed securely.

COVAL is authorized to transfer this Personal Data:

- to other COVAL group companies and third parties, in particular its business partners and suppliers, only if and in so far as such a transfer is necessary for the purposes listed above,
- to COVAL's IT service providers (sub-contractors responsible for data processing) that process Personal Data solely for the purposes of operating the services supplied by the Mobile Application (for example hosting, IT maintenance, and technical assistance services),
- to third parties as required to fulfil COVAL's legal obligations and exercise or assert its rights or defend itself against actions (for example data could be communicated in the context of a legal case or arbitration, or transmitted to the administrative authorities responsible for enforcing regulations, to the public prosecutor's department, under an order or requisition, or to legal advisers).

Recipients of the Personal Data may be located in countries outside the European Economic Area ("third countries") where the laws in force do not offer the same level of protection for personal data as the respective law in the country of which the persons in question are nationals. In such cases, COVAL will take steps to ensure that appropriate and adequate mechanisms are put in place to protect the personal data by other means.

COVAL only communicates Personal Data to COVAL group companies in third countries on the condition that they apply COVAL's Binding Corporate Rules (BCR) in this respect. These rules ensure that a level of data protection comparable to that offered by EU law exists in all COVAL entities, regardless of the countries in which they are located.

COVAL only communicates Personal Data to recipients outside the company located in third countries on the condition that these recipients (i) have signed with COVAL the European Commission's standard contractual clauses, (ii) apply within their entity the corporate rules (BCR) or (iii), for recipients located in the USA, hold EU-U.S. Privacy shield certification. Anyone affected by this can contact COVAL to obtain further information and copies of the protection procedures.

Unless express consent was given at the time the

Personal Data was communicated (for example by completing a consent form), COVAL will erase the Personal Data as soon as it is no longer required for the purposes for which it was collected or processed in another form and COVAL is no longer legally required to retain it under legislation (legal or commercial, for example).

Any User that has explicitly given COVAL consent to process certain items of Personal Data can withdraw that consent at any time, with immediate effect. The fact that consent is withdrawn does not affect the lawfulness of processing under the consent granted previously. If consent is withdrawn, COVAL will not continue to process the Personal Data unless there exists another lawful basis for processing.

Under data protection legislation, the User has the right, so long as they fulfil the applicable legal conditions:

- to obtain from COVAL confirmation that their Personal Data has been processed, and if applicable, to access this Personal Data,
- to require COVAL to rectify any incorrect Personal Data about them,
- to require COVAL to erase their Personal Data,
- to require COVAL to restrict the processing of their Personal Data,
- to portability for the Personal Data that they have specifically communicated, and,
- to object to the processing of their Personal Data in specific circumstances.

The COVAL staff responsible for data protection are available to answer any question, request, or complaint that any User may have in relation to the confidentiality of Personal Data and Technical Data and should they wish to exercise their rights regarding this data. The staff responsible for data protection at COVAL can be contacted by emailing coval@coval.com.

The departments responsible for data protection at COVAL will provide the best possible service in response to any requests or questions communicated to them.

If necessary, Users have the right to lodge a complaint with CNIL, the French data protection agency, via the online service which can be accessed at: <https://www.cnil.fr/fr/plaintes>.

10. TERM AND CANCELLATION

The User of the Mobile Application can cancel these terms by right and at any time by uninstalling the Mobile Application from their Mobile Terminal. Any User that does not accept these terms will be deemed

not to have accepted prior versions of them.

COVAL may, at any time, terminate access to the Mobile Application if the User has breached the provisions of these terms.

11. APPLICABLE LAW

These terms are governed by and interpreted under French law.

In the event of any grievance relating to the use of the Mobile Application, the User can have recourse to contractual mediation or any other alternative dispute resolution method.

Subject to any specific allocation of jurisdiction resulting from a particular law or regulation, the courts with jurisdiction at the location of COVAL's head office will have jurisdiction over any dispute which cannot be settled amicably or through a mediation procedure

12. CONTACT

Any User that encounters a problem while using the Mobile Application can contact: coval@coval.com.