

Terms and Conditions of Use (Stampyt Auto app)

Website presentation

These terms and conditions of use govern the relationship between:

The company Imaweb France, under the name Stampyt, a simplified company limited by shares with a capital of €7,129,523, registered in the Paris Trade and Companies Register under number 853 271 153, whose registered office is located at 44 rue Pasquier - 75008 Paris, represented by its legal representative, Mr. Julian Ciccale Smit, Chairman, domiciled in this capacity at the aforementioned registered office, and duly empowered for the purpose hereof.

Party of the first part:

The users of the Stampyt Auto Application and the websites referenced under the domain names, www.stamp.yt, auto.stamp.yt, and www.stamp.yt

Party of the second part:

/Preamble

The company Imaweb France, hereinafter referred to as Stampyt, operates the Stampyt Auto Application and various websites accessible at www.stamp.yt, www.auto.stamp.yt, and www.stampyt.fr by means of available technologies and, in particular, a computer or a mobile terminal, in order to present its products and services.

Although accessible to the general public, Imaweb France's websites are intended for a professional audience. It is not the purpose of the Stampyt websites to conclude any contract, in particular, for sales or services, through the intermediary of the aforementioned websites and Application. Any commercial relationship will lead to a personalized contact, to the issuance of a service offer, and to the conclusion of a contract. Any consultation of Stampyt's websites implies acceptance of these terms and conditions of use without any reservation. These terms and conditions of use can be downloaded in a non-modifiable format by clicking on the link, hereinafter referred to as the Stampyt Auto TCU.

/Article 1 – Legal Information

The Stampyt Auto mobile application and the websites www.stamp.yt, www.auto.stamp.yt, and www.stampyt.fr are published by the company Imaweb France,

Imaweb France, a simplified company limited by shares with a capital of €7,129,523, registered in the Paris Trade and Companies Register under number 853 271 153, whose registered office is located at 44 rue Pasquier - 75008 Paris, Intra-community VAT number FR58853271153. The publishing director is Mr. Julian Ciccale Smit, a partner, who can be reached at the company's registered office at 44 rue Pasquier – 75008 Paris, as well as by email at the following address: contact@stamp.yt or by telephone at +33 (0)2 51 48 78 38. The Stampyt Auto mobile application and the websites www.stamp.yt, www.auto.stamp.yt, and www.stampyt.fr are the exclusive property of Imaweb France. The websites www.stamp.yt and www.auto.stamp.yt are hosted by Clever Cloud SAS, a simplified company limited by shares with a capital of 17,625 EUR, registered in the NANTES Trade and Companies Register under the number B 524 172 699, whose head office is located at 3 rue de l'Allier, 44000 Nantes, France. The website www.stamp.fr is hosted by Clever OVH, a simplified company limited by shares with a capital of 10,069,000.20 EUR, registered in the NANTES Trade and Companies Register under the number 424 761 419, whose head office is located at 2 rue Kellermann 59100 ROUBAIX.

/Article 2 – Definitions.

In these terms and conditions of use, words or expressions beginning with a capital letter shall have the following meaning:

Website(s):

All the pages, databases, and resources (images, sounds, documents, etc.) accessible via the domain names www.stamp.yt and www.stampyt.fr, regardless of the medium (PC, mobile, etc.). By extension, the expression the Website also refers to the legal representative of the website.

Service(s) and Application:

Without specific mention, defines all the services, functionalities, and tools offered on the Stampyt Auto Application and the websites www.stamp.yt, www.auto.stamp.yt, and www.stampyt.fr.

Administrator:

The administrator of the Stampyt Auto Application and the websites www.stamp.yt, www.auto.stamp.yt, and www.stampyt.fr is the company Imaweb France, owner of the Application and the websites. Imaweb France is the owner of the Stampyt Auto Application and the domain names www.stamp.yt and www.stampyt.fr. The Administrator can be reached at contact@stamp.yt.

Users:

Any person who uses the Stampyt Auto Application or visits one or more of the websites' pages.

/Article 3 – Access to services - Processing and Confidentiality of Personal Data

Access to the websites implies knowledge and acceptance of these terms and conditions of use, which are accessible from all pages of the websites visited and can be downloaded as a non-modifiable file by clicking on the Stampyt Auto TCU link hereinafter.

In addition, any User may request from the Administrator of the Stampyt Auto Application or of the website visited at the following address: contact@stamp.yt that the up-to-date terms and conditions of use be sent to him/her in a permanent format. The User is hereby informed that, during his/her visits to the websites, one or more cookies may be automatically installed in his/her browsing software. These files contain non-sensitive information used by the website, such as logging into a user account or storing display preferences. The administrator may record the IP address of a User; the purpose of collecting this information is to make it easier to use the Websites and to allow access to certain Services. Additional cookies may be added, with the user's consent, to allow Imaweb France to have statistics on the use of its Application and Websites. In accordance with the recommendations of the CNIL, these cookies are not installed without the user's consent and can be revoked at any time without affecting the use of services. Imaweb France only collects and processes the user's personal data in connection with and for the purposes of the contact form on its various websites and the Application. The processing of these data is done in accordance with the French legislation on the processing of personal data, under the supervision of the CNIL. In accordance with Article 32 of French Law no. 78-17 on Information Technology, Data Files and Civil Liberties of January 6, 1978, as amended, Imaweb France, the data controller, hereby informs the User that it is processing personal data concerning him/her. The information communicated by the User, through the forms available in the Application and on the websites, is intended for the authorized personnel of Imaweb France, for the purpose of making commercial contact at the User's request. The User has the right to access, question, modify, rectify, and delete his/her personal data. The User also has the right to object to the processing of his/her personal data, for legitimate reasons, as well as the right to object to his/her data being used for commercial prospecting purposes. To exercise his/her rights, the user must send a letter to Imaweb France, 44 rue Pasquier – 75008 Paris or by email to contact@stamp.yt.

/Article 4 – Intellectual Property.

Imaweb France is the owner of the Stampyt Auto Application and of the websites www.stamp.yt, www.auto.stamp.yt, and www.stampyt.fr, both in terms of its technical components and textual or other graphics, with the exception of third-party logos and trademarks for which it has received permission to reproduce.

The content put online in the Application and on the Websites by Imaweb France also belongs to the latter. Imaweb France is therefore the sole owner of all intellectual property rights

relating to the Services, the Application, the Websites, and their contents as well as the software and databases that ensure their operation. Use of the Websites, the Services, and the Application does not give Users any rights to any of these elements. The Websites and the Application, which are the property of Imaweb France, as well as each of the elements of which they are composed independently, and in particular programs, specific developments, and content including data, texts, still, or animated images, robotics, sounds, graphics, files, are the exclusive property of Imaweb France or of third parties who have granted it a license. Any total or partial representation of the Websites, the Application, or any of their components without the express authorization of Imaweb France is forbidden and would constitute an infringement punishable by Articles L335-2 et seq. of the French Intellectual Property Code. The databases appearing on the Websites and in the Application are protected by Articles L341-1 et seq. of the French Intellectual Property Code, and any extraction or reuse of the content of these databases, whether qualitative or quantitative, is punishable.

/Article 5 – Termination.

. Imaweb France is entitled, by operation of law, to immediately suspend access to the Websites and the Application in the event of non-compliance with these terms and conditions of use.

/Article 6 – Responsibilities.

All hardware and software necessary to access the Websites or the Application remain the sole responsibility of the User. It is the user's responsibility to take all appropriate measures to protect its own data, information system and/or software from contamination by any viruses.

Due to the particular nature of the Internet, access to the website may be interrupted or restricted for reasons beyond Imaweb France's control. In this case, Imaweb France cannot be held responsible. Imaweb France cannot be held responsible in case of interruption of access to the Website or the Application due to maintenance operations, updates, or technical improvements, or to change the content and/or the presentation. Imaweb France reserves the right, at any time and without prior notice, to modify any information on the Website or the Application in order to update it or to correct any error or inaccuracy. Imaweb France is not responsible for the content of third-party websites, which are accessible via hyperlinks on the Website or in the Application.

/Article 7 – Minimum Technical Requirements.

Security:

The User acknowledges that he/she has the necessary skills and means to access the Websites and the Application. The User acknowledges that he/she has verified that the computer configuration used does not contain any viruses and that it is in perfect working order. The User is informed that he/she must use either the updated Firefox or Chrome browser to browse the Websites. To benefit from all the features, javascript must be enabled in the browser and cookies must be allowed (default setting). The user can use any type of

smartphone running an Android version higher than 4.2.2 (Jelly Bean) or an IOS version higher than iOS 9.0, provided that the minimum camera resolution of the device is 8 MP. Imaweb France cannot guarantee the accuracy and completeness of the information published on its Website and in its Application, nor the permanence of its proper functioning and computer security. Imaweb France makes every effort to provide Users with available and verified information and tools, but cannot be held responsible for errors, lack of availability of information and/or the presence of viruses or other logical infections on its Website or Application.

/Article 8 – Changes to the Terms of Use.

These terms and conditions of use may be modified by Imaweb France at any time and without prior notice.

The user is, therefore, encouraged to regularly consult the latest updated version available to all and permanently accessible on all pages of the website by clicking on the “Terms and Conditions of Use” tab or on the login screen of the Stampyt Auto Application. The modified Terms and Conditions of Use come into force as soon as they are published online, and will, therefore, apply by operation of law. The latest version of the Terms and Conditions of Use that is valid is that of May 1st, 2023.

/Article 9 – Governing Law.

These terms and conditions of use are governed by the laws of France, to the exclusion of any other.

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