



<p style="text-align: center;"><b>WEBSITE CHARTER</b> COYOTE SYSTEM</p>
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**Version effective from April 2024**

## **1. LEGAL NOTICES**

The website accessible at <https://www.coyote.pl/> (hereinafter "the Website") is published by COYOTE SYSTEM, a simplified joint-stock company with a share capital of EUR 3,412,340.40, registered in the Nanterre Trade and Companies Register (RCS) under the number 518 905 476, with its registered office at 25, quai Gallieni, 92150 Suresnes, France (hereinafter "the **Company**").

VAT: FR09518905476

The Website's Publishing Director is SAFETY SYSTEMS GROUP, in its capacity of Chair.

The Website is hosted by MICROSOFT IRELAND OPERATIONS LIMITED (Microsoft AZURE), a foreign company not registered in the Trade and Companies Register, with SIREN number 419 423 728 and with its registered office at ONE MICROSOFT PLACE, LEOPARDSTOWN, DUBLIN 18 D18 P521.

## **2. ACCEPTANCE OF THE WEBSITE CHARTER**

The purpose of this document is to define the terms and conditions (hereinafter "the **Charter**") under which the Company makes available to users (hereinafter "the **Users**") the option of browsing and using the Website.

Use of the Website implies full, complete and unreserved adherence to this Charter.

## **3. USE OF THE SITE**

Before using the Website, Users must ensure that they have the technical and IT means allowing them to browse and use the Website. They must also ensure that the computer configuration of their hardware/equipment is in good working order and free from viruses.

The Company reserves the right to modify, revise, delete, validate or amend, in whole or in part, any content (hereinafter the "**Content**") appearing or displayed on the Website.

The Company may delete, change or modify the Website and/or the Content at any time.



#### 4. USER OBLIGATIONS

By using the Website, Users agree:

- to refrain from using the Website illegally, for any illegal purpose or in a manner that is incompatible with this Charter;
- not to use the Website to post insulting, libellous, harassing, defamatory, obscene, pornographic or threatening messages, and/or infringe on the privacy of others;
- not to sell, copy, reproduce, rent, lend, distribute, transfer or sublicense all or part of the elements, information and Content appearing on the Website and/or allow any third party to use or access the Website for any purpose whatsoever, or to decompile, reverse engineer, disassemble, modify, display in a form readable by Users, attempt to discover any source code or use any software activating or comprising any part of the Website;
- to respect other Users;
- not to collect and store personal data relating to other Users, for any purpose whatsoever;
- not to disseminate content that could constitute incitement to commit crimes or offences, constitute provocation to discrimination, racial hatred, and, more generally, that could be contrary to the laws and regulations in force, these terms of use, and good morals and public order;
- not to disseminate information of an ideological, religious, political or ethnic nature;
- not to disseminate content likely to endanger minors, including the dissemination of messages of a violent or pornographic nature;
- not to attempt to mislead other Users by impersonating the name or pseudonym of another person;
- not to display, transmit by email or in any other form, any element infringing any patent, registered trademark, manufacturing secret, intellectual property right or any other property right belonging to third parties;
- not to display, transmit by email or in any other form, any unsolicited or unauthorised advertising or promotional material (in particular to engage in "spam", or any other form of solicitation);



- not to use the Website for any abusive purposes, by deliberately introducing viruses or any other malware into the Website and attempting to access the Website in an unauthorised manner;
- not to defame the Website and/or the Company and/or other Users on social networks or any other means of communication.

If, for any reason, the Company deems Users are not complying with this Charter, it may at any time, and at its sole discretion, remove their access to the Website and take any measures, including any legal action, against said Users.

## **5. ACCURACY AND LAWFULNESS OF INFORMATION**

Users undertake to ensure that all the information they provide, in particular information concerning them, is appropriate, accurate, up-to-date and complete.

Users acknowledge that the Company does not have the resources to verify the veracity of all the information on the Website. The Company may not therefore be held liable in the event of identity theft, or for the fact that the information stated may be false or misleading.

Furthermore, the Company does not guarantee the timeliness, lawfulness, probity or quality of the information submitted by Users.

## **6. INTELLECTUAL PROPERTY**

By accessing the Website, Users expressly acknowledge that the Website and the Content made available to Users, in particular images, photographs, designs, graphics, drawings, models, layouts, logos, brands, texts and so on are the exclusive property of the Company and are protected by the French Intellectual Property Code and by the applicable international treaties and agreements relating to the protection of intellectual property rights. As such, this information may not be reproduced without the express consent of the Company, under penalty of legal proceedings of a civil and criminal nature.

The Company is the sole holder of all rights, titles and interests relating to the Website and the Content, including all intellectual property rights including, but not limited to, all rights relating to copyrights, design rights, trademarks, signs, trade names, company names, domain names, technology, know-how, processes, formulae, source codes and executable codes, data and similar rights, including information relating to any request, any registration or renewal thereof which may be protected by the laws, regulations or rules on intellectual property of any country.



The Company grants to Users a non-exclusive licence to be able to use the Website and the Content within the strict scope of this Charter.

Any reproduction, representation, adaptation, exploitation, distribution, dissemination, commercial use, translation, arrangement, transformation or any creation of derivative or composite works of all or part of the works and/or any other Content appearing on the Website on any medium whatsoever and by any process whatsoever, current or future, is expressly prohibited. These actions are liable to constitute acts of infringement punishable under criminal and civil law, rendering the perpetrator liable.

The systematic and repeated extraction of the information and Content appearing on the Website is strictly prohibited and may be sanctioned under intellectual property law and database law *sui generis*. Any illegal extraction may incur civil and criminal liability on the part of its perpetrator.

## **7. LIABILITY**

The Company shall not be liable for any damage resulting from a fraudulent intrusion by a third party, outside of the Company's control, having led to a modification or alteration of the information/Content appearing on the Website or having harmed any User of this Website; and more generally for any damage, whatever the cause, origin, nature or consequences, caused due to a third party's access to the Website or the inability to access it, outside of the Company's control.

Under no circumstances may the Company be held liable for technical problems or failures relating to Users' telephone networks, online computer systems, servers, internet access providers, computer equipment and/or software.

## **8. COOKIES – LINKS**

The provisions relating to the placement of cookies on the Website are set out in the Cookie Management Policy available on the Website.

The Company shall not be held liable for hyperlinks established on the Website to other websites or other internet sources or content (hereinafter "**External Sources**").

To the extent that the Company cannot control such External Sources, Users acknowledge that the Company may not be held liable for the provision of such External Sources, and may not be held liable for any content, advertisements, products, services or any other materials available on or from such External Sources.



## **9. INFORMATION ABOUT TRADEMARKS**

"COYOTE SYSTEM" as well as all other Company brands and logos (hereinafter jointly referred to as "the **Trademarks**") are protected by European and international intellectual property laws. Unless expressly authorised in writing by the Company, Users shall refrain from using, registering or distributing the Trademarks in any way and for any reason whatsoever. This prohibition shall extend to all signs reproducing the Company's Trademarks, such as, but not limited to, company names, trade names, signs, domain names, drawings or models, and more.

## **10. PROTECTION OF PERSONAL DATA**

The provisions relating to the protection of personal data are set out in the Personal Data Protection Policy available on the Website.

## **11. APPLICABLE LAW – COMPETENT JURISDICTION – MEDIATION**

This Charter is governed by and interpreted in accordance with French law, without taking into account the rules applicable in the event of conflicts of laws.

Any dispute relating to browsing of the Website is subject to the exclusive competence of the competent court in Paris, with the exception of disputes related to non-commercial entities, for whom the legal regulations on the attribution of competence apply.

## **12. CONTACT**

The Company may be contacted by email: **contact@moncoyote.com**.

The Company may be contacted by mail: **25 quai Gallieni, 92150 Suresnes, FRANCE**.

The Company may be contacted by telephone: **+33 (0)1 76 49 48 47**.