

## IZNEO WEBSITE TERMS OF USE

Last updated: 5 December 2016

The website <http://www.izneo.com>, as well as all applications developed by IZNEO (hereinafter referred to as "the Website"), enables the reading of Franco-Belgian, U.S. and Manga comic books in digital format, published by the company IZNEO, a "société par actions simplifiée" (simplified joint-stock company), registered with the Registre du Commerce et des Sociétés (Trade and Companies Register) of Paris under number 522 564 392, with a capital of 660,000 euros, located at 66 rue Marceau, 93100, Montreuil.

IZNEO is hereinafter referred to as "IZNEO" for these terms of use (hereinafter referred to as "Terms of Use"). These Terms of Use complete the General Terms and Conditions of Sale, which can be accessed [here](#).

The Website provides any user registered on the Website with a service for the reading of digital Franco-Belgian, U.S. and Manga comic books, as well as for sharing and discussion related to such content (hereinafter referred to as the "Content").

In order to register on the Website, any user that is a natural person (hereinafter referred to as the "User(s)") must first create a personal account and accept these Website Terms of Use upon registration.

Users accept and undertake to comply with these Terms of Use, failing which they recognize that they will be unable to access the Website's services.

Use of the Website is authorized for private home viewing only. Any use of the Website for purposes other than private home viewing is expressly forbidden.

### ARTICLE 1 – WEBSITE DESCRIPTION

#### 1.1. Conditions of access to the Content:

IZNEO is an online bookstore, specialized in Franco-Belgian, U.S. and Manga comic books.

Access to the Content on a personal computer is only possible via the Website.

Use of the services provided by IZNEO requires a broadband/high-speed Internet connection. Such a connection is not provided by IZNEO; it is the responsibility of the User to subscribe to a broadband/high-speed Internet connection prior to use of the services provided by IZNEO.

The catalogue of Content available on the Website depends on the agreements in force with holders of rights and is therefore liable to change. IZNEO in no way guarantees the presence of any particular title, album or series in the catalogue of Content. Similarly, IZNEO in no way guarantees that any particular title, album or series available in the catalogue will remain so indefinitely. IZNEO shall in no way be liable for the removal or deactivation of Content in the catalogue provided.

#### 1.2. User Account:

Access to all IZNEO functions is subject to the creation of a user account (hereinafter referred to as "the User Account").

Following the creation of a User Account, IZNEO provides Users with access to a selection of Content, accessible from a catalogue devoted to reading, for a duration of 10 (ten) days.

The User Account allows access to reading of Content or to Subscriptions providing access to Content, after payment has been made therefor, as specified in the General Terms and Conditions

of Sale

The User Account provides access, via synchronization, to digital Franco-Belgian, U.S. and Manga comic books on all devices available on the market. Content may be read offline by downloading it in the IZNEO application.

The User Account may only be accessed from a single connection at any one time. IZNEO employs technical measures to verify the absence of multiple simultaneous connections to a single User Account and detect multiple connection attempts.

It is physically impossible for IZNEO to verify the correctness or veracity of information provided. Users therefore recognize that they may be liable to both IZNEO and third parties for any erroneous, incomplete or spurious information provided. In the event that erroneous, incomplete or spurious information is provided (or in the event that information is not updated when required), IZNEO may suspend or delete the User's registration, with immediate effect and without prior warning.

When the User Account is created, the User enters a User ID and password in the relevant fields. The User is solely responsible for the confidentiality and security of his or her User Account, as well as the user ID and password required to log on and access the User Account and services. The User must take appropriate measures in order to prevent third parties discovering his or her user ID and password. Any order for which the User has been identified with a valid user ID and password shall be recorded by IZNEO and shall be binding upon the relevant User, unless the latter is able to demonstrate that incorrect identification is the result of a failure on the part of IZNEO.

### 1.3. The Profile:

The User Account enables the User to create a profile, hereinafter referred to as "the Profile".

The User recognizes that the Profile is accessible to all Users of the Website and that it necessarily displays certain personal data (such as user name, age, gender, profile image, country of origin).

As an option, Users recognize that they may choose to publish other personal data or other information, such as comic books currently being read or favorite comics, which may also be published on Users' social network pages.

Users recognize that they can manage their Profile by activating or deactivating certain functions on their Profile.

Users may perform the following actions on their Profile:

- make their Profile public or not;
- display recently read Content;
- hide certain Content read from other Users;
- display their reviews of Content, subject to compliance with the provisions of Article 2, and display ratings given to Content in a news feed;
- follow other Users;
- follow an author or publisher to keep up to date with their news;
- follow genres or keywords (tags) in order to receive related emails and notifications.

Thanks to the User Profile, IZNEO can publish selections for Users that are suited to their tastes, according to their tags or their behavior on the Website, or suggest public profiles of other Users to follow, in accordance with the provisions of Article 6.

### 1.4. IZNEO provides Users with access to:

- a catalogue that includes all genres of digital Franco-Belgian, U.S. and Manga comic books, in French, English and/or Dutch, or any other language;
- recommendations with IZNEO bookseller favorites, a selection of "not-to-be-missed" comic

books, blog articles, etc.;

- various offers: purchase from €5.99, subscription at €9.90 per month, the Kids subscription at €5.99 per month, other subscriptions, the gift card, and the IZNEO wallet, the access conditions of which are defined in the General Terms and Conditions of Sale.

IZNEO is a service that is accessible at any time and anywhere, whatever the reading medium (online or iPad, Android and Windows tablets).

1.5. Via the Profile and dedicated spaces, Users are authorized to comment on Content, subject to compliance with the provisions of Article 2 below.

IZNEO inspects all comments regarding Content prior to publication. Through such inspection, IZNEO has a discretionary right to select the comments that it chooses to publish.

## **ARTICLE 2 – USER RESPONSIBILITY**

2.1. Users are solely responsible for the messages, content and information that they publish on the Website. In order to avoid incurring their criminal or civil liability, Users expressly undertake to refrain from publishing messages that:

- violate third party intellectual property rights; in this regard, Users undertake to refrain from reproducing or distributing to the public, via the Website, elements that are protected by copyright, registered as a trademark or more generally protected by any other intellectual property right held by third parties, without the prior consent of the holder(s) of such property rights;
- contain computer viruses that may interrupt, destroy or alter the functions of the Website;
- defend crimes or contain rhetoric or statements that are illegal, threatening, pedophilic, pornographic, defamatory, obscene, hateful, racist, anti-Semitic, xenophobic, revisionist, contrary to public order or indecent;
- infringe on the privacy or dignity of third parties;
- incite violence, fanaticism, crime, suicide or hate on grounds of religion, gender, sexual orientation or ethnicity;
- harass other members;
- promote or encourage any criminal activities or enterprises;
- solicit and/or communicate passwords and/or personal information for commercial or illegal purposes;
- contain email chains, unsolicited mass email campaigns, instant messages, unwanted advertising messages or unsolicited mail;
- contain advertisements and/or requests in order to offer products and/or services for sale via the Website;
- contain hypertext links or addresses to third party websites containing content that is contrary to applicable laws and regulations, that infringes on the rights of third parties or that is contrary to these Terms of Use.

This list is not exhaustive. Furthermore, in accordance with applicable legislation, IZNEO reserves the right not to publish comments of the above-described nature.

An automatic notification shall be sent to Users that have written a comment; such a notification

may not give rise to any claims against IZNEO by Users.

Comments shall only be published on the Website following approval by IZNEO. IZNEO shall provide no guarantee regarding the time taken to inspect and approve submitted comments.

2.2. Users grant IZNEO a free, non-exclusive and transferable right to use comments published, distributed or sent on the Website.

Users authorize IZNEO to reproduce, in whole or in part, comments provided, on any graphic medium, as well as on any current or future storage medium and, in particular, without this list being exhaustive, on any server, hard disk, removable or otherwise, memory card, or any other equivalent medium, in any format and via any known or currently unknown process, as required by any storage, back-up, distribution, uploading or downloading operation involved in the Website's operation.

Users also authorize IZNEO to translate comments provided, and to reproduce such translations on any graphic medium, as well as on any current or future storage medium, stipulated above, for the purpose of making the Website available in different languages. This right includes the ability to perform, in accordance with moral rights, modifications of the formatting of comments, in order to comply with the Website's graphic charter, and/or to make comments compatible with the Website's technical performance characteristics or relevant formats, in view of inserting and/or publishing comments on the Website.

It also includes the right to technically adapt comments provided in view of their integration in the Website, such as for the creation of comment summaries to be shared via tools such as Facebook and Twitter, which Users expressly authorize.

ii) Users undertake to refrain from using automatic computer systems, such as scripts, in view of adding Users to their Profile and/or sending comments or messages.

iii) IZNEO may not be held liable for a failure related to the storage and confidentiality of a User's password outside of IZNEO's network, nor for any use thereof by a third party to which a User may have communicated the user ID and password, or which may have accessed the User's user ID or User Account due to the fault or negligence of the User.

Users undertake to refrain from using a User Account, user name or password belonging to another User.

Users guarantee the correctness of information supplied to IZNEO for their registration and undertake to notify IZNEO of any subsequent changes affecting such information.

iv) In the event that their use of the Website breaches these Terms of Use or, more generally, applicable laws and regulatory provisions, Users acknowledge that IZNEO reserves the right to immediately, and without prior notice, unsubscribe them from the Website's services and/or block their access to the Website.

v) In the event that a User is in breach of applicable legislation or infringes on the rights of a third party, IZNEO reserves the right to provide, upon the request of any legitimate authority (jurisdiction, administrative authority, police department, etc.), any information enabling or facilitating identification of the relevant User.

### **ARTICLE 3 - TECHNICAL MEASURES FOR THE PROTECTION OF CONTENT**

3.1. Users declare that they recognize that Content made available on the Website is protected by technical measures of protection implemented by IZNEO in order to prevent or limit, according to

available technologies, any use of Content that is unauthorized by these Terms of Use.

3.2. Users undertake to refrain from bypassing, in any manner whatsoever, such technical protection measures, with the aim of downloading Content made available for reading on the Website only or, more generally, with the aim of using said Content for purposes that are unauthorized by these Terms of Use.

Users declare that they recognize that any deliberate attempt to violate a technical protection measure is, in accordance with the provisions of Article L. 335-4-1 of the French Intellectual Property Code, liable to a fine of 3750 euros, and that any deliberate attempt to directly or indirectly procure, or provide for a third party, means designed or specially adapted to violate a technical protection measure is punishable by a six-month prison sentence and a fine of 30,000 euros.

3.3. IZNEO informs the User that it reserves the right to permanently block access to the Website to any User that attempts to bypass technical protection measures implemented by IZNEO in order to prevent the downloading of Content.

Subject to the prior intervention of any competent judicial and/or administrative authority, IZNEO reserves the right to communicate the identity of a User that infringes on the rights of any holder and/or beneficiary of digital exploitation rights related to Content made available to the User on and via the Website.

#### **ARTICLE 4 - IZNEO'S OBLIGATIONS AND LIMITATION OF GUARANTEES**

4.1. IZNEO guarantees that it holds the required authorizations for exploitation of the Content according to the conditions set forth herein.

4.2. It is expressly agreed that IZNEO may in no way be held liable for messages, reviews and content published on the Website by Users.

4.3. It is expressly agreed that IZNEO may in no way be held liable for any fraudulent exploitation of the Content of which it is unaware or that breaches these General Terms of Use, in particular any illegal downloading of the Content.

4.4. IZNEO reserves the right to insert, or to authorize any third party to insert, on any of the Website's pages or in the exportable readers, promotional or advertising messages, without being held liable for the content of such advertising messages.

4.5. It is expressly agreed that IZNEO may in no way be held liable for any differences that may arise between Users of the Website.

4.6. In its limited role as a service provider, IZNEO is able to guarantee neither the quality of the Internet network, nor access thereto, and is unable to guarantee uninterrupted Internet services.

4.7. IZNEO may in no way be held liable for malfunctioning hypertext links on the Website leading to third party websites (inserted by either IZNEO itself or a User), nor for their content and, in particular, for advertisements, products, services and/or any other material available on and from said third party websites.

#### **ARTICLE 5 - ALERT PROCEDURE AND NOTIFYING ABUSE**

5.1. Users are asked to notify IZNEO, using the alert procedure described below, of any fraudulent use of the Website they may be aware of and, in particular, any message with content that breaches the above-stated provisions or, more generally, applicable laws and regulatory provisions.

5.2. Similarly, any persons who consider that a right which they hold has been violated on the Website may notify IZNEO thereof (in accordance with Article 6-1-5 of the law of June 21<sup>st</sup>, 2004, No.2004-575) by registered letter with acknowledgement of receipt, stating all of the following information:

- identity of the notifying person: for a physical person: name, first name, date of birth, nationality, address of residence and profession; for a legal person: legal form, company name, registered head office and legal representative;
- description of the nature of the complaint(s) and specific location on the Website;
- the reasons for which the content must be removed, including the applicable legal provisions.

5.3. Users are informed that IZNEO is entitled to remove, in accordance with the law, any information or content, or to make access thereto impossible, as soon as it becomes aware of the patently illegal nature thereof.

## **ARTICLE 6 - PERSONAL DATA PROTECTION POLICY**

### 6.1. Purpose

IZNEO undertakes to comply with applicable legislation related to the protection of privacy with regard to the automated processing of personal data (hereinafter referred to as the "Data"). The Website has been the subject of several prior declarations made to the French Data Protection Authority (CNIL).

### 6.2. Data gathered

Data gathered and subsequently processed are those that Users willingly provide via their User Account and Profile, and relate to, as a minimum, their user ID, age, gender and valid email address.

When Users use IZNEO's Website and services, certain Data are automatically gathered, in particular technical data (such as the IP address of Users' computers or mobile devices) and information related to the use and consultation of the Website's pages by Users, as well as advertisements displayed on the Website and functions of IZNEO's services, to the exclusion of any other data.

### 6.3. Purpose of data processing

Data willingly provided by Users, and which are identified as being mandatory when creating the User Account, are required in order to benefit from the functions of the Website and IZNEO's services (in particular for access to the Website and IZNEO's services).

Data that Users willingly provide (whether mandatory or otherwise), as well as Data automatically gathered by the Website, make it possible to (i) personalize and improve use of the Website and IZNEO services, (ii) ensure the provision of IZNEO's services by its partners, where appropriate, (iii) personalize advertising shown to Users by IZNEO or its partners on the Website or on its partners' websites, (iv) produce and analyze statistics related to consultation and use of the Website, IZNEO's services and advertising displayed on the Website, and (v) only if Users have expressly consented to linking their Profile with social network accounts upon creation of the User Account, or by modifying Profile settings to this end in the "My Account" section (to access this section, [click here](#)), share Website content on such social networks, or publicize consultations of Website Content or opinions related thereto on the websites of such social networks.

The Data may also be used by IZNEO in order to send IZNEO newsletters to Users, at the email

address provided and possibly modified by the User, as well as notifications to Users' mobile devices. Should Users not wish to receive newsletters or notifications, they may unsubscribe at any time by clicking on the link provided for this purpose at the bottom of each newsletter or by modifying their Data in their User Account by clicking on the section "Notifications & Sharing" (to access this section, [click here](#)).

These Data are also kept for security purposes, in order to comply with the legal and regulatory obligations that apply to IZNEO.

#### 6.4. Recipients of Data

Data are never communicated to third parties without the express agreement of Users.

Users are, however, informed that Data may be divulged by application of a law or regulation, or following the decision of a competent regulatory or judiciary authority, or lastly, where required, in order for IZNEO to protect its rights and interests.

Within the framework of the management of payments (in particular for an IZNEO subscription), Data may be sent to companies responsible for the management, performance and processing of payment transactions.

As part of the Data processing performed in order to personalize advertising shown to Users by IZNEO or its partners, Data may be transferred to its partners or service providers responsible for performing analysis and processing of Data on behalf of IZNEO or its partners.

When Users subscribe to IZNEO's services via one of IZNEO's partners, IZNEO may send Data to this partner for the purposes of (i) ensuring proper provision of the services by the partner, (ii) enabling the partner to analyze and produce statistics related to the consultation and use of IZNEO's services, and (iii) personalizing advertising shown to Users by the partner.

#### 6.5. Transfer of Data

For the purposes of Data processing, Data may be transferred by IZNEO to servers located in several countries.

IZNEO informs Users that the transfer of Data is performed in accordance with the provisions of the French Data Protection Act (Loi Informatique et Liberté), and in particular with Articles 68 and 69 thereof.

Users are also informed that, in the event that they have expressly agreed to linking their Profile with their Facebook, Twitter, or Google + user accounts, some of their Data may be transferred to a country other than their country of residence and, in particular, outside of the European Union. Users are informed that the confidentiality policies of the social networks to which they have agreed to link their Profile, where applicable, are available on the respective websites thereof and govern the processing of Users' Data thereby. Furthermore, where Users have subscribed to IZNEO's services via one of IZNEO's partners, some of their Data may be transferred to a country other than their country of residence and, in particular, outside of the European Union. Users are informed that the confidentiality policies of IZNEO's partners are available on the respective websites thereof and govern the processing of Users' Data thereby.

Lastly, Users are informed that, in order to receive newsletters or notifications, their Data may be transferred to a country other than their country of residence and, in particular, outside of the European Union (to the United States of America). IZNEO informs Users that the transfer of their data is performed in accordance with the provisions of the French Data Protection Act (Loi Informatique et Liberté), and in particular with Articles 68 and 69 thereof.

#### 6.6. Security of Data

IZNEO places particular importance in the security of Data and takes all appropriate measures in order to limit the risks of loss, damage or improper use thereof.

#### 6.7. Storage of Data

Data are stored at the Website's host, identified within the [Legal Notice](#), and are kept only for the duration required for the purposes described above.

Beyond this duration, they shall be kept for statistical purposes only and shall be used in no other way whatsoever.

#### 6.8. Cookies

Users are informed that when they visit the Website, a cookie may be placed on their computer. A cookie is an alphanumeric identifier transferred onto the hard disk of the User's computer via the User's Internet browser, which records information related to navigation of IZNEO's Website using the relevant computer (pages consulted, time and date of consultation, etc.), in order to improve navigation and functions provided for subsequent visits by the User.

Data are kept for a period of 30 (thirty) days.

Users are informed that they may oppose the saving of cookies by configuring their Internet browser.

#### 6.9. Rights of Users

Users have a right to access and rectify their Data by sending a request via the section "[Contact Us](#)" or by post to the following address: IZNEO, 66 rue Marceau, 93100 Montreuil.

### **ARTICLE 7 - INTELLECTUAL PROPERTY**

The general structure of the Website and all other constituent elements (such as, in particular, the Content, graphic charter, texts, in particular album reviews, images, photographs, drawings, logos, domain name, elements related to the Content, including photographs, drawings, images, texts and biographies of authors and/or all other holders of rights of Content, as well as images related to Content and biographies), as well as technical elements (including the "player" software program) are the exclusive property of IZNEO or IZNEO has been granted prior authorization for their use.

Any reproduction or representation, in full or in part, of the Website and/or its constituent elements, using any process whatsoever, without the express authorization of IZNEO, is forbidden and constitutes an infringement punishable by Article L. 335-2 and following of the French Code of Intellectual Property.

Any hypertext link to the Website that uses the "framing" technique (a programming technique that makes it possible to divide the Internet browser window into several autonomous windows in order to display the content of a third party website) or "in-line linking" (a process used to display on a website page a single element extracted from another website, which saves storage space on the hard disk of the machine upon which the website is hosted and which hides from unaware users the origin of said element) is formally forbidden.

Any artificial usage of a User Account (for example, usage with the aim of abnormally or artificially increasing the number of times certain Content is accessed), using automated processes such as robots or scripts, or by any other means, is strictly forbidden.

### **ARTICLE 8 - MODIFICATION OF THE WEBSITE**

IZNEO reserves the right to upgrade its services or the Website, in particular by making new functions available or by modifying and/or deleting functions currently provided for Users on the Website.

#### **ARTICLE 9 - APPLICABLE LAW**

In the event of a dispute, jurisdiction is attributed to the competent Parisian courts, the applicable law for these Terms of Use being French law.

Should any of the provisions contained in these Terms of Use be declared invalid, such provision shall be deemed unwritten, and such invalidity shall in no way affect the validity of other applicable provisions.