

# WEBSITE TERMS OF USE

The Website Terms of Use (hereafter referred to as TERMS OF USE) apply to the WEBSITE dedicated to the company Amarile® (hereafter referred to as AMARILE), accessible through the URL address: [www.amarile.com](http://www.amarile.com). By using the WEBSITE, every individual who accesses the WEBSITE (hereafter referred to as USER) for whatever purpose, agrees to the TERMS OF USE set forth hereafter, without limitation or reservation, and accepts all applicable laws and regulations.

AMARILE may at any time, without notice and warning, update, modify and/or revise the TERMS OF USE. Any new or updated feature or content made available through the WEBSITE is subject to these TERMS OF USE. AMARILE reserves the right to suspend a USER'S access to the website.

## 1. IDENTIFICATION

AMARILE is a Limited Company (AMARILE SAS), with a capital of 7500 Euros, with its head office located in Paris (France), at 38 rue Eugène Oudin  (75013).

AMARILE is registered at the RCS in Paris under the number 490 282 506 and is represented by Arnaud Brunel, Director.

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Publication Director: Iryna Mazheika

The WEBSITE is hosted by OVH: 2 rue Kellermann - 59100 Roubaix - France

<https://www.ovh.com>

## 2. ACTIVITIES

AMARILE develops software solutions dedicated to reservoir engineering. AMARILE publishes the WEBSITE in order to present and provide to its customers AMARILE products and services.

AMARILE may post all information which could be relevant for its activities.

All pieces of information must be construed as general information and AMARILE cannot and does not warrant the accuracy, correctness or exhaustive character of such information. The USER assumes all risks regarding the interpretation or the use of information published on the WEBSITE.

### 3. PROHIBITED USER ACTIVITIES

The USER is prohibited from violating, or attempting to violate, the security of the WEBSITE. Any such violations may result in criminal and/or civil penalties against the USER. AMARILE will investigate any alleged or suspected violations, and if a criminal violation is suspected, AMARILE will cooperate with law enforcement agencies in their investigations. Violations of the security of the WEBSITE include without limitation:

- Logging into or attempting to log into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain data, information or services not intended for you or your use;
- Attempting to probe, scan or test the vulnerability of any system or network in connection to the WEBSITE;
- Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;
- Transmitting material containing viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines or engines, or engage in conduct that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the WEBSITE.

### 4. ACCESS TO THE RESTRICTED AMARILE WEBSITE AREAS

In order to access the restricted AMARILE WEBSITE areas, a personal account needs to be created by AMARILE staff (hereafter referred to as AMARILE Account).

In order to create an AMARILE Account, a login, the USER's email address and a password are required. A valid email address is necessary to perform the registration.

The chosen password may be modified at any time (<https://downloads.amarile.com/my-profile>) The USER shall ensure the confidentiality of the chosen password. If the password is lost, the USER may require a new password, which will be sent to the registered email address (<https://downloads.amarile.com/resetting/request>).

The USER may, at any time, request the deletion or modification of his/her AMARILE Account by writing to the email address [site-admin@amarile.com](mailto:site-admin@amarile.com)

### 5. USE OF THE WEBSITE AND OF THE RESTRICTED AMARILE WEBSITE AREAS

All hardware and software used to access the WEBSITE are the sole responsibility of the USER. AMARILE reserves the right to suspend a USER's access to the WEBSITE.

The USER may communicate with the WEBSITE through, but with no limitation, emails, and all other voluntary communication contents or channels.

All communication areas are there for the USER to communicate with AMARILE employees or senior management. The USER is responsible for any material the USER places on or transmits to or via the WEBSITE.

The USER agrees, represents and warrants that any information the USER transmits via the WEBSITE is truthful, accurate, not misleading and offered in good faith, and that the USER has the right to transmit such information. The USER represents and warrants that he/she has the right to use any proprietary information involved while using the WEBSITE and therefore the USER acknowledges that such content submitted on the WEBSITE shall not infringe any third party's trademark, copyright, patent or other proprietary rights or rights of publicity or privacy. AMARILE will not be liable for any content sent via the WEBSITE by the USER who shall remain solely liable and responsible for all messages and information posted. All moral rights that the USER may have in such content have been voluntarily waived. The USER grants AMARILE a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, reproduce, disclose, transmit, publish, broadcast, post, adapt, translate, create derivative works from, sell, distribute such content and all information and/or integrate such content and all information into any form and/or technology, throughout the world and for any purpose, without compensation for the USER.

### **Modification**

AMARILE may at any time and at its own discretion modify and/or delete the entirety or parts of the WEBSITE (including its contents and services).

### **Termination**

AMARILE may, at its own discretion and without prior notice, suspend or terminate the access to a part of or the whole WEBSITE (including its contents and services).

### **Intellectual Property**

The content of the WEBSITE is the intellectual property of AMARILE. The USER is permitted to browse the WEBSITE, reproduce extracts, digitally or in printing, for a personnel usage or for the purpose of forwarding it to other persons, provided that the USER keeps intact all proprietary rights and that other proprietary notices appear in any such reproduction. No reproductions of any part of the WEBSITE may be sold or distributed for commercial purposes.

The content present on the WEBSITE including without limitation all AMARILE software, files, documentation, presentations, demos, data produced by AMARILE software, trademarks, logos, text, graphics, videos, visuals are protected under the relevant intellectual property laws and remain the exclusive property of AMARILE. All the above mentioned content that may be made available on the WEBSITE grants the USER no ownership rights. The USER shall not copy, modify, transfer, reverse engineer, create derivative works, distribute or sell any element of the content.

The content of the WEBSITE is provided "as is" and on an "as available" basis without warranties of any kind, either express, implied, statutory or otherwise, including warranties or representations that material on this WEBSITE will be complete, accurate, reliable, timely,

non-infringing to third-parties, that access to the WEBSITE is provided without any interruption and error-free.

AMARILE does not represent or warrants that the present WEBSITE or the servers it is hosted on are free of viruses or other harmful components.

The use of the WEBSITE is at the risk of the USER.

### **Limitation of Liability**

In no event shall AMARILE be liable for any claims, suits, causes of action, liability, damage including any form of indirect, incidental, and/or consequential damage and/or lost profits, revenues, goodwill, management time, loss of use, loss of data, arising out or resulting from the use of the proprietary rights or in any way connected with the use of the WEBSITE and the materials it provides access to.

AMARILE shall in no event be liable for any loss caused by viruses that may infect the USER's computer equipment by reason of the USER's access to the WEBSITE, including downloading any materials from the WEBSITE. All USER's activities on the WEBSITE are at the USER's exclusive risk and AMARILE does not accept any responsibility for the quality, content, or reliability of the external websites made available through hyperlinks on the AMARILE WEBSITE.

### **Indemnification**

By using the WEBSITE, the USER agrees to indemnify and hold AMARILE and it, employees, directors, agents, affiliates and service providers harmless from all claims damages, demands, costs and expenses, known and unknown, including lawyer's fees and costs, arising out of but not limited to the following:

- Any activity relating to the USER's AMARILE Account, including negligent or wrongful conduct by the USER or anyone using the WEBSITE via the USER's AMARILE Account;
- The violation of any applicable law or regulation, and the TERMS OF USE;
- Any matter concerning the WEBSITE and the use of the WEBSITE by the USER.

### **Applicable Law**

The laws of France shall govern the interpretation of the TERMS OF USE and apply to claims for breach of it, regardless of conflicts of law principles.

### **Severability**

If any of the provisions contained in the TERMS OF USE is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

## **6. PERSONAL DATA PROTECTION**

The TERMS OF USE and AMARILE abide by the French Law N°78-17 “Informatique et Libertés” (January 6<sup>th</sup> 1978), amended by the decree n° 2019-536 (enforced on June 1<sup>st</sup> 2019) in compliance with the EU General Data Protection Regulation.

AMARILE may collect personal information from the USER through the WEBSITE, in relation to the creation of the AMARILE Account or any requests sent via the WEBSITE. AMARILE may use the personal information provided by the USER in accordance with this Personal Data Protection paragraph and may include it in further contents in order to improve the AMARILE products and services.

AMARILE’s precautions to safeguard any personal information provided by the USER against theft, misuse, loss, unauthorized access or disclosure include physical and technical measures. Amarile makes following security provisions:

- a/ AMARILE employees and management are aware of the Personal Data Protection policy which has been communicated to them.
- b/ AMARILE use encrypted internal networks.
- c/ AMARILE collects information about the USER for the sole purpose of sending information about AMARILE activities.
- d/ No unauthorized individuals or entities can access the personal information provided by the USER.
- e/ The Personal information shared by the USER shall not be shared with third parties for any purpose, with the exception of a judicial or administrative injunction.

The personal information provided by the USER is stored on secured servers hosted by OVH.

The USER is entitled to access, modify or delete the personal information provided by writing to: [site-admin@amarile.com](mailto:site-admin@amarile.com)

## 7. COOKIES

Cookies (hereafter referred to as COOKIES) are files stored on the USER’s computer when the USER browses a website; they include the visited pages, the related time and date, and can be read when the USER returns to the website at a later point in time.

AMARILE may place COOKIES on your computer equipment when you visit the WEBSITE. The COOKIES provide AMARILE of a better understanding of the USER’s behaviour on the WEBSITE. COOKIES are placed on the USER’s computer equipment in order to allow USER to use the WEBSITE, and to allow AMARILE to recognize the USER’s computer equipment during the access and use of the WEBSITE. COOKIES allow the USER to log in more easily, by preserving information between the log-in sessions and by providing data for statistical analysis.

The use of COOKIES shall be subject to the prior consent of the USER. A banner is displayed automatically on the WEBSITE when the USER accesses the WEBSITE and it informs the USER

of the COOKIES used by AMARILE on its WEBSITE. The USER can disable the COOKIES in the browser settings. If the USER chooses this option, the USER might not benefit from all functionalities intended by the WEBSITE design.

AMARILE considers and treats information collected via the COOKIES and other related technologies as non-personal information. However, to the extent that IP addresses and all similar identifiers are considered personal information by French law, AMARILE also treats these identifying elements as personal information.

AMARILE represents and guarantees that it does not use information collected via the COOKIES for advertising or marketing services.

For further information on COOKIES, please visit <https://www.cnil.fr/fr/site-web-cookies-et-autres-traceurs> and <https://gdpr.eu/cookies/>.

The WEBSITE uses the following COOKIES:

a) Necessary cookies

Necessary cookies help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.

Name	Provider	Purpose	Expiry	Type
CookieConsent	<a href="#">Cookiebot</a>	Stores the user's cookie consent state for the current domain	1 year	HTTP

b) Statistic cookies

Statistic cookies help website owners to understand how visitors interact with websites by collecting and reporting information anonymously.

Name	Provider	Purpose	Expiry	Type
_ga	www.amarile.com	Registers a unique ID that is used to generate statistical data on how the visitor uses the website.	2 years	HTTP
_gat	www.amarile.com	Used by Google Analytics to throttle request rate	1 day	HTTP
_gid	www.amarile.com	Registers a unique ID that is used to generate statistical data on how the visitor uses the website.	1 day	HTTP

Name	Provider	Purpose	Expiry	Type
collect	<a href="#">Google</a>	Used to send data to Google Analytics about the visitor's device and behavior. Tracks the visitor across devices and marketing channels.	Session	Pixel

c) Marketing cookies

Marketing cookies are used to track visitors across websites. The intention is to display ads that are relevant and engaging for the individual user and thereby more valuable for publishers and third party advertisers.

Name	Provider	Purpose	Expiry	Type
IDE	<a href="#">Google</a>	Used by Google DoubleClick to register and report the website user's actions after viewing or clicking one of the advertiser's ads with the purpose of measuring the efficacy of an ad and to present targeted ads to the user.	1 year	HTTP
test_cookie	<a href="#">Google</a>	Used to check if the user's browser supports cookies.	1 day	HTTP
GPS	<a href="#">YouTube</a>	Registers a unique ID on mobile devices to enable tracking based on geographical GPS location.	1 day	HTTP
VISITOR_INFO1_LIVE	<a href="#">YouTube</a>	Tries to estimate the users' bandwidth on pages with integrated YouTube videos.	179 days	HTTP
YSC	<a href="#">YouTube</a>	Registers a unique ID to keep statistics of what videos from YouTube the user has seen.	Session	HTTP
yt-remote-cast-installed	<a href="#">YouTube</a>	Stores the user's video player preferences using embedded YouTube video	Session	HTML
yt-remote-connected-devices	<a href="#">YouTube</a>	Stores the user's video player preferences using embedded YouTube video	Persistent	HTML
yt-remote-device-id	<a href="#">YouTube</a>	Stores the user's video player preferences using embedded YouTube video	Persistent	HTML
yt-remote-fast-check-period	<a href="#">YouTube</a>	Stores the user's video player preferences using embedded YouTube video	Session	HTML



Name	Provider	Purpose	Expiry	Type
yt-remote-session-app	<a href="#">YouTube</a>	Stores the user's video player preferences using embedded YouTube video	Session	HTML
yt-remote-session-name	<a href="#">YouTube</a>	Stores the user's video player preferences using embedded YouTube video	Session	HTML