

NIMBO SERVICES GENERAL TERMS OF USE

(Effective NOVEMBER 10, 2023)

KERMAP publishes and makes available to users a platform called NIMBO that allows them to visualize all or part of the Earth by juxtaposing satellite images organized in such a way as to allow fluid movement and tracking of a chronology.

Access to and use of the Platform and/or the Services require the User's prior and unconditional acceptance of the General Terms of Use ("GTU") and the Privacy Policy.

If User is entering into this agreement on behalf of a company or legal entity, User represents that he/she has the authority to enter into this agreement. In this case, the User binds and represents such entity under the GTU, and such entity may be liable for any breach or violation of the GTU by the User.

By checking the box "*I acknowledge that I have read these General Terms of Use and the Privacy Policy, and I accept them without reservation*" when creating a User Account, the User expresses such consent.

Acceptance of these GTU and the Privacy Policy is complete and indivisible, and the User may (i) choose to apply only a portion of the GTU and/or the Privacy Policy or (ii) express reservations.

In any case, the use of the Platform and/or of all or part of a Service materializes the express and unreserved acceptance of the GTU and the Privacy Policy by the User.

➤ [to Privacy Policy](#)

➤ [to Sign Up](#)

DEFINITIONS

Capitalized terms expressly defined herein shall have the meanings given to them in the Privacy Policy.

"Subscription"	Means the subscription to a Service by the User in accordance with the TOS
"TOS"	Means the terms and conditions applicable to any Subscription by the User
"GTU"	Refers to these general conditions of use governing the conditions of access and use of the Platform, as well as the rights and obligations of KERMAP and the User under the GTU.
"User Account"	Refers to the account that must be created by the User on the Platform in order to access the Services.
"Data"	Refers to the satellite images processed and integrated by KERMAP into the Platform to provide the Services and available for consultation on the Platform in .png format by the User
"Personal Data"	Refers to any information relating to a natural person who is identified or can be identified, directly or indirectly, by reference to one or more elements that are specific to him or her.
"KERMAP"	Refers to the company KERMAP, a simplified joint stock company with a single shareholder with a capital of 30,000 Euros, registered in the Trade and Companies Register of RENNES under the number 832 361 471 and whose head office is located at 1137 A avenue des Champs Blancs in CESSON-SÉVIGNÉ (35510) in France.
"Part(s)"	Refers to KERMAP and/or the User.
"Platform"	Refers to the software solution published and developed by KERMAP and accessible in SaaS mode on the KERMAP website at maps.nimbo.earth and made available to Users.
"Services"	Refers to the services offered by KERMAP and accessible on the Platform by the User.
"Terminal"	Means any computer or communication terminal (such as a smartphone, tablet, computer equipped with IOS, Android or Windows operating systems) allowing connection to the Internet or to any mobile telephone network and supporting the latest versions of the main Internet browsers available on the date of entry into force of the GTU.
"User"	Refers to the natural person using the Platform.

ARTICLE 1. Object

The GTU define the terms of access and use of the Platform by Users, with or without a Subscription.

The provisions of the GTU will also govern all updates and/or upgrades provided by KERMAP that replace and/or are in addition to the version of the Platform on the effective date of the GTU.

ARTICLE 2. Access to the Platform and Services

To access the various services offered by KERMAP via the Platform, the User is invited to follow the instructions displayed on the Platform.

Access to the Platform is authorized free of charge by KERMAP for the benefit of the User, subject to (i) the creation of a User Account and (ii) the full compliance by the User with these GTU, including but not limited to the terms of the license granted herein in this regard.

Access to other Services is subject to the TOS applicable to said Service, depending on the Subscription formula chosen by the User.

ARTICLE 3. Commitments of the User

The User declares, prior to accepting the GTU and using the Services, that he/she is aware of the characteristics and features of the Platform and the Services, and that he/she has ensured that they meet his/her needs, for which he/she is solely responsible.

The User agrees to:

- Access and use the Platform and/or the Services (i) in accordance with the provisions of the GTU, and in compliance with the applicable legal and regulatory provisions and (ii) where applicable, in accordance with the Subscription taken out to access the Services subject to Subscription;
- Provide accurate, up-to-date and complete information when using the Platform and/or the Services;
- Not to access the Platform and/or the Services by using the User Account of a third party or by impersonating him/her;
- Do not access the Services by any means other than the one provided by KERMAP ;
- Use a Terminal that is compatible with the Platform and/or the Services, with the latest updates of its Internet browser

Any use of the Platform for purposes other than those permitted by these GTU, and the Subscription if applicable, is strictly prohibited.

ARTICLE 4. User Accounts

To access the Platform and the Services, the User creates a User Account allowing him/her to access his/her User space, by following the instructions displayed on the Platform.

In order to finalize the creation of his User Account, the User must check the box "*I acknowledge having read the terms of use and the privacy policy and accept them without reservation*".

At the end of the procedure of creation of the User Account, he will receive an e-mail of confirmation of creation of the User Account including a link of activation of the User Account as well as a link towards the GTU.

The User declares that he/she is of age or has the authorization of an adult exercising parental authority.

The User acknowledges that he/she has filled in the registration form truthfully and as accurately as possible, using up-to-date data. If any of the required information changes over time, the User agrees to update or modify it, under his/her sole responsibility, in his/her User Account as soon as possible.

Any entry of inaccurate, outdated or incomplete information or any use of a User's name containing abusive, defamatory, violent, obscene or more generally terms contrary to public order and morality, may result in the suspension or closure of the User's Account by KERMAP.

The User agrees to keep their chosen username and password strictly confidential and not to disclose them to third parties, in order to avoid as much as possible any risk of intrusion or usurpation of their User Account or misappropriation of the Services and information concerning the User. KERMAP cannot be held responsible for any use of the User Account by a third party who has had access to the User's login and password in any way whatsoever. Any action carried out with the User's Account will be considered the User's fault and will engage his or her responsibility under the terms of this agreement.

The rights of access and use of the Platform and Services are granted on a personal basis, the User is prohibited from transferring his User Account or all or part of his rights and obligations under the GTU, without the prior express written consent of KERMAP.

ARTICLE 5. Access to Services

KERMAP offers Users Freemium access with registration, as well as paid Subscriptions under the conditions agreed in the TOS.

In the event of a discrepancy between these GTU and the TOS applicable to a Service, the TOS shall prevail for the performance of such Service only.

ARTICLE 6. Availability of the Platform and Services

Due to the nature of the Internet (and cell phone networks), KERMAP cannot guarantee the User continuous and permanent availability of access to the Platform and/or Services.

Unless otherwise provided in the TOS applicable to the User, KERMAP is bound by an obligation of means concerning access to the Platform and Services and undertakes to make its best

efforts to provide the User with the following level of service: availability 24 hours a day, 7 days a week.

The User declares and acknowledges that the Platform and the Services are linked to the proper functioning of its equipment and telecommunication networks.

In any case, it is the User's responsibility to ensure:

- Prior to accessing the Platform, the availability and access of the Terminal to the Internet network and to mobile telephone networks in the event of access via a Terminal requiring access to such a network;
- Prior to any use of the Services, the proper functioning and configuration of his Terminal and the absence of any element generating interference.

ARTICLE 7. Maintenance and modifications of the Platform and Services

The User is informed and agrees that KERMAP reserves the right, at its discretion, to (i) make corrective updates of any anomalies or errors affecting the use of the Platform and/or (ii) modify the Platform and the Services (subject to the applicable TOS, if any) to improve the User experience, adapt to the development of new technologies and/or comply with any legal or regulatory constraints

For the duration of the operations, KERMAP may suspend access to the Platform and/or use of the Services without prior notice to the User and without compensation.

In order to maintain the Platform or to install updates, KERMAP may modify the Platform (in its content or user interface) without prior notice to the User and without compensation.

ARTICLE 8. Hypertext links

The Platform may contain hyperlinks to websites operated by third parties (the "**Third Party Websites**").

These links are provided for information purposes only. KERMAP has no control over these Third Party Websites and accepts no responsibility for access, content or use of these Third Party Websites, nor for any damage that may result from consulting the information on these sites. The decision to activate these links and to consult these sites is the sole responsibility of the User.

The User declares and acknowledges that KERMAP has no control over the process used by Third Party Websites to collect information relating to the User's browsing on Third Party Websites and/or to process the User's Personal Data, in particular through the possible installation of tracking cookies.

KERMAP invites the user to consult the privacy policies of Third Party Websites in order to learn about the methods of collection, the purposes of use, including advertising, and the browsing information that they may collect, if any.

ARTICLE 9. Intellectual Property

KERMAP has or is invested with all intellectual property rights relating to all elements of the Platform and / or Services such as

text, graphics, interface, software, databases, images, videos, sounds, plans, names, logos, trademarks, creations and various copyrightable works, databases, *etc.* (hereinafter the "**Intellectual Property Rights**").

The GTU do not imply any transfer of Intellectual Property Rights to the User.

Furthermore, the Customer expressly acknowledges that :

- KERMAP has systematically collected and organized information, contact details and content in an original database that it updates regularly;
- KERMAP is the owner of the copyright on this database, in particular in application of article L.112-3 of the Intellectual Property Code;
- KERMAP, as the producer of the said database, also has the sui generis right under Articles L.341-1 et seq. of the French Intellectual Property Code, protecting the said database, in particular against any extraction or substantial reuse of its content without prior authorization from KERMAP.

As a result of the above, any reproduction, disclosure, distribution, representation, adaptation, translation, modification, decompilation, marketing, or sub-licensing of all or part of KERMAP's Intellectual Property Rights, regardless of the purpose, medium, duration, territory or means used, is prohibited.

The User agrees not to infringe on the Intellectual Property Rights, know-how, image and / or reputation of KERMAP.

Apart from the use of the Platform and Data as described herein, and subject to applicable legislation, the User may not reproduce, represent, modify, transmit, publish, adapt, exploit, etc., in any manner whatsoever, on any medium and by any means whatsoever, the databases (including the Data) and/or the Platform without the prior and express written permission of KERMAP

In particular, the User agrees not to perform reverse engineering to reconstruct or attempt to reconstruct all or part of the Platform, create derivative works, attempt to derive the source codes of the Platform, unless expressly authorized by KERMAP.

ARTICLE 10. User licenses

- 10.1. Except as otherwise provided in the TOS applicable to a Subscription taken out by the User, during the period of use of the Platform and/or Services, KERMAP grants the User, who accepts it, a personal, revocable, non-exclusive, non-sublicensable and non-transferable right to access the Platform and Services, to view Data via the Platform from his or her Terminal and to use it for non-commercial purposes and/or for research, for one User Account at a time, throughout the world.

The Data is subject to the following usage provisions:

- Non-commercial and/or research use;
- Only for the Holder of the User Account;
- For the whole world territory ;

- For the duration of the protection of the Data by intellectual property law;
- For the creation of content from the features offered by the Platform.

10.2. The Data includes *Copernicus Sentinel* data from the European Union program, to which European Union law gives unrestricted access under the conditions set forth in the European Commission's Legal Notice on the Use of Copernicus Sentinel Data and Service Information available [\[here\]](#).

Any use of the Data by the User must be in accordance with the terms of the license granted in this Notice. Without prejudice to the other provisions and commitments of the User under the GTU, the User undertakes to make use of the Data in accordance with this Notice and to credit the European Union in accordance with this Notice (see next Article).

If the User publicly discloses or distributes the Data, the User agrees to acknowledge the source of the Data in the following manner (or in any other manner that the European Union may request in the future):

10.3. Any use of the Data by the User must be accompanied by the following credit notice, prominently displayed and allowing third parties to understand the origin of the Data, consistent with the medium and format used:

"[Credit Nimbo by KERMAP]. *Contains modified Copernicus Sentinel data [Year]*"

10.4. With the exception and within the limits of any operation permitted by the use of the Platform's functionalities in accordance with the GTU, the Customer is in particular not authorized to :

- Copy, download, save, in any way whatsoever the Data, whatever the medium and/or format and/or purpose;
- Modify in any way the format of the Data;
- Distribute, sell, rent, lease, transfer, communicate or make available to third parties by any means whatsoever, whether free of charge or for a fee, the Data.

Customer understands and expressly agrees that it must have a Subscription to access and/or use certain Services and features of the Platform.

During the period of validity of the User Account, the User can download free of charge the contents resulting from the functionalities proposed by the Platform (captures, timelapses) and generated within the framework of the use of the Services, via his User Account.

10.5. The Customer is solely responsible for backing up any content from the features offered by the Platform that they wish to keep on their Terminal. KERMAP does not provide or ensure any backup service.

ARTICLE 11. Warranty limitations and exclusions

The Customer understands and expressly accepts that the Data made available by KERMAP is derived from the optimization of raw data from third parties by interpretation, and that the Platform and the provision of Data constitute a generic service that is not dedicated to a specific use.

Consequently, with the exception of the express provisions of the Commercial Offer and the provisions of the SLA, and subject to applicable legal provisions, no other express, commercial, legal or implicit guarantee is granted to the Client by KERMAP. **In particular, KERMAP does not guarantee (i) the accuracy, correspondence to reality, and/or completeness of the Data, (ii) the merchantability and/or suitability of the Data for a particular purpose, and/or (iii) the achievement of any result with the Data regardless of the use made of it by the Client.**

The Data is provided "as is".

Due to the nature of the Internet and cell phone networks, KERMAP cannot guarantee the User continuous and permanent availability of access to the Services and/or the Platform.

KERMAP does not guarantee:

- That the Platform and/or the Services are free of anomalies, errors or bugs and that their operation is uninterrupted. Consequently, the User is reminded that it is up to him to take all appropriate measures (in particular regular backups of his data) to minimize the damaging consequences linked in particular to a possible interruption of operation or a possible loss of data generated by the Platform due to their use;
- The proper functioning of the Platform and/or the Services on a non-compatible Terminal, which the User expressly acknowledges;
- The suitability of the Platform and the Services to the User's needs.

Any warranty is excluded in the event of (i) illicit use of the Platform and/or Services by the User and/or not in accordance with their intended purpose as set out in these GTU, (ii) non-installation by the User of any updates to the Platform, (iii) misuse of the Terminal by the User, (iv) misappropriation of the Services by the User for use contrary to their intended purpose, (v) error or negligence on the part of the User, or (vi) force majeure.

KERMAP does not guarantee the upward compatibility of the current version of the Platform with any new Terminals or any new versions of the operating systems of the current Terminals.

ARTICLE 12. Responsibilities

12.1. Responsibilities of the User

By express agreement between the Parties, the User is solely responsible for :

- The setting of the Terminal, the choice and the consequences of the use of the Services, the respect of the GTU, any regulation applicable to the use of the Platform and the Services;

- The choice of use of the Platform and Services, the use made of the Services, the interpretations thereof and any use made of the Data hereunder;
- Any use made of the Platform and/or the Services via its User Account, whether authorized or not.

12.2. KERMAP's responsibility

KERMAP provides access to the Platform and Services via the Platform under an obligation of means.

In any case, and subject to the provisions of public order applicable where appropriate, KERMAP can not be held responsible for the harmful consequences resulting from the following assumptions:

- Any exploitation of the Data, information and/or documents resulting from the use of the Platform and/or the Services by the User;
- Any breach by the User of the provisions of the GTU and/or any legal or regulatory provision in force;
- Any information provided by the User, via the Platform, of erroneous information and/or Documents and/or containing errors;
- Any difficulty or impossibility to access the Platform and/or the Services resulting from a maintenance operation necessary for the proper functioning of the Services and/or the Platform, and/or in case of data updating, updating or upgrading of the Platform;
- Any malfunction, slowdown, interruption, impossibility and/or poor conditions of access to the Services (i) due to the very nature of the Internet network, mobile telephone networks and wireless networks and/or (ii) due to a failure and/or saturation of the data communication networks (Internet, intranet, or wireless network);
- Any loss of data and damage to Terminals due to unauthorized use of the Platform, Services and/or Data by the User;
- The misuse of the Platform and/or the Services and/or the Data by the User;
- Any possible misappropriation of passwords, communication of the User's personal identifiers, transfer of the User's Account, and more generally of any information of a sensitive nature for the User, for which the latter assumes full responsibility;
- The refusal of installation or deletion of cookies by the User.

In addition, KERMAP can only be held liable for immediate, direct and foreseeable damages resulting from a contractual breach, excluding any indirect and/or intangible damage suffered (such as loss of opportunity, data, operations, turnover, damage to image, etc.), subject to any applicable public order provisions.

ARTICLE 13. Personal Data | Cookies | Privacy

KERMAP ensures the confidentiality, security and treatment of the User's Personal Data in accordance with the applicable legal provisions and KERMAP's Privacy Policy.

The Parties are bound by the confidentiality obligations set forth in KERMAP's Privacy Policy.

KERMAP's Privacy Policy also specifies all information relating to the use of *cookies* and other tracers by KERMAP. The User can manage the deposit of *cookies* by configuring the connection parameters of his or her browser or terminal, but this operation may alter access to the service and its use.

[View the Privacy Policy](#)

ARTICLE 14. Usage data

KERMAP collects and processes usage data as part of the use of the Platform and Services.

Usage data is not Personal Data because it does not relate to the User and does not allow the User to be identified, directly or indirectly, which the User expressly acknowledges.

The User is informed that the processing of usage data is essential to the use of the Services in accordance with the GTU and allows KERMAP :

- to improve the content and quality of the Platform and Services;
- to carry out statistical and technical studies, to compile data in order to understand and anticipate the needs of users;
- to ensure the reactivity in the assistance that it is likely to propose to the User in particular by the installation of corrections and update for the Platform.

KERMAP guarantees the User complete anonymity of the usage data processed via the Platform.

ARTICLE 15. Termination of use of the Platform / Early termination

15.1. Termination by the User

User may discontinue using the Platform and/or Services at any time.

The user can decide to delete his User Account by following the procedure indicated on the Platform or by sending his request by e-mail to contact@nimbo.earth.

15.2. Termination by KERMAP

The User Account may be deleted by KERMAP in the event of non-compliance by the Customer of any of its obligations.

In general, KERMAP reserves the right, without notice and without prejudice to any action by KERMAP for damages, to suspend or delete any User Account in the event of non-compliance by the User with any of its obligations.

The deletion of the User's Account will automatically take effect fifteen (15) days after written notification via the User's Account or by email to the User, indicating KERMAP's intention to apply this clause and not followed by regularization.

Notwithstanding the foregoing, it is expressly agreed between the Parties that the contract embodied in the GTUs may be immediately terminated by KERMAP and the User's Account

automatically deleted by the latter, without notice and without prejudice to any action by KERMAP for damages:

- In the event of repeated breaches by the User of any of its commitments under the GTU;
- In case of use by the User of the Platform and/or Services not in compliance with applicable laws and regulations;
- In case of use of the Platform and/or the Services characterizing a serious breach of the GTU (such as in particular the usurpation of the profile of another user of the Platform);
- In case of infringement of KERMAP's Intellectual Property Rights.

15.3. Consequences of the end of the GTU

At the end of the contract materialized by the GTU occurring for any reason whatsoever:

- The User Account will be deactivated;
- The User Account, the Platform and the Services will be inaccessible to the Customer;
- KERMAP may retain and use Personal Data and usage data for the purposes and periods agreed upon herein.

Articles 11 "*Intellectual Property*", **12** "*Limitations and Exclusions of Warranty*", **13** "*Liability*", **14** "*Personal Data*", will continue to be effective during the applicable legal or regulatory limitation periods.

ARTICLE 16. Miscellaneous clauses

16.1. **Insurance.** KERMAP declares that it is insured for its professional liability in the context of its activity under the GTU, and this, with a company known to be solvent, and undertakes to maintain this insurance coverage throughout the duration of use of the Platform by the user.

16.2. **Subcontracting.** The User authorizes KERMAP to subcontract all or part of the Services (including maintenance of the Platform and data hosting) to the subcontractor of its choice. KERMAP will be fully responsible for the work entrusted to its subcontractors and compliance with the provisions of Law No. 75-1334 of December 31, 1975 on subcontracting.

16.3. **Force majeure.** In the event of force majeure as defined in Article 1218 of the Civil Code, the obligations of the Parties under the GTU shall be suspended for the duration of the force majeure and shall resume as of the end of the force majeure. The absence of access to the Platform and/or the non-performance of the Services attributable to a case of force majeure shall not be subject to any recourse. In the event of such an event preventing KERMAP from fulfilling its commitments, the latter undertakes to inform the User as soon as possible.

16.4. **Non-transferability of the Contract by the User.** As the GTU are concluded *intuitu personae* in consideration of the User, the rights and obligations resulting therefrom may not be assigned or transferred, in whole or in part, free of charge or against payment, for any reason, in any form or to any person whatsoever, by the User without the prior express written consent of KERMAP. KERMAP may assign the contract embodied in the GTUs and/or all or part of its rights and obligations arising therefrom to a subsidiary of KERMAP within the meaning of Article L. 233-3 of the French Commercial Code, or to any transferee in connection with any sale or lease of a business, merger, demerger, partial contribution of assets or transfer of securities.

16.5. **Mutual Independence.** Each Party shall freely implement the means it deems useful to fulfill its obligations, in complete independence. The GTU do not create any subordination, association or agency relationship between the Parties. Each Party acts on its own behalf and is not authorized to represent the other Party.

16.6. **Partial Invalidity.** The invalidity or unenforceability of any provision of the GTC shall not invalidate the remaining provisions, which shall remain in full force and effect.

16.7. **Non-waiver.** The fact that a Party does not avail itself at a given moment of any of the clauses of the present contract, cannot be considered as a renunciation to avail itself later of these same clauses or any other clause of the GTU.

ARTICLE 17. Applicable Law - Competent Jurisdiction

The conclusion, validity, interpretation, execution, performance of the GTU and the execution of the Services are subject exclusively to French law.

Users expressly agree to comply with all national laws, ordinances and regulations applicable to use of the Services while using their Terminals outside of France.

The Parties undertake to try to resolve any dispute and/or request relating to the GTU in an amicable manner, by notifying the other Party of its default by registered letter with acknowledgement of receipt.

At the end of a period of thirty (30) days from the receipt of the above-mentioned notification, without any response from the defaulting Party and/or failing to reach an amicable agreement, each Party may submit the dispute to the competent courts of the jurisdiction of the Court of Appeal of Rennes (France) exclusively, notwithstanding multiple defendants or third party claims.
