

Legal Mentions

Under Article 6 of French Law No. 2004-575 of 21 June 2004 to give confidence in the digital economy, the identity of the various stakeholders as part of its implementation and monitoring is clear to users of the Site <https://www.omajin.com>

Owner: NETATMO, company simplified actions capital of 4.616.841 euros, whose head office is located 245 rue du vieux Pont de Sèvres, 92100 Boulogne Billancourt - FRANCE, registered with the Nanterre Trade and Companies Register under number 532 501 848, VAT number within the Community : FR 43 532 501 848. Contact Number: +33 1 70 83 27 72

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TERMS OF USE

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We also provide additional features such as (a) the website located at <https://www.omajin.com> and more generally all URL and websites administered by NETATMO-OMAJIN or within the <https://www.omajin.com> (the 'Site'), (b) services available on the Site and/or delivered through the Site (the 'Site Services'), (c) certain software that may be downloaded to your computer (the 'Computer Software'), and (d) certain software that may be downloaded to your mobile device (the 'Mobile Software'). As used herein, the term 'Software' means the Computer Software and Mobile Software; the term 'Site' means the Site, Site Services, Computer Software and Mobile Software. The terms 'you' or 'user' or 'yours' refer to all individuals and entities that access and/or use the Services. The term 'Services' means the Product, the Mobile, Internet Applications as well as the Web Site. These Terms of Use ('ToU') govern your access to and use of the Services.

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- These Terms of Use and the applicable Privacy Policy are available at <https://www.omajin.com> (the 'Privacy Policy'), which is hereby fully

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- If you do not agree anymore to these Terms of Use, you have the possibility to discontinue the use of our Services and cancel your registration.

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By Mail: Copyrights Agent, NETATMO, 245 Rue du Vieux Pont de Sèvres,
92100 Boulogne-Billancourt, FRANCE
By Email: copyright@netatmo.com

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The following articles of this paragraph are related to the User Generated Content (the «UGC») without any requests from NETATMO-OMAJIN and not related to the content NETATMO-OMAJIN has access for the product and the associated services utilization,

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- You declare to be aware that the content of the UGC is public and not confidential.

- In case of non-compliance with these conditions, We reserve the right to suspend your right to use the Services and / or the Site, temporarily or permanently, in addition to the possibility to ask for compensation for any loss or damage that could be suffered.

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- Upon submitting Feedback you (1) warrant that you are the original developer and/or creator of the Feedback and are legally free to make such a disclosure and you shall be solely liable for any damages arising from your submission of any information that is protected through copyright, trade secret law, patent law or other proprietary rights and (2) understand our feedback policy as set forth in this Section and accept this policy without reservation.

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- You agree that you are responsible for your own use of the Services, for any Submission you make, and for any consequences thereof. You agree that you will use the Services in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.

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- Post any content to the Site that is unlawful, racist, hateful, libelous, defamatory, obscene, or that intentionally discriminates against or harasses particular individuals or groups;
- Post any content to the Site that infringes any third party's intellectual property or other rights;
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- Imply that NETATMO-OMAJIN endorses any of your statements or positions;
- Take any action that imposes an unreasonable load on the server;
- Use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Services;
- Attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or making up the Services; and/or
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CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY) IS LIMITED TO \$100.

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Upon simple request by us, you agree to defend, indemnify, and protect NETATMO-OMAJIN from and against any losses, liabilities, damages and costs, including without limitation, reasonable legal and accounting costs, arising or resulting from any claims, actions or demands related to (i) your use or misuse of the Services, including any UGC ; (ii) your breach of these Terms of Use ; or (iii) any breach of any intellectual property or other third party rights, or any applicable law in connection with the use of the Services. NETATMO-OMAJIN shall provide a notice to you of any such claim, suit, or proceedings. NETATMO-OMAJIN reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting NETATMO-OMAJIN's defense of such matter.

TERMINATION OF THE SERVICES

- These Terms of Use will continue to apply until terminated by either you or NETATMO-OMAJIN as set out below.
- If you want to terminate your legal agreement with NETATMO-OMAJIN, you may do so by (a) notifying NETATMO-OMAJIN at any time at the following address NETATMO, 245 Rue du Vieux Pont de Sèvres, 92100 Boulogne-Billancourt or by email: privacy@netatmo.com and (b) closing your accounts for the Services which you use.
- NETATMO-OMAJIN may, at any time, terminate its legal agreement with you if:
 - You have breached any provisions of these Terms of Use (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use); or
 - NETATMO-OMAJIN is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

- The relationship between NETATMO-OMAJIN and the Partner with whom NETATMO-OMAJIN offered the Services to you has been terminated or the Partner has decided not to offer the Services anymore; or
 - NETATMO-OMAJIN is transitioning to no longer providing the Services to users in the country in which you are a resident or from where you use the Services, for example in NETATMO-OMAJIN's sole opinion, a service is no longer commercially viable.
- You understand and agree that some of your UGC, such as that displayed outside your profile, in any part of the Site, or on any social platforms, may continue to appear on the Site or on other social platforms even after your UGC is removed from the Site or your account is terminated.
- Sections 2 (Use of the Services), 7 (Disclaimer of Content and Warranties), 8 (Limitation of Liability), 9 (Indemnification of NETATMO-OMAJIN), 10 (Termination of Terms of Use), and 13 (Miscellaneous) shall survive the termination of this Terms of Use.

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MISCELLANEOUS

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- If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.
- NETATMO-OMAJIN not applying any provisions of these Terms of Use is not construed as a waiver of that provision or any other provision in these Terms of Use.
- Except as expressly agreed by NETATMO-OMAJIN and you, these Terms of Use constitutes the entire Terms of Use between you and NETATMO-OMAJIN with respect to the subject matter, and supersedes all previous agreements, whether written or oral, between you and NETATMO-OMAJIN with respect to the subject matter.
- The section headings are provided merely for convenience and shall not be given any legal import.
- These Terms of Use will inure to the benefit of our successors, assigns, licensees, and sublicensees.
- Any information submitted or provided by you might be publicly accessible. Important and private information should be protected by you. NETATMO-OMAJIN is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.

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