

Hypios CrowdInnovation Terms of Use

Last Updated February 1st, 2016

The Hypios CrowdInnovation service (“Service”) is an online marketplace that connects entities seeking solutions (“Seekers”) with problem solvers (“Solvers”) through the website located at www.hypios-ci.com (“Site”) operated by [Hypios CrowdInnovation SAS] (“Hypios CrowdInnovation”).

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE (“AGREEMENT”). BY ACCESSING AND USING THE SITE AND THE SERVICE, YOU (“YOU”, “USER”) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND HYPIOS CROWDINNOVATION, AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT USE THE SITE AND THE SERVICE. HYPIOS CROWDINNOVATION MAY REVISE THIS AGREEMENT AT ANY TIME BY POSTING AN UPDATED AGREEMENT ON THIS WEB PAGE.

1. Eligibility; Registration Information; Account/Password Protection

1.1 To use the Site and the Service, each user must be at least 18 years of age (in case of an individual) and must otherwise have the capacity to enter into legally binding agreements under applicable law. You hereby represent and warrant that you are at least 18 years of age (in case of an individual) and have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you are using the Site or the Service on behalf of an entity, you further represent and warrant that you are an authorized representative with the authority to bind such entity.

1.2 You agree that the information you provide to Hypios CrowdInnovation upon registration and at all other times is true, accurate, current and complete. You also agree to maintain and promptly update and keep accurate, current and complete any other information provided to Hypios CrowdInnovation.

1.3 When you register to use the Site and the Service, you will be asked to create a login name and password. You agree that you are solely responsible for all use of your account and for any and all activities that take place under your account. Accordingly, you agree to maintain and safeguard the confidentiality of your account and login information, and to not share your account and login information with any third party. You agree to promptly notify Hypios CrowdInnovation if you discover any unauthorized use of your account or login information.

2. User Submissions.

2.1 General

(a) The Site enables you to submit, post, and share information and content with Hypios CrowdInnovation and other users, as further described below. You must be a registered Hypios CrowdInnovation user to submit any content or information to the Site.

(b) If you are a Seeker, you may submit your(s) problem(s) in accordance with the rules outlined at [See ‘Seeker Terms’] and agree to be subject to the additional terms and conditions in any applicable Seeker Agreement.

(c) If you are a Solver, you may submit your(s) solution(s) in accordance with the rules outlined at [See ‘Solver Terms’] and agree to be subject to the additional terms and conditions in any applicable Solver Agreement, especially in the “Tripartite Agreement” which regulates your relationship with Hypios CrowdInnovation and one of its partners, and in the “Solver Terms” which regulates your general responsibilities as being a Seeker.

2.2 Right to Remove or Edit User Submissions. Except as otherwise expressly stated in any applicable Seeker Agreement or Solver Agreement, Hypios CrowdInnovation makes no representations that it will publish or make available on the Site any user submissions, and reserves the right, in its sole discretion, to refuse to allow any user submissions on the Site, or to edit or remove any user submission at any time with or without notice. Without limiting the generality of the preceding sentence, Hypios CrowdInnovation complies with the Digital Millennium Copyright Act, and will remove user submissions upon receipt of a compliant takedown notice (see the “Digital Millennium Copyright Act” section below).

2.3 License Grant by You to Hypios CrowdInnovation. Unless otherwise stated, you retain all your ownership rights in original aspects of your submissions. By submitting any materials to Hypios CrowdInnovation, and unless specified in any other Solver Agreement or Seeker Agreement, you hereby grant Hypios CrowdInnovation and its affiliates, sublicensees, partners, designees, and assignees of the Site (collectively, the “Hypios CrowdInnovation Licensees”) a worldwide, non-exclusive, fully paid-up, royalty-free, revocable (subject to the terms of this Agreement and the applicable Seeker Agreement or Solver Agreement), transferable license to use, copy, modify, publicly display, publicly perform, and otherwise exploit your submissions and derivatives thereof in connection with the Site, including, without limitation, for marketing, promoting, and redistributing part or all of the Site (and derivative works thereof), in any media formats and through any media channels now known or hereafter discovered or developed.

2.4 Additional License Grants. Unless for any materials explicitly covered for confidentiality in the Solver Agreement or Seeker Agreement, you grant the Hypios CrowdInnovation Licensees the right to use your name and/or likeness and/or any name and/or likeness that you submit in connection with your submissions if they should choose, without compensation or need for your prior approval, or to exercise any of the rights licensed to Hypios CrowdInnovation by you hereunder in connection with your name or likeness, a fictional name or persona.

2.5 User Submissions Representations and Warranties. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Hypios CrowdInnovation to use your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by Hypios CrowdInnovation and this Agreement, and to grant the rights and licenses set forth above, and (ii) your User Submissions, Hypios CrowdInnovation’ or any Hypios CrowdInnovation licensees’ use of such User Submissions pursuant to This Agreement, and Hypios CrowdInnovation’ or any of Hypios CrowdInnovation licensees’ exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third party’s rights, including any copyright, patent, trade secret, trademark, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade

the right of privacy, publicity or other property rights of any other person; (c) violate any applicable law or regulation; or (d) require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in this Agreement.

2.6 Inaccurate or Offensive User Submissions. You understand that when using the Site, you may be exposed to User Submissions from a variety of sources and that Hypios CrowdInnovation does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that you may find inaccurate, offensive, indecent, or objectionable. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST HYPIOS CROWDINNOVATION WITH RESPECT THERETO.

2.7 Feedback. If you provide Hypios CrowdInnovation with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site (“Feedback”), Hypios CrowdInnovation shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant Hypios CrowdInnovation a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

3. Privacy. Your privacy is important to Hypios CrowdInnovation. Hypios CrowdInnovation’s Privacy Policy <http://www.hypios-ci.com/privacy> is hereby incorporated into this Agreement by reference. Please read the privacy policy carefully for information relating to Hypios CrowdInnovation’s collection, use, and disclosure of your personal information.

4. Prohibited Conduct – BY USING THE SITE YOU PROMISE NOT TO:

4.1 Upload material that is not your own or that you do not have the legal right to distribute, display and otherwise make available to others;

4.2 Harass, threaten, or defraud other Site users;

4.3 Upload or send to other Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;

4.4 Make unsolicited offers, advertisements, proposals, or send junk mail to other users or collect emails or other contact information or personally identifiable information of other users;

4.5 Impersonate another person or access another user’s account without that person’s permission;

4.6 Share Hypios CrowdInnovation–issued passwords with any third party or encourage any other user to do so;

4.7 Misrepresent the source, identity, or content of information transmitted via the Site;

4.8 Use the Site for any illegal purpose or in any illegal manner; or

4.9 Upload material that is damaging to computer systems or data of Hypios CrowdInnovation or other users of the Site (e.g. a virus).

5. Modification of this Agreement

5.1 Hypios CrowdInnovation reserves the right, at its discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check this web page periodically for changes. Your continued use of the Site after the posting of changes constitutes your binding acceptance of such changes. In the event that any modifications materially alter your rights or obligations hereunder, such modified terms will become effective upon the earlier of (i) your continued use of the Site with actual knowledge of such modified terms, or (ii) 30 days from publication of such modified terms on the Site.

6. Prohibited Uses.

6.1 Access to the Site from territories where its contents are illegal is prohibited. Those who choose to access the Site do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the Internet, data, email, or privacy.

6.2 Except for the use explicitly stated in any other Solver or Seeker Agreement, any use of any of the Site other than for private, non-commercial use is strictly prohibited. As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. You may not use the Site in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorized access to the Site, or any part of the Site, other accounts, computer systems or networks connected to the Site, or any part of them, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site.

6.3 The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

7. Termination.

7.1 By Hypios CrowdInnovation. Except as expressly stated otherwise in this Agreement, you agree that Hypios CrowdInnovation, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with Hypios CrowdInnovation or use of the Site and remove and discard all or any part of your account or any content uploaded by you, at any time. Hypios CrowdInnovation may also in its sole discretion and at any time discontinue providing access to the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site or any account you may have or portion thereof may be effected without prior notice, and you agree that Hypios CrowdInnovation will not be liable to you or any third-party for any such termination. Hypios CrowdInnovation does not permit infringing activities on the Site and reserves the right to terminate access to the Site and remove all content submitted by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site may be referred to

appropriate law enforcement authorities. These remedies are in addition to any other remedies Hypios CrowdInnovation may have at law or in equity.

7.2 By you. Except as otherwise provided in the applicable Solver Agreement or Seeker Agreement, you may terminate your account, this Agreement and your right to use the Site at any time and for any reason or no reason, by contacting Hypios CrowdInnovation user support at support@hypios-ci.com, or by deleting your account.

8. Ownership; Limited License. The Site is owned and operated by Hypios CrowdInnovation. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by Hypios CrowdInnovation (“Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the Site are the copyrighted property of Hypios CrowdInnovation or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Hypios CrowdInnovation or its affiliates and/or third-party licensors. Hypios CrowdInnovation grants you a nonexclusive, revocable right to use the Site for its intended purpose provided that you do not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

9. Third-Party Sites.

9.1 The Site may include links to other web sites or services (“Linked Sites”) solely as a convenience to users. Hypios CrowdInnovation does not endorse any such Linked Sites or the information, material, products or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Hypios CrowdInnovation makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through the Linked Sites. ACCESS AND USE OF THE LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THE LINKED SITES OR AVAILABLE THROUGH THE LINKED SITES, ARE SOLELY AT YOUR OWN RISK.

9.2 Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site are solely between you and such advertiser. YOU AGREE THAT Hypios CrowdInnovation WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

10. Notice. Except as explicitly stated otherwise, legal notices will be served, with respect to Hypios CrowdInnovation, on Hypios CrowdInnovation’s national registered agent, and, with respect to you, to the email address you provide to Hypios CrowdInnovation during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice will be deemed given 3 days after the date of mailing.

11. User Disagreements. You alone are responsible for your involvement with other users. Hypios CrowdInnovation reserves the right, but has no obligation, to monitor disagreements

between you and other users. If you have a dispute with one or more users, you irrevocably and forever release Hypios CrowdInnovation (and Hypios CrowdInnovation's officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

12. Digital Millennium Copyright Act Compliance. If you are a copyright owner or an agent thereof, and you believe that any content hosted on the Site infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Copyright Agent (as defined below) with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works at the Site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Hypios CrowdInnovation to locate the material;

(iv) Information reasonably sufficient to permit Hypios CrowdInnovation to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Company's Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows: Copyright Agent at 121 avenue des Champs Elysées, Paris, France 75008, or by email at copyright@hypios-ci.com. For clarity, only DMCA notices should go to the Company Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Company customer service through support@hypios-ci.com. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

13. Disclaimers.

13.1 UNLESS OTHERWISE EXPRESSLY STATED BY Hypios CrowdInnovation, THE SITE AND ANY CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW,

Hypios CrowdInnovation, ITS SUPPLIERS AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

13.2 SEEKERS, SOLVERS AND ALL OTHER USERS OF THE SITE AND SERVICE ACKNOWLEDGE AND AGREE THAT Hypios CrowdInnovation ACTS SOLELY AS A CONDUIT FOR THE DISTRIBUTION AND/OR PUBLICATION OF INFORMATION AND MATERIALS PROVIDED BY SUCH USERS. UNLESS OTHERWISE EXPRESSLY STATED BY Hypios CrowdInnovation, Hypios CrowdInnovation, ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE SITE AND ANY CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE (I) WILL BE UNINTERRUPTED OR ERROR-FREE, (II) THAT DEFECTS WILL BE CORRECTED, (III) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (IV) WILL PRODUCE ANY SPECIFIC RESULTS OR WILL BE CORRECT, ACCURATE, RELIABLE, OR CURRENT. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND.

13.3 Due to maintenance or other reasons, the Site and the Service may be temporarily unavailable from time to time. Hypios CrowdInnovation will not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of user communications.

13.4 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. Indemnification; Hold Harmless. You agree to indemnify and hold Hypios CrowdInnovation, its affiliated companies, and its suppliers and partners harmless from any claims, losses, damages, liabilities, including reasonable attorneys' fees and costs of investigation, arising out of your use or misuse of the Site, violation of this Agreement, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Hypios CrowdInnovation reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

15. Waiver. The failure of any party at any time to require performance of any provision of this Agreement will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement will not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

16. Limitation of Liability and Damages.

16.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL HYPIOS CROWDINNOVATION OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE,

OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SITE OR THE SERVICE, INCLUDING THOSE THAT RESULT FROM THE USE OR THE INABILITY TO USE THE MATERIALS ON THE SITE, OR ANY OTHER INTERACTIONS WITH HYPIOS CROWDINNOVATION, EVEN IF HYPIOS CROWDINNOVATION OR A HYPIOS CROWDINNOVATION AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, HYPIOS CROWDINNOVATION' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16.2 IN NO EVENT SHALL HYPIOS CROWDINNOVATION', INCLUDING ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, AND THIRD-PARTY PARTNERS AND SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, EXCEED THE TOTAL AMOUNT RECEIVED BY HYPIOS CROWDINNOVATION FROM YOU UNDER THIS AGREEMENT.

17. DISPUTE RESOLUTION

17.1 General. Generally, if a dispute arises between Hypios CrowdInnovation and you, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Hypios CrowdInnovation agree that the parties will resolve any claim or controversy at law or equity that arises out of this Agreement or the Site (a "Claim") in accordance with one of the subsections below or as you and we otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

17.2 Choice of Law; Forum. This Agreement shall be governed in all respects by the French law, without regard to its conflict of law provisions. You agree that any claim or dispute you may have against Hypios CrowdInnovation must be resolved under the jurisdiction of the Tribunal de Commerce de Paris.

18. Miscellaneous.

18.1 Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

18.2 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Hypios CrowdInnovation without restriction.

18.3 Survival. Sections 1.1, 1.2, 2.1(b), 2.1(c), 2.2-2.7, 3-6, 8-18 will survive any termination of this Agreement.

18.4 Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any of the provisions hereof.

18.5 Entire Agreement. Except as expressly stated herein, this is the entire agreement between you and Hypios CrowdInnovation relating to the subject matter herein and will not be modified except as expressly stated in writing, signed by both parties, or by a change to this Agreement made by Hypios CrowdInnovation as set forth in Section 5 above.

18.6 Claims. YOU AND HYPIOS CROWDINNOVATION AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18.7 Disclosures. The services hereunder are offered by Hypios CrowdInnovation, located at: 121 avenue des Champs Elysées 75008 Paris and email: support@hypios-ci.com.