## Terms of use

### **GENERAL PRESENTATION**

You are connected to the <u>BIM.FINANCE</u> website published by BIM FINANCE (the "Site"), a company with a mission and capital of €200,000, with identification number 953 772 050 R.C.S. Lyon and VAT ID FR74953772050, having its registered office at 12 RUE DE LA PART DIEU 69003 LYON 3EME (the "Company").

By browsing the Site, you acknowledge having read and accepted the following information.

## **PUBLICATION**

The publication director is AMPERE HOLDING represented by Mr. Damian Py, in his capacity as Chairman of the Company. The Site is hosted by OVH, headquartered at 2 rue Kellermann - 59100 Roubaix - France, and can be reached by e-mail at contact@ovhcloud.com. Navigation on this Site is subject to the regulations in force. Any use of the Site implies unconditional acceptance of the contents of the Legal Notice page.

## **USE OF THE SITE**

### INTELLECTUAL PROPERTY

The Site, its content, texts and illustrations, photographs and images are the property of the Company. It is forbidden to copy and/or download all or part of the site, its content, texts and illustrations, photographs and images.

The user therefore undertakes to:

• Download the content of the Site onto your computer for personal use only and for a limited time only.

• Downloaded pages of the Site may only be printed on paper if the copies are strictly limited to personal use.

In particular, it is forbidden to modify, copy, reproduce, download, broadcast, transmit, commercially exploit and/or distribute in any way whatsoever the pages of the Site, or the computer codes of the elements making up the Site.

Please note that no hypertext link to the Site is permitted without the prior express authorization of the Company. Failure to do so will be considered as an infringement of copyright. Hypertext links to other sites from <a href="www.bim.finance">www.bim.finance</a> do not, under any circumstances, incur the liability of the Company.

#### CONTENTS

The Company makes every effort to ensure that the information contained on this Site is accurate and up-to-date, and reserves the right to modify the content at any time without notice. However, it cannot guarantee that the information is complete or that it has not been modified by a third party (intrusion, virus).

The information contained on the Site is strictly informative in nature, and does not imply any legal commitment or contractual agreement on the part of the Company, which reserves the right to modify its characteristics.

Access to the products and services presented on the Site may be subject to restrictions for certain persons or in certain countries. None of the products and/or services will be supplied by the Company to any person if this is prohibited by the law of that person's country of origin or of any other country to which that person may be subject. However, it is the responsibility of any interested person to check in advance with his or her usual advisors that his or her legal and tax status allows him or her to subscribe to the products and/or services presented on the Site.

#### **ACCESSIBILITY**

The user acknowledges having been informed that the Site is accessible 24 hours a day, 7 days a week. However, the Company does not guarantee that the Site will be accessible without interruption. In particular, the Company may interrupt access to the Site for maintenance purposes or in the event of an emergency.

More generally, the Company reserves the right to close access to all or part of the Site in the event of force majeure as defined by jurisprudence, principally: technical failures, breakdowns and technical problems concerning hardware, programs, software and the Internet network, which may result in the suspension or termination of service. If such is the case, the Company will endeavor to notify users and restore the service as soon as possible.

The Company undertakes to use its best efforts to secure access, consultation and use of the Site in accordance with the rules of Internet usage. However, the customer is solely responsible for securing his account, his double authentication system and, more generally, his IT resources, e-mail system and telephone.

Consequently, the Company cannot be held liable for :

- Temporary Site interruptions related to Site updates;
- Interruptions momentanées du Site nécessaires aux évolutions ou maintenance ;
- Operating difficulties or temporary interruption of the Site beyond the control of the Company, in particular in the event of interruption of electricity or electronic communications service.
- Failure or malfunction of the Internet network in the transmission of messages or documents.

You accept the characteristics and limitations of the Internet, and in particular acknowledge:

- That you are aware of the nature of the Internet, in particular its technical performance and response times for consulting, querying or transferring content.
- That the communication of your access codes or any other confidential information is your own responsibility.
- That it is your responsibility to take all necessary measures to ensure that the technical characteristics of your computer allow you to consult the content.
- That it is your responsibility to take all appropriate measures to protect your own data and/or software from contamination by any viruses circulating on the Site.

#### **SECURITY**

The Company does not warrant that the Site is error-free or that all imperfections will be corrected. You agree not to use any device or software of any kind to interfere or attempt to interfere with the proper working of the Site and not to take any action that imposes a disproportionately large load on the Company's infrastructure.

The Company shall not be held liable for indirect damages such as, but not limited to, losses resulting from transactions carried out on the basis of information appearing on the Site, loss of profit, loss of business and losses resulting from an interruption of service due to an Internet connection problem.

The Company shall not be held liable for elements beyond its control and for any damage that may be suffered by the user's terminal and, in particular, his/her computers, smartphones, tablets, software, network equipment and any other equipment used to access the Site and/or use all the services offered by the Site.

A secure area on the Site is reserved for anyone connecting to the Site and guarantees the confidentiality and completeness of information. It is the responsibility of each user to take all appropriate measures to protect his or her computer from contamination by viruses and other malicious programs circulating on the Internet.

# **ONFIDO** partner legal notice

https://onfido.com/privacy/