

## **LEGAL NOTICE**

Fairbrics, a SAS, société par actions simplifiée with a capital of 149,68€, registered with the French Register of Companies under number 853 194 629, having its head office at 6 RUE DES BATELIERS 92110 CLICHY.

Email: [hello@fairbrics.co](mailto:hello@fairbrics.co)

## **II. Website hoster**

[www.fairbrics.co](http://www.fairbrics.co)

## **GENERAL TERMS & CONDITIONS OF USE**

### **1. Introduction**

The present document constitutes the General Terms and Conditions of Use (the “terms”) of the website [www.fairbrics.co](http://www.fairbrics.co) (the “website”) published by Fairbrics, a French SAS, société par actions simplifiée with a capital of 149,68€, registered with the French Register of Companies under number 853 194 629, having its head office at 6 Rue des bateliers, 92110 Clichy Paris, France.

The purpose of these Terms is to define the terms and conditions under which Fairbrics, makes available to the users, whether natural person or corporate body (the “Users”), the Website and the services available on the Website.

Any connection to the Website is subject to compliance with these Terms.

The mere access by the User to Fairbrics’s website at the following URL [www.fairbrics.co](http://www.fairbrics.co) implies the full acceptance of all the conditions described below.

### **2. Our services**

Fairbrics is a company specialized in the field of chemical manufacturing of carbon emissions to transform to high value products with technological innovation in molecular chemistry. In this respect, Fairbrics has developed a patented technology for the transformation of carbon emissions to polyester, PET, aviation fuels etc, which is protected by various patent applications, and possesses know-how in this field.

This website provides information on Fairbrics’s activities, partnerships, and its employment opportunities.

### **3. Intellectual property**

#### **3.1. Website**

The Website and any software used in connection with it may contain confidential information as well as data protected by intellectual property law.

Thus, unless otherwise stated, the intellectual property rights on the documents and any data of any kind contained in the Website and each of the elements composing the Website (images, illustrations, texts, graphic elements, charter, etc.), including software, databases and newsletters are the exclusive property of Fairbrics (the “Content”), which does not grant any license or any right other than that of consulting the Website.

The reproduction of all or part of the Content is only authorized for the exclusive purpose of information for personal and private use, any reproduction and any use of copies made for other purposes in any way and in any form, whatsoever being expressly prohibited.

It is also prohibited to copy, modify, create a derivative work, assemble, decompile (except as provided by law), sell, assign, sublicense or otherwise transfer any right in the Content.

It is also forbidden to modify all or part of the Content and in particular the software or to use modified versions of the software in order to obtain unauthorized access to the service and to access the website by means other than the interface which is provided to the User by Fairbrics for this purpose.

### 3.2. Trademarks

It is recalled that Fairbrics is the owner of the brand Fairbrics, consisting of the trademarks and all the other marks, logotypes appearing on the Website, whether registered or not (the "Brand").

The user acknowledges the exclusive rights of Fairbrics on the brand and refrains from making any use and more generally to infringe the intellectual property rights of Fairbrics. Fairbrics reserves the right to claim damages in case of infringement and more generally infringement of its intellectual property rights. Similarly, the user is prohibited from infringing any property rights, including intellectual property rights that any company in the group to which Fairbrics belongs may be held.

All other trademarks or logos appearing on the Website are the property of either Fairbrics or a company of the group to which Fairbrics belongs or its service providers, partners, or suppliers. Any use of these trademarks and/or logos and/or any other Content in any way whatsoever is subject to the express permission of Fairbrics or the owner of the intellectual property rights concerned.

### 4. Hypertext link

The Website may include links to other websites or other Internet sources. To the extent that Fairbrics cannot control these sites and these external sources, Fairbrics cannot be held liable for the provision of these websites and external sources nor for the content, advertising, products, services or any other information or data available on or from these external sites or sources.

In addition, Fairbrics cannot be held liable for any actual or alleged damage or loss following or in connection with having used or trusted the content, goods, or services available on these sites or external sources.

Any creation of links to the website of Fairbrics, any framing of the website, and more generally any use of a component of the website, is subject to the prior express authorization of Fairbrics which may be revoked at any time at its sole discretion.

Fairbrics reserves the right to (i) remove any link to the website that has not been, or can no longer be, authorized and (ii) to claim damages.

### 5. Use of the Website

Each user must use the Internet with liability, respect, and courtesy to the other Internet Users' rights.

As such, it is forbidden for the user, by accessing the website, notably to:

- upload to the Website, display, send by email or transmit by any means any illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- upload to the Website, display, send by email or transmit by any means unsolicited or unauthorized advertising, promotional materials, misleading information, chain letters or any other form of solicitation;
- upload to the Website, display, send by email or transmit by any means any element containing a computer virus or other code, files or computer programs designed to interrupt, destroy or restrict the functionality of any computer software or hardware or telecommunications equipment;
- disrupt or interrupt the Website or the servers or networks connected to the Website and violate the requirements, procedures, rules or regulations of the networks connected to the Website;
- attempt to violate the service of any User, host or network, which includes, but not limited to, transmitting a virus through the Website, creating saturation, flooding the server, saturating the mailbox or falsifying any TCP / IP protocol information packet header or any part of the header information contained in any e-mail;
- access data that is not intended for the Users or log into a server or account which the User is not authorized to access;
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- use another person's identity;
- carry out an activity or incite a third party to carry out an illegal activity or any other activity that would infringe the rights of Fairbrics, its suppliers, partners, distributors, advertisers or any other users;
- transmit or transfer (by any means whatsoever) information or software derived from the Website, to other countries or to foreign nationals in violation of a national or international law or regulation.

By recognizing the global nature of the Internet, each User undertakes to respect all national and international rules and proceedings relating to online behavior and acceptable content and, notably, all applicable laws regarding the transmission of technical data.

At any time and for any reason, Fairbrics may implement any means to cease, without notice, the use of the Website by the User or any of the services of Fairbrics because of any behavior infringing these terms of use. Without prejudice to any damage or interest, Fairbrics reserves the right to claim from the User in case of non-compliance with the Terms.

## **6. Access to the Website**

The website is accessible via the Internet at [www.fairbrics.co](http://www.fairbrics.co)

Fairbrics will use reasonable endeavours to always make the website available to the user. However, there may be occasions when access to the Website may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, due to failure of telecommunications links and/or equipment or Force majeure. The User should promptly report any fault in the Website and/or the services to [hello@Fairbrics.com](mailto:hello@Fairbrics.com) and Fairbrics shall endeavour to remedy the fault as soon as reasonably practical.

## **7. Personal data and Cookies**

Fairbrics collects and uses personal data of Users.

The provisions relating to the processing of personal data are available in Fairbrics's Privacy Policy accessible below on the Website.

## **8. Exclusion of Fairbrics's liability**

The user is personally liable for setting up the computer and telecommunications resources to access the website and the knowledge necessary for the use of the Internet and access to the website. The user retains the costs of connection and equipment related to access to the internet and the use of the website.

The user uses the website at his own risk. Fairbrics cannot be held liable for any damage that any user may suffer because of such use.

In addition, Fairbrics does not accept any liability for any damages whatever causes, origins, natures or consequences including costs incurred to the acquisition of goods offered on the website, loss of profits, customer, data or any other loss of intangible goods caused by anyone's access to the website or the impossibility of accessing it or credit given any information from directly or indirectly to the same person.

The website also contains information from third parties and links to other websites. Fairbrics does not control the accuracy of the information contained therein or their content. Accordingly, Fairbrocs cannot be held liable for damages resulting from the use, access to, or inability to use such third-party information or the content of other websites.

Fairbrics cannot be held any warranty of any kind, whether implicit or explicit, including notable integrity, accuracy, topicality, non-infringement, availability, reliability or completeness of any information, products, accessories or services of the site or their suitability for the use intended by the visitor.

Any claim from a user against Fairbrics must be filed within 1 month of the appearance of the event, object of the claim.

## **9. Miscellaneous**

### **9.1. Modifications**

Fairbrics reserves the right to modify and update the terms, at any time, without notice. To be informed of these possible modifications, Fairbrics invites users to read the terms regularly. The use of the website will be subject to the Terms in force at the time of use.

Fairbrics will also update the "Version published on" date at the end of the Terms.

### **9.2. Entirety**

If one of the clauses of these terms is ineffective due to a change in legislation, regulation or by a court decision, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force. This will in no way affect the validity and enforceability of the remaining terms and conditions. Fairbrics's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

### **9.3. Governing law**

The present terms are governed by the laws of France.

Any dispute arising from the terms' interpretation, its execution, or any other issue between Fairbrics and a user, will be, failing an amicable settlement, shall be submitted to the jurisdiction of the Court of Paris, solely competent.

## **PRIVACY POLICY**

Confidentiality and protection of your personal data is important to Fairbrics, a French SAS, société par actions simplifiée with a capital of 149,68€, registered with the French Register of Companies under number 853 194 629, having its head office at 6 Rue des bateliers, 92110 Clichy Paris, France.

This Privacy Policy governs how Fairbrics collect, use, disclose, transfer, and store your personal information.

We undertake to comply with the European General Data Protection Regulation No. 2016/679 applicable from 25 May 2018 (the “GDPR”) and other French privacy laws.

Our Privacy Policy is intended to describe the security and confidentiality measures relating to your personal data implemented by Fairbrics.

### **1. Collection of your personal information**

Personal data is information which may be used to identify or contact a specific person.

You may be required to provide personal data at any time when you are in contact with Fairbrics or its affiliates. Fairbrics and its affiliates may exchange such personal data and use it in accordance with this Privacy Policy. They can also combine them with other information to provide and improve their products, services, content and advertising on various platforms.

You do not have to give us the personal data we request. However, if you choose not to do so, we will not always be able to provide you with our products and services, or even answer your questions.

Fairbrics can collect different types of data including the following:

- Identification data: surname, first name, title, IP address, etc.;
- Contact information: pin code, email address, etc.;
- Data relating to the use of our products and services:
  - data relating to your use of our products and services;
  - data relating to your interactions with Fairbrics: websites, mobile applications, social networks, meetings, e-mails, letters;
- Data collected using Cookies: to recognize you and remember your preferences;
- Data provided by the public authorities: to fight against excessive debt, placement under safeguard, recovery, judicial liquidation, etc.

Fairbrics does not collect sensitive data. If exceptionally we are required to do so, sensitive data will only be collected after obtaining your explicit prior consent.

Fairbrics does not make any decision involving the use of algorithms or profiling that may affect you drastically.

### **2. The means to collect personal data**

Your personal data may be directly provided by you, collected by us or may be obtained from other sources.

When your personal data are collected directly from you, this collection can be performed by different means and supports, including but not limited to:

- Word-of-mouth discussions;
- registration forms or other forms online;
- customer account ;
- email;
- instant message;
- mobile applications.

Fairbrics may record and retain conversations with you, including meetings, letters, email, live chats, video chats, and any other kind of messaging.

Your personal data may also be obtained from other supports, including but not limited to:

- publications and/or databases made available by the official authorities (for example, the official journal);
- our service providers;
- third parties such as credit reference agencies, fraud prevention agencies or data brokers in accordance with data protection legislation;
- websites and/or social media containing information that you have made public (your website, your Facebook page, your Twitter, etc.);
- databases made available to the public by third parties;
- people who have direct relations with Fairbrics, for example, when a customer, service provider or business partner provides us with personal information about you.

We may also collect and use personal data of individuals with whom we previously had, or could have had, a direct relationship such as:

- users of our website;
- potential or existing customers;
- people who participated in our events.

### **3. Use of your personal data**

Fairbrics may process your personal information for the purposes described in this Privacy Policy with your consent, for compliance with a legal obligation to which Fairbrics is subject or when it has assessed it

is necessary for the purposes of the legitimate interests pursued by Fairbrics or a third party to whom it may be necessary to disclose information.

- The collected personal data enables Fairbrics to keep you informed about the updates and upcoming events. If you do not want to be in our mailing list, you may decide to unsubscribe at any time by changing your preferences.
- We use your personal information to use and deliver products, services, content, and advertising, and for loss prevention and fraud prevention purposes.

We may also use your personal data for account and network security purposes, including to protect our services for the benefit of all our users.

- We may use your personal information to verify your identity and determine the appropriate services.
- We may use your personal data to inform you about changes to our terms of use and policies.
- We may also use personal data for internal purposes, such as for audits, data analysis and research to improve Fairbrics's products, services, and customer communications.

#### **4. Collection and use of your non-personal information**

We may also collect data which do not allow us to make a direct connection with a particular person. We may collect, use, transfer and disclose non-personal information for any purpose.

The following are examples of non-personal data that we collect and how we can use it:

- We may collect information such as business, language, zip code, area code, to help us better understand customer behavior and improve our products, services and advertising.
- We may collect customer activity data, notably, from our website. This data is collected and used to enable us to provide more useful information to our customers and to know which aspects of our website, products and services are most popular.
- We may collect and store information about your use of our services, including your searches. This information can be used to improve the relevance of the results provided by our services.

If we combine non-personal data with personal data, the combined data is treated as personal data as long as it remains associated.

#### **5. Cookies and other technologies**

Fairbrics 's website, online services, interactive applications, e-mails and advertisements may use Cookies and other technologies, such as pixel tags. These technologies enable us to better understand user behavior, indicate to us which parts of our websites are most visited, and facilitate and measure the effectiveness of Internet advertising and research.

We treat the data collected by cookies and other technologies as personal data when they allow us to make a direct connection with a particular person.

Fairbrics and its potential partners also use cookies and other technologies to remember your personal information when you use a website, online services and applications. In this case, our aim is to make your visit more convenient and to personalize it.

If you want to disable cookies, go to the Privacy pane of your web browser where an option will allow you to manage your preferences. If not, please consult your provider for information on how to disable cookies.

We also collect certain information automatically and store it in history. This data includes Internet Protocol (IP) addresses, browser type and language, Internet Service Provider (ISP), websites and applications, operating systems, date and the time, as well as data about your journey on the site.

We use this data to know and analyze trends, administer the site, track user behavior on the site and improve our products and services. Fairbrics may use this information for its marketing and advertising services.

## **6. Disclosure to third parties**

Fairbrics may sometimes make personal data available to partners working with Fairbrics for the supply of products and services, or helping Fairbrics commercialize its products to customers.

Personal data is only shared by Fairbrics to provide or improve products, services and advertisements. It is not shared with third parties for marketing purposes.

Fairbrics also shares personal data with companies that provide services such as information processing, execution of sales orders, product delivery, customer data management and development, provision of customer service, evaluating your interest in our products and services, and conducting customer satisfaction surveys or customer development. These companies must protect your personal data.

Fairbrics may be required, by law, in the context of legal proceedings, litigation and/or a request from the public authorities of your country of residence or otherwise, to disclose your personal data. We may also disclose your data if we believe that for national security, law enforcement or other public purposes, disclosure is necessary or appropriate.

We may also disclose your personal data if we believe that such disclosure is reasonably necessary to enforce our terms of use, or to protect our business or users. In the event of restructuring, merger or sale, we may transfer all personal data collected to the relevant third party.

## **7. Transfer of personal data abroad**

Your personal data may be shared with providers located outside of the European Economic Area.

Fairbrics transfers your data only when necessary to fulfil a contractual obligation, a legal obligation, protect the public interest and to defend its legitimate interests.

Fairbrics undertakes to transfer your personal data to providers who have been the subject of a decision of adequacy by the European Commission or undertakes to take one of the following precautions to ensure the protection of your data:

- enter into an agreement with the provider whereby the latter will have to protect your personal data by means similar to those provided by the Regulation, such as the insertion of standard contractual clauses approved by the European Commission;



- transfer your personal data to organizations benefiting from “Binding Corporate Rules” to provide adequate protection of data transferred from the European Union to third countries of the European Economic Area within a single company or group.

## **8. Personal data retention periods**

Fairbrics enables you to maintain the accuracy, up-to-date and integrity of your personal data. We retain your personal data for the time necessary for the purposes described in this Privacy Policy.

Your personal data is retained for the period required by applicable law or any other period necessary for Fairbrics to fulfil its operational obligations, for example to facilitate the management of the customer relationship or to be compliant with legal or regulatory requests.

For example, most personal data collected about a customer is remained by Fairbrics for the duration of their contractual relationship, to which is generally added a number of years after the end of this contractual relationship.

To estimate these retention periods, we carefully determine whether we need to collect personal data and, if we establish such a need, we only keep it in the shortest possible and necessary time to achieve the purpose of the collection, unless a longer duration is required by law.

If you wish to obtain more information about the duration for which your personal data will be stored or the requirements used to determine this duration, you can contact Fairbrics at the address indicated in point 9 below.

## **9. Access to personal data and your rights**

Pursuant the applicable regulations, you have rights to your personal data:

- to access the personal data that we hold and a copy of it.
- to ask us to correct personal data if they are incorrect or to delete them, unless Fairbrics has to retain them according to laws or for legitimate business purposes.
- to request the limitation of the processing of your personal data.
- to oppose, at any time, the processing of your personal data for personal reasons, for prospecting purposes, including profiling, unless Fairbrics is allowed to continue the processing of your data according to laws or for legitimate business purposes.
- as permitted or required by law, to receive the personal data you have provided to us or, where technically possible, to transfer your data to a third party.
- not to be subject to a decision based on automated decision-making, including profiling, if this decision would have legal effect on you or would produce a similar significant effect.
- to withdraw your consent at any time.

Fairbrics may refuse to process vexatious requests, requests that violate the confidentiality of third-party data, requests that are extremely difficult to set up, or requests for which access is not required by applicable law.

You may exercise your rights by writing to us by email at [hello@Fairbrics.com](mailto:hello@Fairbrics.com) or by simple letter to our head office address.

In accordance with the GDPR, you also have the right to file a complaint with the CNIL, whose website is accessible at the following address [www.cnil.fr](http://www.cnil.fr) and whose registered office is located at 3 Place de Fontenoy – TSA 80715 – 75334 Paris Cedex 07.

## **10. Third party websites and services**

Fairbrics' websites, applications and services may contain links to third-party websites, products and services. Our products and services may also use or offer third-party products and services.

The information collected by third parties, which may include, notably, contact information, is governed by the privacy practices of those third parties. We invite you to learn about these practices.

## **11. Our commitment to preserving your privacy**

When your personal data is stored by Fairbrics, we use limited access computer systems installed in premises using technical and organizational security measures.

Fairbrics cannot be held liable for any personal data breach or damages to personal data when stored by a third party.

Fairbrics offers a high standard for the security of personal data, preserving confidentiality, integrity and authenticity through the use of various methods.

Fairbrics requires its employees, service providers and partners to respect high standards of security and information protection, notably by contractual obligations under which they undertake to protect all data and enforce strict measures regarding the transfer of personal data.

## **12. Amendment of Privacy Policy**

Fairbrics may update this Privacy Policy periodically.

In the event of a substantial change, a notice will be posted on our website with the updated Privacy Policy.

The latest applicable version of the Privacy Policy is available on our website [www.fairbrics.com](http://www.fairbrics.com).

## **13. To find out more about your personal data**

If you have any question regarding the use of your personal data under the Privacy Policy, you can send an email at the following address: [hello@fairbrics.co](mailto:hello@fairbrics.co).