

TERMS AND CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

The present terms and conditions (hereafter “**T&C**”) define the conditions under which the OBSERVATOIRE DE L’IMMOBILIER DURABLE, an association registered with the number 794 031 278, whose headquarters are located at 12 rue Vivienne – 75002 Paris, represented by its President (hereafter “**OID**”) makes available to its professional client (hereafter the “**User**”) the RARE platform (hereafter the “**Platform**”), available on the website R4RE Resilience For Real Estate, accessible via the URL - r4re.resilience-for-real-estate.com, and devised to produce territory- and building-scale cartographic visualisations and analyses using different tools (hereafter the “**Services**”).

ARTICLE 2 – ACCEPTANCE OF THE TERMS AND CONDITIONS

2.1 The use of the Platform implies full and complete acceptance of the present T&C by the Users. These T&C may be modified or added to by OID at any time. Users of the Platform are therefore invited to consult them regularly.

2.2 Acceptance of the present T&C by Users who register on the Platform takes the form of a checkbox on the registration form.

2.3 For professional and non-professional Users that are not registered on the Platform (hereafter “**Unregistered Users**”), use of the Platform and its Services entails their acceptance of the T&C concerning stipulations relating to the use of the Platform, without restrictions or reservations.

ARTICLE 3 – SERVICES PROVIDED

The Platform makes the following Services available to the Users:

3.1 Bat-ADAPT

A tool for analysing climate risks at building scale. Bat-ADAPT helps property players make strategic decisions, concerning the choice of location, their reporting obligations, their investments, and the implementation of their adaptation strategy. The key functions of Bat-ADAPT comprise a detailed cartography of exposure to climate risks, a risk analysis of buildings and property portfolios, and recommended action for adaptation.

3.2 Bat-ADAPT Territoires

A tool for analysing climate risks at territory scale. This itinerary provides a detailed analysis on three levels: region, *département* (administrative area), and municipality. It provides risk maps, indicators on territorial facilities, and recommendations to improve the resilience of territories.

3.3 BIODI-Bat

A tool for analysing biodiversity issues concerning buildings. Users have access to three levels of analysis:

- at territory scale to determine the biodiversity issues at their address;
- at the scale of the building and its plot to evaluate their potential for hosting biodiversity;
- an indicator to test how the plot can contribute to the issues of heat and stormwater management.

3.4 ARG VIP

An extension of Bat-ADAPT for analysing potential building disruptions caused by clay shrinkage and swelling. Users have access to: (i) educational material, (ii) models analysing a property’s exposure and vulnerability, (iii) a catalogue of budgeted solutions.

ARTICLE 4 – ACCESS TO THE PLATFORM AND USAGE

4.1 Terms of use for the Platform

Users and Unregistered Users agree to access the Platform using recent equipment that is free from viruses via an updated, recent browser.

Users and Unregistered Users confirm that they possess the technical knowledge required to use the Platform correctly, in particular concerning the manipulation of data, and agree to use the Platform sensibly.

Users and Unregistered Users are entirely responsible for their use of the Platform. OID cannot be held responsible for any defective operation of the Platform following its incorrect use by the User.

4.2 Access to and usage of the Platform

4.2.1 Unregistered Users can access the Services without creating an account, simply by accessing the cartographic visualisations available on the Platform and the building analyses. For the latter, Unregistered Users enter the address of their property and its technical characteristics to obtain an analysis and recommendations free of charge.

4.2.2 In order to access some additional functions on the Platform, such as the capacity to create and pilot a property portfolio, Users must create a customer account by filling in information relating to their professional entity, such as the company name and SIREN number. A customer account (hereafter the “**Entity Account**”) is then created based on the price conditions described in Article 5. Once the information has been provided and the creation of the Entity Account validated, the User receives an email confirming the creation of the Entity Account comprising an identification code and inviting them to create a personal, confidential password by clicking on the link included in the email (hereafter the “**Log-in Details**”).

These Log-in Details open up access to a personal space (hereafter “**Personal Space**”). The User can then set up an area for their properties and organise them into a portfolio, in cooperation with other Users from their entity with access to the Entity Account.

4.2.3. Three types of User exist: (i) administrators, who can create groups of buildings, add other users from their entity, and define their rights of access, (ii) deputy administrator, who have the same rights as an administrator at the scale of one or more groups of buildings, and (iii) users, who can create and analyse buildings in the group or groups of buildings attributed to them.

4.2.4. Users must use their Log-in Details each time they connect to their Personal Space.

The Log-in Details are designed to ensure that access to the Personal Space is reserved to the User, and to protect the integrity and availability of the Platform, and the integrity, availability and confidentiality of the User’s data.

The Log-in Details are personal and confidential. They can only be changed at the request of the User or at the initiative of OID provided that it previously informs the User. The User agrees to make every effort to keep their Log-in Details secret and not to disclose them in any format.

The User is entirely responsible for the use of their Log-in Details and for the safekeep of their access codes. They agree to ensure that no other individual unauthorised by OID can access the Platform. In general, the User assumes responsibility for the security of their Personal Space.

In the event that the User learns that a third-party has accessed their space, they must inform OID immediately and provide written confirmation by registered letter.

4.2.5. Users who request to do so from OID can set up a single sign-on or SSO (hereafter “**SSO Service**”), an authentication function specific to their professional company (the “**Entity**”), to access the Platform. OID then sends an estimate corresponding to this additional service for validation by the Entity before the SSO Service is set up.

4.2.6. The Platform is equipped with an application programming interface or API (hereafter “**API Service**”), to which Entities can connect in order to access the analyses produced by the Services directly on their interfaces. OID sends an estimate corresponding to this additional service for validation by the Entity before the API Service is set up.

ARTICLE 5 – FINANCIAL CONDITIONS

5.1. Price

The prices for creating an Entity Account are provided for information on the Platform, and can be sent in the form of an estimate (hereafter the “**Estimate**”) to the User.

The prices are based on the number of buildings present in the Entity Account’s database. The User may request an upward revision of this number during one year following registration. Requests to revise the number downwards will only be considered at the time of renewing the subscription.

The Estimate and the T&C constitute the basis for commercial negotiations and prevail over all other general or specific conditions not expressly agreed to by OID (hereafter the “**Contract**”).

5.2. Demo account

Before registering for an Entity Account, the User can solicit OID to create a demonstration account (hereafter the “**Demo Account**”) to test the Services free of charge for a limited period and with limited characteristics. The conditions relating to the creation of a Demo Account are specified on the Platform.

An Entity can only create one Demo Account.

5.3 Payment methods

The invoice is sent out when the Entity Account is created and thereafter every year on the anniversary of the creation of the account.

All invoices are payable by bank transfer within 30 (thirty) days following their date of issue.

5.4 Payment default

Pursuant to Article L441-6 of the French Commercial Code, any sum that remains unpaid on its due date shall automatically incur late payment interest equal to the ECB’s sixth-month refinancing rate increased by 10 points, without this rate being less than three times the legal interest rate. Flat-rate recovery fee: 40 euros. No compensation whatsoever, other than legal, may be exchanged between the Parties to the Contract. Any rights, expenses and legal fees that the performance of the present Contract may give rise to shall be at the expense of the Client. Moreover, any late payments may rightfully lead to the termination of the present Contract in compliance with the provisions of Article 10.2.

OID reserves the right to refuse any new order from the User and to suspend the carrying out of its own obligations, which includes suspending access to the Entity Account, without formality, until the settlement of the User’s account, without OID being liable and without the User being able to claim any credit or refund concerning their access to their “Portfolio”, which would be suspended due to this incident.

ARTICLE 6 – MAINTENANCE OF THE PLATEFORM

The operation of the Platform may be temporarily interrupted at any time for maintenance or updating reasons.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.1. OID property

All of the items constituting the platform, including (i) the technical repository associated with the tool, (ii) its databases, (iii) its tree structure, graphic charter and browsing interface, (iv) any software or algorithms used, and (v) the documents, guides, methodologies and data integrated into the Platform, are protected by the applicable intellectual property provisions.

These items are the exclusive property of OID and/or its partners and third parties that have granted the necessary rights. Any total or partial reproduction, representation, modification, dissemination or exploitation of these items, without previous written permission, is strictly prohibited and likely to lead to civil and criminal sanctions in accordance with the French Intellectual Property Code.

Note that all distinctive signs including brands and logos remain the property of OID or of the holders of the intellectual property rights concerned. The User and Unregistered User recognise these exclusive rights over these signs, and agree not to use them in any way whatsoever beyond the consultation of the Platform and not to infringe OID’s intellectual property rights or those of the holders of the concerned rights.

Any use of Properties other than related to consultation of the Platform is prohibited without the prior written consent of the holders of the rights concerned.

7.2. Free operating licence

In order to ensure controlled and compliant use of the analyses produced by the Platform in the Users’ work, Users are authorised to make use of these analyses for professional or academic purposes free of charge, provided that they explicitly mention OID as the source, in particular by using its name, logo or other graphic features provided for this purpose. This reference must respect the communication rules established by OID and must in no way alter the integrity or quality of the analyses provided.

ARTICLE 8 – RESPONSIBILITY AND GUARANTEE OF OID

OID shall not be held liable for any direct or indirect damage caused to the equipment of Users and Unregistered Users while using the Platform.

In general, given the technical IT and telecommunications constraints of using the Platform, OID shall not be liable in case of direct and/or indirect damage caused by any malfunction, which is not imputable to OID, and/or difficulty in accessing one or several stages of the Platform, including issues inherent to the use of the internet, such as a disruption of the service or the presence of computer viruses.

ARTICLE 9 – PERSONAL DATA

When performing the Contract, the parties may be led to process personal data. The parties guarantee that (i) this processing shall be carried out in compliance with European regulations and in particular (EU) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”) and (ii) they dispose of all the necessary means with respect to this French and European regulation (in particular the provisions set out in Chapters III and IV of the GDPR) concerning data processing.

Concerning personal data processed by OID, the User is invited to consult the GDPR policy: <https://r4re.resilience-for-real-estate.com/privacy-policy>.

ARTICLE 10 – CONFIDENTIALITY OF ENTITY DATA

10.1 Entity Data

For the proper use of its Services, the Platform collects information specific to Entities (hereafter “**Entity Data**”), provided (i) by the User upon the creation of the Entity Account or collected on the Platform through the use of Services, and (ii) by the Unregistered User through use of the Platform.

These Entity Data comprise the following information:

- Company name
- Home company
- SIREN No. (company number)
- Invoicing address
- Intracommunity VAT No.
- Information showing that the Entity is a member or partner of OID
- Information concerning the Entity's subscription to the Services
- Information concerning the buildings stored in the Entity Account
- Number of Users connected to the Entity Account
- SSO access activated or not

10.2 Building Data and Analysis Data

To operate effectively, the Services use data voluntarily recorded by the Users and Unregistered Users, collected via the site interface, the questionnaires available on the Platform, and the form for adding buildings in .csv format (hereafter the “**Building Data**”), and data generated from the usage of the tools featured on the platform (hereafter the “**Analysis Data**”).

The Building Data gather the information describing property entered on the Platform, such as their address, morphology and technical characteristics.

The Analysis Data gather information resulting from the analysis produced by the Services, including calculations regarding the indicators featured on the Platform.

Building Data and Analysis Data collected in unconnected mode, i.e. by Unregistered Users, are not stored and kept by the Platform.

However, Building Data and Analysis Data used in connected mode by Users are stored and kept on the Platform, linked to the Entity Account of the User in question.

10.3 Duration of Storage of Entity Data, Building Data and Analysis Data

Entity Data, Building Data and Analysis Data are automatically stored on the Platform as provided by the User as long as the Entity Account to which they are linked exists.

A User can decide to delete properties from their Entity Account, in which case the related Building Data and Analysis data will be deleted from the Platform.

When an Entity Account is deleted, the Entity Data, Building Data and Analysis Data are deleted from the Platform.

OID periodically makes backup copies of the Entity Data, Building Data and Analysis Data. These data are anonymised (the name of the company, its home group, SIREN, invoice address, intracommunity VAT No., and the exact address of the properties are deleted), and may be used by OID for statistical purposes or to improve the Services. These backup copies are kept for a maximum duration of two (2) years, so that the anonymised Entity Data, Building Data and Analysis Data are not kept for any longer than two (2) years following the deletion of an Entity Account.

10.4 Users of Entity Data, Building Data and Analysis Data

The Users of the Entity Data, Building Data and Analysis Data processed on the Platform are:

- The Users: Users with a Personal Space on the Platform, who can access specific information regarding their Entity Account, according to the access rights established when creating their Personal Space.
- Entities with an API Service giving them access to the Services: Entities that have set up an API connection from the Platform can access information specific to their Entity Account from their own interface.
- OID: Employees of the Observatoire de l'Immobilier Durable who process data to ensure the smooth operation of the service and the quality of the analyses provided, in accordance with the conditions established in the present confidentiality policy, and its service providers, such as IT and hosting providers.

OID may choose to transmit anonymised Building Data and Analysis Data to its partners in order to produce statistical studies, which the User accepts.

10.5 Rights granted to OID regarding Entity Data, Building Data and Analysis Data

In cases where Entity Data, Building Data and Analysis Data are subject to intellectual property law, when transmitting the data via the Platform, the User grants a non-exclusive, free-of-charge licence to use these data to OID, which accepts. This licence covers the entire world, for the duration of the intellectual property rights linked to the Entity Data, Building Data and Analysis Data.

In cases where the Building Data and Analysis Data are not subject to intellectual property law, the User consents that the OID may reuse them, including for statistical purposes, to constitute building databases, or to produce detailed reports and market studies on sustainable property.

10.6 Security measures put in place by OID

OID agrees to put in place all technical and organisational measures to ensure the confidentiality of the Entity Data, Building Data and Analysis Data.

To this end, OID takes all of the necessary security measures regarding the nature of the data and the risks involved in this processing, to preserve the confidentiality and integrity of the said data. This includes ensuring that they are not deformed or damaged, and that unauthorised third parties cannot access them (physical protection of the premises, confidentiality charter signed by OID staff, clearance procedure for the access of competent staff, personal and secure access via confidential log-in ID and passwords, etc.).

ARTICLE 11 – DURATION OF CONTRACT, TERMINATION AND END OF CONTRACT

11.1 Fixed-term contract

Concerning Entity Accounts, the Services are provided for a duration of one year tacitly renewed on the anniversary date of the subscription.

The Services are then tacitly renewed for successive periods of the same duration as the initial period, except in the case of formal notification by the User sent to the following address, at least one month before the anniversary date of the subscription: contact-r4re@o-immobilierdurable.fr.

The unsubscribing is effective at the end of the current subscription year. It involves the deactivation of the Entity Account, and the deletion of the Personal Space of all Users linked to the Entity Account.

11.2. Termination of the Contract for breach

In the case of default by one or other of the parties in performing any of their obligations set out in the Contract, the latter may be terminated as of right, by the other party, notwithstanding any request to compensate the losses suffered, but respecting the procedure described below.

The party victim to the default must give the defaulting party formal notice to cease the default, specifically mentioning the application of the present article of the Contract. If, following a period of fifteen (15) clear days from the first presentation of this formal notice, no action has been taken, the party victim to the default shall acknowledge the rightful termination by registered letter with acknowledgement of receipt in the month following the expiry of the above-mentioned delay.

Failing that, the defaults mentioned in the formal notice shall not justify a rightful termination of the Contract, but may still be used against the defaulting party for any legal action.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

The failure of a party to the Contract to make use of one of the Contract's provisions shall in no way constitute a waiver of the benefit of that clause.

The nullity, unenforceability or, more generally, absence of effect of any of the stipulations of the Contract shall not affect the rest of the Contract, which shall be carried out as if this stipulation had never existed, on the condition, however, that this does not compromise the balance of the Contract and that the stipulation in question was not an essential condition of the consent of a Party.

In addition, the parties agree to replace, as far as possible, any stipulation deprived of its effectiveness by a valid stipulation to the same effect that as far as possible reflects their initial intention.

The parties acknowledge that they act on their own behalf as independent companies and that they shall not be considered as agents for each other. The Contract does not constitute an association, or a franchise, or a mandate given by one of the parties to the other. The parties declare that they have the full capacity to enter into the Contract and that no legal, contractual or judicial reason prevents them from doing so.

ARTICLE 13 – APPLICABLE LAW – AMICABLE AGREEMENT – COMPETENT COURTS

The Contract is governed by French law to the exclusion of any other law.

In order to mutually find a solution for any disagreement that might arise in the performance of the Contract, the parties agree to meet within 3 (three) days from reception of a registered letter with acknowledgement of receipt, notified by one of the parties. The present procedure for amicable agreement is a mandatory prerequisite before any legal action between the two parties. Any legal action in violation of the present clause shall be declared inadmissible. However, if following a period of 15 (fifteen) days, the parties do not succeed in agreeing on a compromise or solution, the dispute shall then be brought before the court designated below.

For any dispute relating to the formation, interpretation or performance of the Contract, the parties give jurisdiction to the courts of Paris (France), which shall have sole jurisdiction notwithstanding multiple defendants or activation of guarantees, even in case of emergency proceedings.