

## **MYSOCATA USER POLICY AGREEMENT**

This is the user policy agreement, hereinafter referred to as “User Policy” is entered between:

DAHER AEROSPACE SA, acting for themselves and on behalf of its affiliate companies SOCATA NORTH AMERICA, SOCATA SAS, GIE DAHER SYSTEMES INTEGRÉS.

AND

The user (the User),

### **RECITAL:**

- A.** This User Policy sets out the rules that govern the access to [mysocata.com](https://mysocata.com), the use of the website restricted content, (the “Website”) and services enclosed therein. It also state the actions that Daher may take, within its sole discretion, for any use/conduct that Daher deems unacceptable or inappropriate.
- B.** the General purpose of the Website is to to improve the communication between customers, visitors, network partners and employees.

[Mysocata.com](https://mysocata.com) is offered to the User, conditioned on acceptance of the terms and conditions of this User Policy, without any modification. Daher encourages the User to read carefully this User Policy.

### **ARTICLE 1. DEFINITIONS**

As used in for the sole purpose of the User Policy, and unless otherwise provided, the capitalised terms, singular or plural, used in this User Policy, shall have the meanings set out below:

**Cookie** means a small text file stored on the User’s computer that makes it easy for the User to move around the Website without continually re-entering his name, password, and/or his preferences.

**Content** means, without limitation and by example, any contents, materials, texts, documents, forms, information, advices, know-how, descriptions, presentations, images, graphics, design drawings, pictures, icons, and other files of any kind, and any other information provided from or on [mysocata.com](https://mysocata.com) or available through the Website, excluding the Mandatory Information. Content does not constitute any definitive or official statements expressed by Daher. To further inquire reliable information, the User may contact any Daher representatives.

**Data** means the Data automatically collected online, the Data collected from interactive Forms or the other Data Daher may collect from time to time, concerning the User.

**Dispute** has the meaning as set out in the Article 8.

**“Personal Data”** has the meaning set out in the Data Protection Legislation.

**“Services”** means any service offered to Users on the Website.

## **ARTICLE 2. GENERAL**

A connection to the Internet is required to access the Website. In addition, the User shall register and create an account. Access to the Website becomes available after registration which may necessitate the collection of certain preliminary information on User.

User is responsible for maintaining the confidentiality of User's password and account, and is fully responsible for all activities that occur under his/her password or account.

User agrees to immediately notify Daher of any unauthorized use of the password or account or any other breach of security. Daher cannot and will not be liable for any loss or damage arising from failure to maintain the confidentiality of the password.

User is responsible for configuring the information technology, computer programs and platform in order to access the Website.

## **ARTICLE 3. CODE OF CONDUCT OF THE USER – STATEMENT OF THE USER**

**3.1** Whilst connected to the Website, the User commits to fully comply with this User's Code of Conduct; In any case of breach of the User's duties set out in this Article 3, Daher may make application of the provisions in Article 7 to suspend or cancel the User's access to the Website without prejudice to its other rights.

User's code of conduct is set out as follows:

- 2.1.1 User shall use the Website and the Services for lawful purposes only, in accordance with the User Policy.
- 2.1.2 User shall use the Website and the Services as permitted by applicable local, state, federal and/or international laws.
- 2.1.3 User shall not use the Website and/or the Services to conduct and/or attempt to conduct any business or activity and/or solicit the performance of any activity prohibited by applicable local, state, federal and/or international laws.
- 2.1.4 User shall not to, knowingly and without authorization, alter, damage, or destroy Daher computer system, network, software, program, documentation and/or information contained therein.

## **3.2 STATEMENT OF THE USER**

The performance of this User Policy may imply cross-border transfer of Personal Data.

- 2.2.2 The User agrees that any Dispute shall be determined and settled in accordance with the Article 7 of this User Policy.
- 2.2.3 User understands that for information update and accuracy, any previously published content in the Website is deemed deprecated and does not whatsoever constitute a legal piece of reliable information. In order to use reliable information source, the User shall take into account any revised Content published on [mysocata.com](http://mysocata.com).

### **3.3** **MANAGEMENT OF IP RIGHTS POLICY**

In relation to the management of IP rights under the Website and/or the Services – the User agrees as follows: Access to the Website and service offered therein does not give User ownership of any intellectual property rights in relation to the services available on the Website or the content displayed therein. User may not use content from the services unless permission is requested and granted by Daher or are otherwise permitted by law. The present terms do not grant User the right to use any branding or logos used with respect to the Services and which property shall remain solely to Daher and/or its affiliate companies or the party licensing Daher the right to use them on the Website. User shall not remove, obscure, or alter any legal notice displayed in or along with the services including any document available for download. User hereby grant a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute any content posted on the website. The rights granted hereby are however limited to the purpose of operating, promoting, and improving the Website and/or the Services, and to develop new services and new contents.

## **ARTICLE 4. DAHER CODE OF CONDUCT**

**4.1** Properly securing the Data collected online is a primary commitment. In order to fulfil this purpose, Daher will:

- (i) Employ internal access controls to ensure the only people who see the Data collected are those with a “need to know”, in order to perform their official duties, and
- (ii) Train relevant personnel on our privacy and security measures to know requirements for compliance, and
- (iii) Secure the areas where Daher holds hard copies of Data collected online, and
- (iv) Perform regular backups of the Data collected online to insure against loss, and
- (v) Use technical controls to secure the Data collected online including but not limited to Secure Socket Layer (SSL), Encryption, Firewalls, and Password protections, and
- (vi) Test security procedures to ensure personnel and technical compliance, and
- (vii) Employ external access safeguards to identify and prevent software piracy and/or computer hacking.
- (ix) Comply with European laws and regulations while processing Personal Data.

Daher may:

- (i) Amend this Policy at any time and without notice to the User, and/or
- (ii) Change, at any time and without notice to the User, the Website Content.

**4.2** Regarding Personal Data, in accordance with the law, it is reminded that the User may:

- 1) Access the Data on him/her and at his/her request, receive a copy of the Data and related supplementary information concerning Data processing as required by the law;
- 2) Request, provided that the purposes of data processing allow it:

- a. Inaccurate Data to be rectified;
  - b. Incomplete Data to be supplemented; and
  - c. Outdated or obsolete Data to be erased.
- 3) Be forgotten by Daher, if:
- a. Data are no longer necessary in relation to the purposes of data processing;
  - b. The data subject has objected to the data processing and there are no overriding legitimate grounds for the data processing;
- 4) Restrict the processing of the Data on him/her if:
- a. Data subject contests the accuracy of the Data;
  - b. The processing is unlawful and the data subject opposes the erasure of the Data and requests the restriction instead;
  - c. The data controllers no longer need the Data for the purposes of uses, but Data are required by the data subject for the establishment, exercise or defense of legal claims; or
  - d. Data subject has objected to processing and pending the verification whether the legitimate interests of the data controller override those of the data subject;
  - e. Receive the Data concerning him or her, which he or she has provided to data controllers, in a structured, commonly used and machine-readable format and have the right to transmit those data to other data controller when the processing is necessary for performance of a contract where the data subject is involved; or
- 5) Lodge a complaint with a supervisory authority.

In order to use these rights, the User shall contact the following contact [mysocata@socata.daher.com](mailto:mysocata@socata.daher.com). However, the request may be declined where allowed or required under the law. DAHER retains Data for the course of the contractual relationship and, to the extent permitted by law.

## **ARTICLE 5. NATURE OF COLLECTED DATA**

Throughout the Website, Daher will let User know whether the Data is voluntarily requested or strictly required for certain access(es)/purpose(s). Each time the User provides his Personal Data voluntarily, the User is deemed to grant Daher his consent to use this Data limited however to the purposes defined hereunder in 5.1. For any required data; Daher will request the User to grant his consent, will state in each case the exact purpose(s) and let the user take final decision.

### **5.1** Daher requests are strictly limited to the following categories of Personal Data:

- (i) Contact information (email address, physical address, phone number), and/or
- (ii) In order to confirm his identity, the User's License numbers or any other information available by the User's officials documents, and/or
- (iii) Aviation-related information (aircraft registration number, aircraft serial number...) and occupation information in order to determine if the User is, a customer, a network partner, a flight instructor, a mechanic or an employee of Daher.

To the following purposes (unless otherwise specified under a data processing authorization:

- Detect and defend against fraud and other security risks to protect users and partners Meet Daher legal duties; and
- Improve Daher products, the Website features, the Services.

Data collection and processing is operated by GIE DAHER SYSTEMES INTEGRÉS (data controllers) to the benefit of the following entities: DAHER AEROSPACE, SOCATA, SOCATA NORTH AMERICA and their successors.

## **5.2** Data collected from interactive forms:

The Website may offer interactive forums that let voluntarily submit Personal Data. It may occur when the User registers, by example, for conferences, workshops, or training sessions offered by Daher orders publications from Daher or submits his comments to various web discussion forums.

In such a case, Daher shall only use Data collected for the expressed purpose for which it is intended. However, if the User provides to Daher his name, email address, or other personal Data when he leaves a comment to a Daher web discussion forum, then, Daher- may post this information along with his comment.

### Cookies or other tracking devices:

Daher only uses “session” Cookies on the Website. “Session” Cookies means that Daher-Socata stores the Cookie in the User’s computer, only when the User is using the Website. Once the User turns off his computer or ceases to use the Internet, the Cookie disappears with his personal Data.

## **ARTICLE 6. DISCLAIMER**

**6.1** The Website is provided to the User for an information purpose only. Daher does not warrant or represent that:

- (i) The Content is accurate, reliable and/or complete, and
- (ii) The Content is up-to-date or current, and
- (iii) The Content is free from technical inaccuracies or typographical errors, and
- (iv) The Content is free from changes caused by third party, and
- (v) The Website will be uninterrupted, problem-free, free of omissions, and/or error free.

**6.2** Daher does not assume any liability for these matters. In other words, User uses the Website at his own risk. Under no circumstances, including, but not limited to negligence, shall Daher-liable for any direct or indirect, special, incidental, exemplary and/or consequential damages, including, but not limited to loss of data and any deterioration or infection by viruses, resulting from any use of the Website Content.

**6.3** The Website Content is provided “as is”, “as available”, and without warranties of any kind, either expressed or implied.

## **ARTICLE 7. TERMINATION**

**8.1** Daher reserves the right, within its sole discretion, cancel the access of the User to the Website, without notice. In addition, Daher is entitled to immediately cancel or suspend the



User's access to all or part of the Website or the Services therein in the event of any conduct by the User which Daher, at its sole discretion, considers to be unacceptable or inappropriate, or in the event of any breach by the User of any term of this User Policy.

**8.2** Notwithstanding the foregoing, the Article 6 "DISCLAIMER" and the Article 7 "APPLICABLE LAW – SETTLEMENT OF DISPUTES" shall survive to the cancellation of the access rights.

#### **ARTICLE 8. APPLICABLE LAW – DISPUTE SETTLEMENT**

**7.1** The User Policy shall be governed by the substantive laws of France without reference to its conflict of law rules.

**7.2** In the event of any dispute, controversy or claim, hereinafter referred to as "Dispute", arising out of or in connection with the User Policy, such Dispute shall be determined and settled exclusively by the courts of Paris.

#### **ARTICLE 9. MISCELLANEOUS**

Any provision of the User Policy prohibited by, or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the User Policy and rendered ineffective so far as is possible without modifying the remaining provisions.