

Terms and Conditions of Use

Effective as of 07/28/2022

The purpose of these general terms and conditions of use (hereinafter referred to as "GTC") is to provide a legal framework for the terms and conditions under which SUSTAIN HARVESTS makes the Site and the Services available and to define the conditions of access to and use of the Services by the "User". These TOU are available on the Site under the heading "TOU".

Any registration or use of the site implies the acceptance without any reserve or restriction of these GTU by the user. When registering on the site via the Registration Form, each user expressly accepts these GTU by checking the box preceding the following text: "I acknowledge having read and understood the GTU and I accept them".

In case of non-acceptance of the GTU stipulated in the present contract, the User must renounce to the access of the services proposed by the site. www.sustainharvests.com reserves the right to modify unilaterally and at any time the contents of the present GTU.

Article 1: Legal mentions

The publishing of the site www.sustainharvests.com is ensured by the Company SAS SUSTAIN HARVESTS with a capital of 1000 euros, registered at the RCS of SAINT JEAN DE VEDAS under the number 918783994, whose head office is located at 237 CHEMIN DE LA ROQUE, RESIDENCE EPURE A209

Telephone number 0612526516

E-mail address: contact@sustainharvests.com . The Director of the publication is : PHILIPPE CHAMBAULT

The host of the site www.sustainharvests.com is the company o2switch, whose head office is located at chemin des Pardiaux - 63000 CLEMONT-FERRAND, with the telephone number: 0444446040.

ARTICLE 2 : Access to the site

The site www.sustainharvests.com allows the User a free access to the following services:

The website offers the following service : harmonizes the relations between project holders, investors and partners

The site is accessible free of charge anywhere to any User with an Internet access. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) are at his expense.

The non-member User does not have access to the reserved services. To do so, they must register by filling out the form. By agreeing to register for the reserved services, the member User undertakes to provide truthful and accurate information concerning his civil status and contact details, in particular his email address.

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To access the services, the User must then identify himself using his login and password which will be communicated to him after his registration. Any User who is a regularly registered member may also request to unsubscribe by going to the dedicated page on his personal space. This will be effective within a reasonable time. Any event due to a case of force majeure resulting in a malfunction of the malfunction of the site or server and subject to any interruption or modification in case of maintenance, does not engage the responsibility of www.sustainharvests.com . In these cases, the User agrees not to hold the publisher responsible for any interruption or suspension of service, even without notice.

The User has the possibility of contacting the site by electronic messaging to the email address of the editor communicated in the ARTICLE 1.

ARTICLE 3 : Data collection

The site ensures the User a collection and a treatment of personal information in the respect of the private life in accordance with the law n°78-17 of January 6, 1978 relating to data processing, the files and freedoms.

Under the Data Protection Act of January 6, 1978, the User has the right to access, rectify, delete and oppose his personal data. The User exercises this right :

- by email to the address contact@sustainharvests.com

ARTICLE 4 : Intellectual property

The marks, logos, signs as well as all the contents of the site (texts, images, sound...) are the object of a protection by the Code of the intellectual property and more particularly by the copyright.

The sustain harvests brand is a registered trademark of SUSTAIN HARVESTS, SAS. any representation and/or reproduction and/or exploitation of this brand, in whole or in part, of any kind, is totally prohibited.

The User must request prior authorization from the site for any reproduction, publication or copy of the various contents. The User undertakes to use the contents of the site in a strictly private context, any use for commercial and advertising purposes is strictly prohibited.

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Any total or partial representation of this site by any process whatsoever, without the express permission of the operator of the website would constitute an infringement punishable by Article L 335-2 and following of the Code of Intellectual Property.

It is recalled in accordance with Article L122-5 of the Code of Intellectual Property that the User who reproduces, copies or publishes the protected content must cite the author and its source.

ARTICLE 5 : Responsibility

The sources of information disseminated on the site www.sustainharvests.com are deemed reliable but the site does not guarantee that it is free of defects, errors or omissions.

The information communicated is presented as an indication and general without contractual value. Despite regular updates, the site www.sustainharvests.com cannot be held responsible for

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the modification of administrative and legal provisions occurring after the publication. Similarly, the site cannot be held responsible for the use and interpretation of the information contained in this site. The User is responsible for keeping his/her password secret. Any disclosure of the password, in whatever form, is prohibited. The User assumes all risks related to the use of his login and password. The site declines any responsibility.

The site www.sustainharvests.com cannot be held responsible for any viruses that may infect the computer or any computer equipment of the Internet user, following use, access or downloading from this site.

The responsibility of the site cannot be engaged in case of force majeure or unforeseeable and insurmountable fact of a third party.

ARTICLE 6 : Hypertext links

Hypertext links can be present on the site. The User is informed that by clicking on these links, he will leave the site www.sustainharvests.com. The latter has no control over the web pages on which these links lead and cannot, in any case, be responsible for their content.

ARTICLE 7 : Cookies

The User is informed that during his visits on the site, a cookie can be automatically installed on his navigation software.

Cookies are small files temporarily stored on the hard disk of the User's computer by your browser and which are necessary for the use of the site www.sustainharvests.com. Cookies do not contain personal information and cannot be used to identify anyone. A cookie contains a unique identifier, randomly generated and therefore anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in the cookies is used to improve the www.sustainharvests.com website. By browsing the site, the User

accepts them. However, the User must give his consent to the use of certain cookies.

In the absence of acceptance, the User is informed that certain functionalities or pages may be refused.

The User may deactivate these cookies by using the parameters in his browser.

ARTICLE 8 : Publication by the User

The site allows members to publish the following content:
deck, business plan, flyer.

In his publications, the member agrees to respect the rules of Netiquette (rules of good conduct of the Internet) and the rules of law in force.

The site may exercise moderation on the publications and reserves the right to refuse to publish them online, without having to justify this to the member.

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The member remains the owner of all his intellectual property rights. However, by publishing a publication on the site, he/she transfers to the publishing company the non-exclusive and free right to represent, reproduce, adapt, modify, disseminate and distribute his/her publication, directly or through an authorized third party, throughout the world, on any medium (digital or physical), for the duration of the intellectual property. In particular, the Member grants the right to use his or her publication on the Internet and on mobile telephone networks.

The publishing company undertakes to include the Member's name in the vicinity of each use of its publication.

Any content put online by the User is his sole responsibility. The User undertakes not to put online any content that could harm the interests of third parties. Any legal action taken by an injured third party against the site will be borne by the User.

The content of the User can be at any time and for any reason removed or modified by the site, without notice.

ARTICLE 9 : Applicable law and jurisdiction

French law applies to this contract. In the event of failure to resolve a dispute between the parties amicably, the French courts shall have sole jurisdiction.

For any question relating to the application of the present GCU, you can join the editor to the coordinates registered in the ARTICLE 1.