

MOBILE APPLICATION PERSONAL-DATA-PROCESSING POLICY AND LICENSE & USE AGREEMENT



Version 1.2 - Effective date May 1st, 2020

You have read and accepted the Personal Data Processing Policy and the License and Use Agreement of the STid Mobile ID® application in the following two successive steps:

STEP 1 – Personal Data Processing Policy ✓

0.1 - Collection and processing of Personal Data

Simply downloading the STid Mobile ID® application is not intended to involve any processing of Personal Data by STid.

However, the STid Mobile ID® application may enable Personal Data to be processed, under the conditions of which you will be informed in advance, by the Data Processing Controller, i.e., the person who will send you your virtual badge (the following cases are given as possible examples: your employer, the manager of the site you intend to visit, etc.).

The following Personal Data may be concerned:
“first name, name, data on the configuration of the reader, e-mail address, mobile number, photo of the user, data that may be entered in the variable fields by the Data Controller”.

The ID N°, site code and the name of the configuration that may be on the virtual badge are not linked to the Personal Data.

The Data Controller will inform you of the purpose of the processing of your Personal Data.

It is expressly stated that you will not be under any obligation to provide your Personal Data, but that, in this case, you will be unable to use the full functionality of the STid Mobile ID® application.

0.2 - Security and confidentiality

STid takes organizational, technical, software and physical measures in relation to digital security to protect the Personal Data from being impaired, destroyed or accessed without authorization. However, it should be noted that the Internet is not an entirely secure environment, and that STid cannot guarantee the secure transmission or storage of information on the Internet.

If you have any questions, please contact us at: dpo@stid.com

ETAPE 2 – License & Use Agreement ✓

STid is the owner of the STid Mobile ID® application, which has the following characteristics. It is a “User” application that can be used to store several virtual access badges with the access rights.

Use of the STid Mobile ID® application is subject to the License and Use Agreement.

This document contains very important legal information (such as the restrictions on the use of the STid Mobile ID® application, the scope of liability and the procedure for the discontinuation of the services related to the STid Mobile ID® application).

You have confirmed that you have read and accepted the License and Use Agreement below, and that you understand the legal consequences, in particular your obligations, the scope of liability and the procedure for the discontinuation of the services related to the STid Mobile ID® application.

You have accepted to enter a legally binding agreement between You and STid. You have recognized your obligation to abide by the conditions stipulated in the License and Use Agreement below.

ARTICLE 1 - Purpose

STid grants the User, under the terms hereof, non-exclusive and non-transferrable rights to use the Application referred to above, under the terms of use set forth below.

ARTICLE 2 - Means of delivery

The Application can be downloaded free of charge from the Apple Store® or from Google Play® in object code format.

ARTICLE 3 - Training

The User is responsible for ensuring that its staff has undertaken the training required for proper use of the Application.

ARTICLE 4 - Installation

The Application is installed by Users under their own responsibility, in accordance with instructions on the website www.stid.com and on the Apple Store® and Google Play® platforms.

ARTICLE 5 - Terms of use

The license is granted under the following terms:

The Application can only be used with the following devices and configurations:

- Android smartphones running Android 5 or above
- iPhones running iOS 8 or above

This license has been granted solely for the User’s personal requirements. No third parties from outside its organization, including other companies in its group, must be allowed to access the Application. Likewise, the User must not use the application to process data or provide any computerized services of any nature for third parties, in particular outsourced services.

This license cannot be transferred without the prior express agreement of STid. Any transferee must

comply with the conditions hereof, and the User shall personally be held liable for said compliance.

Users are solely responsible for protecting their virtual access badges using any protection mechanism on their smartphone (PIN code, password, fingerprint, voice recognition, etc.) and properly storing the phone. Users must not (i) enter false information when saving or editing access details, (ii) allow third parties to use their access codes, (iii) copy or otherwise reproduce another user’s access codes.

If your access codes (PIN or secret code) are hacked or used by any third party, please contact STid immediately and follow the instructions you are given.

ARTICLE 6 - Intellectual property

This license does not grant the User any intellectual property rights over the Application, which remains the full and exclusive property of STid.

Users must comply with the copyright information stated in the Application and on documents and other accompanying materials.

6-1. Reproduction - Adaptation

Users must not translate, adapt, edit, modify or export the Application or merge it with other pieces of software.

6-2. Error correction

STid expressly reserves the right to make changes to the Application to ensure it is used in compliance with its purpose, and in particular in order to correct any errors.

Users are strictly prohibited from making changes or having any third parties make changes to the Application.

6-3. Right to decompilation

Users are allowed to reproduce the code or translate the form of the Application code, within the strict limits of the conditions laid out in Article L 122-6-1, IV of the French Intellectual Property Code, in order to make the Application interoperable with other pieces of software. Decompilation of the Application for any other purposes is strictly prohibited.

However, before any decompilation, the User must inform STid® of its intentions. STid will then have a 30-day timeframe to provide the User with interfaces or information for interoperability or to indicate how this information can be obtained. The User must therefore withhold from any decompilation during this 30-day period.

6-4. Third party's rights

1. SWRevealViewController

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

2. SQLCipher License Information

SQLCipher's community edition is Open Source Software available under a permissive license that allows its use in both open source and commercial products. All products that include SQLCipher (including those that use the Commercial Edition binaries) must abide by the SQLCipher license, as well as the licenses for dependent and integrated products listed below. This generally requires attribution and reproduction of license grants in the application interface and/or materials. This can be in an about or licensing screen in the application, in the product documentation on a website linked from the application, but must be a user accessible location.

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Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the ZETETIC LLC nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

ARTICLE 7 - Warranties

The Application is a standard application designed to meet the needs of a large range of users. STid cannot therefore guarantee that it is appropriate to the User's own specific needs.

STid guarantees that the Application is compliant with its documentation, but does not warrant that the Application will be bug-free or that it will operate without interruption. Users are consequently reminded of their responsibility to implement appropriate contingency plans, and shall take all suitable measures to minimize any harmful consequences related to any service interruption or loss of data generated by the Application as a result of its use.

STid undertakes to do its utmost to correct bugs report by Users in line with specifications, throughout the term of the Agreement.

ARTICLE 8 - Copyright infringement

STid guarantees the User lawful personal enjoyment of the Application.

To this end, STid undertakes to hold the User harmless from any legal action for copyright or other intellectual property infringement by any third party related to the Application, subject to receiving an immediate written report from the User and that the claimed infringement is not of the User's doing.

STid shall alone decide how to enforce such action and shall exercise its discretion as to whether to settle or pursue any form of legal redress. The User shall provide all information, evidence and assistance necessary for STid to carry out its defense or achieve a settlement.

If any part or all of the Application is definitively judged in a Court of Law to be an infringement or if STid deems that it is probable that some or all of its Application could be considered an infringement, STid may, at its own discretion, provide the User with a non-infringing piece of software offering the same functions, or obtain the right for the User to continue using and operating the Application, or refund the User for the price paid hereunder, as the sole compensation payable.

ARTICLE 9 - Liability

As far as possible, STid shall take responsibility for correcting errors or replacing a defective Application. This liability excludes any other direct or indirect losses, in particular related to Application unavailability for any period of time.

The User shall use the Application and the results obtained therewith under its sole liability, with no redress possible against STid.

The parties expressly agree that STid shall not be liable for interruptions to Application use, or any damage caused by:

- any accidental loss of User data, which User is responsible for backing up;
- any occurrence of force majeure or any decision by the authorities;
- any interruption in the supply of electricity or power lines caused by public or private operators;

- any improper or fraudulent usage by the User or any third parties requiring the service to be stopped for security reasons;
- any hardware or Application malfunction or access to the User's internet network or any improper use of the Application by the Client;
- any intrusion or fraudulent presence of any third party in the system, any illicit data extraction; despite implementing security measures in line with the state of the art, STid only has a best-efforts obligation in respect to known security techniques;
- the nature and content of information and data generated and/or communicated by the User; more generally, STid shall not under any circumstances be liable for data, information, results or analyses from any third party, that are sent or received through use of the Application;
- the operation of any internet or cellular or wire telephone or internet access networks not installed by STid;
- any loss or public disclosure or your data or damage to your smartphone or database due to improper use of the Application.

If the terminal used to install and check this application has been tampered (using a technique such as jailbreaking or root access), STid cannot guarantee the security and proper operation of the application or your terminal, or of the data held on it.

Moreover, STid accepts no liability for any download of its application from a source other than the Apple Store or Google Play.

Whatever the case may be, STid's liability is limited to the price paid for the application license.

ARTICLE 10 - Financial terms

This license is granted free of charge.

ARTICLE 11 - License termination

If this license were to be revoked or terminated for any reason whatsoever, the User shall immediately return to the Licensor any copy or copies of the Application, documentation and the back-up copy it retains.

No copy may be made or retained, in full or in part; any such copies shall be considered to be a copyright infringement.

ARTICLE 12 - Term

This license is granted for an unlimited period, but may be revoked at any time by STid.

ARTICLE 13 - Termination for cause

Should either party fail to comply with its obligations hereunder, the other party may terminate the Agreement.

ARTICLE 14 - Non-transferability

This Agreement is personal to the licensee and licensor, and the parties may not transfer the Agreement or any of their rights and obligations to any third party for any reason or in any form whatsoever, for valuable consideration or free of charge; furthermore they may not commission a third party to perform some or all of their contractual obligations.

These prohibitions may not however be enforced in opposition to any legal.

ARTICLE 15 - Amendment - Full agreement

This Agreement can only be modified by means of a written amendment executed by all parties hereto.

ARTICLE 16 - Tolerances and Waivers

It is formally agreed that if either party tolerates non-implementation or waives implementation of any or all of the undertakings set forth herein, regardless of the frequency or duration, such tolerance or waiver shall not constitute an amendment hereto or generate any right whatsoever hereunder.

ARTICLE 17 - Partial invalidity

Should any of the stipulations herein be considered null or void, this shall not apply to the other stipulations which shall maintain their full validity and scope.

However, the Parties may jointly agree to replace the invalid stipulation(s).

ARTICLE 18 - Applicable law - Language of the agreement

The parties hereby expressly agree that this Agreement shall be governed by and subject to French Law and no other legislation.

It is drawn up in French. In the event that it is translated into one or more languages, the French text alone shall apply in the event of a dispute.

ARTICLE 19 - Disputes

ANY DISPUTE PERTAINING TO THE EXECUTION, INTERPRETATION, PERFORMANCE OR TERMINATION HEREOF SHALL BE BROUGHT BEFORE THE COURT OF MARSEILLE (France), WHICH SHALL HAVE SOLE COMPETENCE IN SUCH MATTERS, INCLUDING IN SUMMARY PROCEEDINGS AND NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS.