



The Terms of Use for the Online Selling Platform - <https://shop.mgi-labs.com/> M.G.I. Digital Technology S.A.

Practicable from January, 1st, 2023.

Preamble

MGI Digital Technology is a French manufacturer of digital printing and finishing presses, addressing the markets of commercial printing, packaging, adhesive labels, flexible packaging, photo printing, Web to Print and subcontracting.

The products catalog includes various offers such as : digital proofing and Monitoring Dashboard.

MGI Digital Technology's headquarters and its preparation/shipping center are based in the Ile de France, in Fresnes.

The <https://shop.mgi-labs.com/> is edited by MGI Digital Technology S.A., listed on the NYSE Alternext Paris stock market (stock code AMLDG) situated 4 rue de la méridienne, 94260 FRESNES registered at the clerk of Créteil under the number: 324 357 151 (hereinafter « THE COMPANY »).

Access and use to the Platform offered by THE COMPANY are submitted to the present Terms of Use, which implies their express acceptance, beforehand, full and whole by the users.

THE COMPANY recommends Users to keep a copy of the Terms of Use practicable when they use the platform for their personal records.

1. Definitions

For the purpose of the clauses (used in singular or plural) :

« ToU » : indicates these present terms of use of the platform ;

« Data » : indicates the whole of digital data, personal or not, from User, used via the Platform of THE COMPANY ;

« Platform » : indicates the software proposed by THE COMPANY –

<https://shop.mgi-labs.com/> -. The users can have access through an Internet connection, with the inscription of a URL address in a browser engine. The platform allows users to access a product catalog and manage their complete account.

- « Services » : indicates the services proposed to Users by THE COMPANY
« User » : indicates any person who have access and uses the Platform.

2. Purpose

ToU are used to define terms and conditions according to which the Users have access and use the Platform.

Having access to the Platform means Users recognized and accept the ToU fully and without reservation.

3. Application and modification of the ToU

3.1- THE COMPANY reserves the right to modify at any time the ToU, especially to adapt to the legal or regulatory modifications and/or to the technical evolutions of the Platform.

3.2- ToU are regularly updated. Hence, Users are invited to consult it each time they use the platform.

3.3- May the hypothesis of a disagreement appears with the ToU modified, Users will have to stop using the Platform. Use of the Platform by Users worthes acceptance without reservation of the latter by the Users.

4. Prior conditions to the use of the Platform

Users guarantee to have the full legal capacity to use the Platform, especially:

Not to be a rival of THE COMPANY and/or do not use the Platform to compete with THE COMPANY, with fraudulent/deceptive conduct and/or in a conduct to damage THE COMPANY interests;

Be legally able and have at your disposal, if need be, a transfer of authority or an authorization to represent the interests of a third moral or physical person.

5. Access terms and conditions of use of the Platform

5.1 : The platform allows users to select a product from a catalog, place an order and pay directly.

5.2 : To be able to use the Platform, users should previously connect with login and password.

6. Interruption of the Platform

6.1 : THE COMPANY keeps the right to suspend access to the Platform, anytime, with or without notification, especially in order to ensure corrective and evolutive maintenance or to make the Platform evolve. Within the realm of possibility, THE COMPANY will inform Users formerly to any corrective or evolutive maintenance operations which can be foreseeable.

Besides, Users acknowledge that the Platform functioning can be interrupted for independent reasons of the control of THE COMPANY, hence, this latter can not guarantee a continuous access to the Platform.

6.2 : In any case, THE COMPANY can not be responsible for every interruption and/or malfunction of the Platform, whatever the cause is.

6.3 : Users are invited to inform THE COMPANY of any technical problem they encounter during their use of the Platform by writing to the email address : support@mgi-labs.com and describing the problem faced.

7. Users commitment

By using the Platform, Users are committed to :

- Respect prior conditions of use to the Platform ;
- Take note of and respect the ToU ;
- Do not modify or degrade the whole or a part of the Platform,
- Do not limit by any way the use of the Platform and do not counterfeit any mention or element of the Platform;
- Do not spread or try to spread computer virus or any other harmful element through the Platform;
- Do not introduce in a computer system, do not degrade contents or commit one of the violations repressed by articles 323-1 and 323-7 of the penal Code (« hacking »), do not proceed to mass messages sending via the Platform, repressed by article 226-18 of the penal Code ;
- Do not steal the content of the Platform and its database, especially with automated programs;
- Do not use the Platform for aims in conflicts with the in force laws/regulations and transgress third party right (especially intellectual property and respect of private life);
- Do not try and refrain from getting round or disturb by any other way any function of the Platform linked to security, or preventing or limiting the use and copy of the content or ordering limitations on the use of functions or reachable contents on the Platform;
- Do not distribute the whole or a part of the Platform, especially the content, on any material, without the prerequisite authorization of THE COMPANY;
- More generally, do not harm THE COMPANY, nor any third party.

8. Users responsibility

8.1 : User uses the Platform to his own risks. Besides, User is the only one responsible of the use he does of the Platform and/or information provided through the Platform.

8.2 : Users guarantee and commit themselves to compensate THE COMPANY against any damage suffered by this latter and against any liability action which could be engaged against it on the grounds of violation of the present ToU and/or a third party right.

In a case of proven fraud, THE COMPANY allows itself to convey the whole of required information to organizations in charge of repressing frauds and violations.

8.3 : In a case of a User's failure to one of his obligations from the ToU hereinabove, THE COMPANY keeps the right to ban the user's access to the Platform without harm of any damages and interest THE COMPANY can beg for compensation from User's failure.

9. Company responsibility and guarantees

9.1 : Responsibility

9.1.1 : THE COMPANY commits itself to do the best to insure User a peaceable enjoyment of the Platform and offered Services.

9.1.2 : THE COMPANY can not be held responsible for any harm, especially in the case of ToU violations by the Users.

9.1.3 : THE COMPANY can not be held responsible for direct or indirect harm, losses or costs due to the use of the Platform, or inability to use it, or an incorrect functioning, interruption for maintenance, technical service failure or interruption to access for any other reason.

9.1.4 : THE COMPANY can not be held responsible for any harm to the computer system of Users, losses of Data or any other damage which could be due to access or use of the Platform by Users.

9.1.5 : In any case THE COMPANY can not be held responsible with regard to the Users for :

- Any direct harm which could be caused, including profit loss (direct or indirect) and/or loss of data Users could suffer;

- Any loss or harm they could suffer especially the trust granted to completeness and exactitude of information given through the Platform;

- Any change THE COMPANY could make on the Platform in general, or any temporary or definitive deletion from the Platform;

- Access or use or inability of use or access to Platform in general.

9.2 : Guarantees

9.2.1 : Users acknowledge and accept that :

- The Platform is at their disposal as is. Hence, THE COMPANY can not guarantee consequences of the Platform use by the User;

- In particular, THE COMPANY does not guarantee:

- That Platform's functions correspond to users' expectation and procure the expected results;

- That Platform will works without interruption, secured and without functioning failures ;

- That quality and results obtained by the Platform will respond to User's expectation.

9.2.2 : No information provided by THE COMPANY to Users while using the Platform should be considered as a guarantee boon.

10. Customer complaint

10.1 : Any claim from a User related to the use of the Platform should be addressed to THE COMPANY at following the email address : support@mgi-labs.com.

10.2 : To be valid, any claim has to be done 15 days after the beginning of use of the Platform.

10.3 : No claim will be considered if it does not respect the conditions required by this present article.

11. Intellectual property

11.1 : The Platform and its elements (especially editorial, drawings and reports etc.) which compose it are protected by intellectual property rights, especially author right are exclusive property of THE COMPANY.

11.2 : Likewise, brands, logos, graphics and animations contained in the Platform are exclusive intellectual property of THE COMPANY. Accept the one uploaded by the users.

11.3 : The Platform holds texts and images which are exclusive property of THE COMPANY (hereinafter « Intellectual Property Elements »). Intellectual Property Elements are offered to Users, gracefully, for the only use of the Platform, and within the scope of a normal use of functions.

11.4 : The present authorization of Intellectual Property Elements is for personal use, non-exclusive and non-transferable. THE COMPANY can revoke at anytime this authorization.

11.5 : It is forbidden for Users – directly or indirectly- to copy, modify, create a derivative work, reverse conception or assembly or any other way, to try to find the source code (excepting in cases planned by the law), sell, attribute, under licensed or transfer in any way Intellectual Property Elements. User commits himself not to modify in any way Intellectual Property Elements.

11.6 : In case of a non-conform or abusive use of the Intellectual Property Elements, THE COMPANY keeps any legal means to cease the violation of intellectual property rights.

11.7 : Users commit themselves not to modify in any way the Platform and/or not to use modified versions of this latter and especially to obtain a non authorized access to the Platform. In particular, Users agreed not to have access to services by other way except the Platform itself.

11.8 : Users are informed and acknowledge the Platform can hold confidential information or protected by intellectual property rights or any other right in force on the French territory. Users commit themselves not to modify, rent, borrow, sell, share out this content or create derivative work incorporating a part or whole of this content, unless they received a prior express authorization from THE COMPANY.

12. Data

THE COMPANY commits itself to respect obligations which fall to it due to personal data right especially concerning the modified law n°78-17, January, 6th 1978 « loi informatique et liberté » and the General Data Protection Regulation (GDPR) 2016/679, April, 27th, 2016.

12.1 : Data property

12.1.1 : User is the only holder of the rights on the data processed through the Platform.

12.1.2 : User gives to THE COMPANY a non-exclusive and worldwide license, free and non-transferable to host, copy and process data within the scope of the use of the Platform and only linked with this latter.

12.2 : Use of User data

The personal data collected through the Platform is stored for the duration of the commercial relation with THE COMPANY or until User asks for deleting his/her data.

The information is used for purposes such as: customer service, product and service development, direct marketing and marketing analysis. The information collected may be shared with THE COMPANY'S subsidiaries, agents, third-party content providers, affiliates, and selected other entities for similar purposes.

In addition, unless User opts out of receiving promotional materials from THE COMPANY, User may be notified of special promotions, new products or services, or other information that may be of interest.

12.3 : Access to data

Within the scope of the Platform, THE COMPANY does not process any personal Data. The only personal Data required are needed to create an access account on the platform and give support (support@mgi-labs.com).

Users can modify, have access, or ask for the deletion of his personal Data by contacting THE COMPANY using the following email address : support@mgi-labs.com.

Personal Data will not be collected by THE COMPANY for others aims or any third party.

Access to the Platform is secured by a login and a password, whose secrecy has to be insured by the User himself. User commits himself not to share his login details with a third party.

12.4 : Data security

In compliance with the in force law, taking into account the state of knowledge, application costs and nature, impact, context, aims of processing and risks for rights and liberties of physical persons, THE COMPANY commits itself to organize appropriate technical and organizational means in order to guarantee a security level designed for the risks.

THE COMPANY uses, among others the HTTPS protocol to protect User's personal data when the User logs in. The information system is regularly kept watched to detect potential weakness or attack. THE COMPANY cannot guarantee the security of information sent by User. Nonetheless, User has to know the Internet is an open network and non-secure. THE COMPANY cannot be responsible for the transmission of personal data via the Internet. Regardless of all our organizational and technical effort, we cannot guarantee a hundred percent protection for personal data from usability, disclosure, modification and destruction in case of a violation of our protection management.

12.5 : Consent

Users can opt out at any time if they want no more to receive newsletter about products, projects and shows related to THE COMPANY activity or share their data with third parties or partners.

13. Miscellaneous

13.1 : ToU represent the whole agreement between Users and THE COMPANY as for use of the Platform.

ToU rules the whole of use Users are able to do with the Platform.

13.2 : In general, if one or several stipulations of the ToU are held not valid or declared as so in accordance with a law, regulation or due to a final determination from competent jurisdiction, other stipulations keep their force and impact and remain valid and applicable.

The same principle will apply in case of incomplete measure.

13.3 : THE COMPANY may not claim the use of ToU at some point. It does not mean THE COMPANY gives up on the ToU at a later stage.

14. Practical law

14.1 : ToU are subjected to French law.

14.2 : Any disagreement about ToU will be subjected to the exclusive competence of the courts of the State of Creteil –Val de Marne – France.