

FIGURZ

GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE

Version applicable from 04/11/2024

ARTICLE 1 - PURPOSE - SCOPE - ACCEPTANCE AND AMENDMENT

The purpose of these General Terms and Conditions of Use of the Website (hereinafter the "GTCU") is to govern all relations between, on the one hand, FIGURZ, a simplified joint stock company with capital of €1,000, having its registered office at 13, rue de Béarn, 75003 Paris, registered in the Paris Trade and Companies Register under number 981 386 063, and, on the other hand, the Users of the Website, in accordance with the terms and conditions set out below.

Any modification, amendment or updating of these GTCU, in particular with a view to bringing them into line with any legislative and regulatory changes, shall take immediate effect with regard to Users, from the moment it is simply put online, which will be indicated temporarily by a message appearing on the Website.

The User therefore undertakes to regularly consult the latest version of the GTCU, which is permanently available on each of the pages of the Website accessible via the following link: <https://www.figurz.eu> and in the Website's "Terms of Use" tab.

Access to and use of the Website are subject to the GTCU.

To have access to the "Starter", "BOOSTER", "Open Bar", "Brand Bar" and "Counseling" Services, the User must accept the GTCU, the General Terms and Conditions of Sale and the Privacy Policy by ticking the appropriate box.

ARTICLE 2 - DEFINITIONS

The terms used herein and listed below shall always have the meaning given to them in this Article.

- **Article**: refers to any of the articles in these GTCU;
- **API**: an acronym for Application Programming Interface, a software interface that connects one software application or service to another in order to exchange data and functionality;
- **BOH**: acronym for "Back Of House", corresponding to all areas not accessible to the client of an Establishment;
- **"BOOSTER" Service**: refers to the BOOSTER Service level defined in Article 3.4;

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- **“Brand Bar” Service:** refers to the level of “Brand Bar” Service defined in Article 3.6
- **Budget(s):** refers to the different types of estimated budgets made available to Users depending on the Service subscribed to (see the Comparison Table for an overview);
- **Comparative Table:** refers to the table comparing the main functions of the Services, which can be found in **Article 3.8**;
- **Confidential Information:** refers to any information that Users may transmit to FIGURZ, whatever its nature or medium or its medium ; this includes, but is not limited to, (i) any technical, operational or commercial information relating to the Projects, and in particular (ii) any solutions, products, technologies, software, know-how, tangible or intangible results of studies, information on customers and/or prospects, corporate strategies, and (iii) any information identified as "confidential";
- **“Counseling” Service:** refers to the level of “Counseling Service”;
- **Establishment(s):** refers to one or more establishments open to the public, housing individual(s) or collective(s), private or public, whose opening is envisaged as part of a Project;
- **FF&E:** Furniture, Fixtures and Equipment, i.e. furniture, accessories and equipment, mostly prescribed by an interior designer, where aesthetics are generally more important than use: furniture, lighting, curtains, etc. ;
- **FIGURZ:** refers to FIGURZ, a simplified joint stock company with capital of €1,000, having its registered office at 13, rue de Béarn, 75003 Paris, registered in the Paris Trade and Companies Register under number 981 386 063;
- **FIGURZ Tool:** refers to the set of digital tools made available to Users by FIGURZ on the Website for estimating Budgets and Schedules;
- **Glossary:** refers to the glossary accessible under the "Glossary" tab on the Website, consisting of simplified definitions, without legal value, of the main terms relating to the interior design and construction professions;
- **Interface Website:** third-party websites which the User can access via the Website;
- **Linked Content:** refers to the content made available on the Interface Websites;
- **“Open Bar” Service:** refers to the Open Bar Service level defined in Article 3.5;

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- **OS&E:** Operating, Supplies & Equipments, i.e. operating equipment and supplies, mainly prescribed by the operator of a facility and whose use is generally more important than their appearance: minibars, spatulas, hoovers, etc.;
- **Party(ies):** refers to the User and/or FIGURZ;
- **Personal Account:** refers to the interface of the User who has subscribed to the "Open Bar" Service or the "Brand Bar" Service;
- **Personal Data:** in accordance with the regulations applicable to Personal Data (General Data Protection Regulation of 25 May 2018, No. 2016/679 "GDPR" and the Data Protection Act No. 78-17 as amended), means any personal data relating to an individual User that directly or indirectly enables his/her identification, and which is processed by FIGURZ;
- **Project(s):** refers to one or more development projects for establishments open to the public, individual or collective housing, private or public;
- **Project Program:** configuration incorporating the characteristics of the Establishment (restaurant, SPA, garden, distribution of suites, etc.);
- **Questionnaire:** refers to the questions asked when using the FIGURZ Tool, which vary from the most general to the most specific depending on the Service subscribed to;
- **Quick Tips:** refers to the general recommendations made by FIGURZ following use of the Services;
- **Service(s):** refers to one or more Services, defined in Article 3, made available by FIGURZ via the Website;
- **Services Limits:** refers to an informative, non-contractual document detailing the role of each party from purchase to installation for each product category;
- **Schedule(s):** refers to the different types of estimated schedules made available to Users depending on the Service subscribed to (see the Comparison Table for an overview, line "Duration");
- **"Starter" Service:** refers to the level of "Starter" Service defined in Article 3.3;
- **User:** natural person using one or more Services;
- **Visitor:** an individual who has not used/subscribed to one or more Services but who is browsing the Website;

FIGURZ

- **Website:** refers to the Internet Website operated by FIGURZ and accessible via the following link <https://www.figurz.eu>.

ARTICLE 3 - SERVICES

3.1 Different levels of Services ("Starter", "BOOSTER", "Open-bar", "Brand Bar", "Counseling") - The Website provides Users with different levels of Services, which are detailed in Articles 3.2 to 3.8 below.

A Comparative Table is provided in Article 3.8.

3.2 Essential features of the Services - The Website provides the FIGURZ Tool which enables Users to access Budgets and Schedules instantly after completing the Questionnaire.

The estimates proposed by the FIGURZ Tool (i.e. Budgets and Schedules) are calculated using the data entered by Users on the Website, in response to the questions asked (for example: "*What standard of accommodation do you envisage?*", "*How many rooms?*", etc.) in the Questionnaire.

To determine a Budget and/or a Schedule, the FIGURZ Tool takes into account only the information sent to FIGURZ.

3.3 "Starter" Service - The "Starter" Service is the first estimation service offered by FIGURZ, accessible by scrolling down the home page of the Website.

The "Starter" Service is intended for Users who are in the process of defining their Project and deciding how to finance it.

The Starter "Service" is entirely free.

Budgets and schedules are obtained immediately following responses to the Questionnaire and will be accompanied by brief explanatory comments.

The User will then be able to rate the Budgets and Schedules and share them with one or more recipients by email.

3.4 "BOOSTER" Service - The "BOOSTER" Service enables Users, during the planning and conceptualization phase of their Project, to have access to Budgets and Schedules which include the Project Program.

The "BOOSTER" Service is accessible either after using the "Starter" Service or directly from the "Services" tab on the Website. It does not require the creation of a Personal Account.

The "BOOSTER" Service is also available to Users of the "Open Bar" or "Brand Bar" Services.

FIGURZ

By integrating the Project Program into the FIGURZ tool, an accurate Questionnaire can be generated.

The answers to the Questionnaire, which is made up of general and specific questions, coupled with a ten-minute telephone conversation with FIGURZ teams (carried out after subscribing to the "BOOSTER" Service, via an API set up on the Website enabling online appointments to be made), will enable personalized Budgets and Schedules to be generated.

The Budgets and Schedules, obtained within 48hours (this timeframe being indicative) following completion of the Questionnaire and payment of the price in accordance with FIGURZ's general terms and conditions of sale, will be accompanied by a document setting out the Service Limits and Quick Tips.

In the event that the User has entered information in the Questionnaire but does not pay the price of the 'BOOSTER' Service in accordance with the general terms of sale, the information entered by the User concerning his/her Project will be kept by FIGURZ in accordance with FIGURZ's confidentiality policy.

The User will then be able to share the Budgets and Schedules with one or more recipients by email.

3.5 "Open Bar" Service - The "Open Bar" Service enables Users, in the planning and conceptualization phase of one or more Projects, to benefit from the "Starter" Service on an unlimited and flexible basis. The 'Open Bar' Service is an enhanced version of the 'Starter' Service thanks to the additional information (for example: 'adjust the layouts to be included in the Budgets', 'define the type of destinations (mountain, sea, countryside, city)', 'vary the size of common areas') provided by the User within a specific personal area of the FIGURZ Tool.

This space enables the User to update Budgets and Schedules throughout the life of the Project. The User has the option of modifying the estimates manually, performing the 'BOOSTER' Service or validating the Project as is until the next update.

Budgets can thus evolve thanks to periodic updates in line with the phases of the Project.

At the end of the Project, the User will be able to measure any discrepancies by means of performance indicators (or 'KPIs').

The User of the "Open Bar" Service also benefit from the possibility of modulating the answers to the Questionnaire according to the progress of the Project, as well as accessing a history (in accordance with the general terms of sale) of the different uses of the FIGURZ Tool (uses made within the framework of the "Open Bar" Service only), in order to make comparisons clearly, quickly and efficiently.

FIGURZ

The "Open Bar" Service is accessible either after using the "Starter" Service or directly from the "Services" tab on the Website.

The "Open Bar" Service requires the creation of a Personal Account, under the conditions defined in Article 4, on which the Budgets and Schedules obtained as a result of the various uses of the FIGURZ Tool, and their history, will appear.

The User will then be able to share the Budgets and Schedules with one or more recipients by email.

3.6 "Brand Bar" Service - The 'Brand Bar' Service allows Users, during the planning and conceptualization phase of one or more Projects, to benefit from the 'Open Bar' Service, which is improved thanks to an algorithm adapted to the development standards of the User's hotel brand, in an unlimited and flexible manner, within a specific personal space of the FIGURZ Tool.

The 'Brand Bar' Service is accessible either following the use of the 'Starter' Service, or directly by requesting an appointment from the 'Services' tab on the Site.

The 'Brand Bar' Service requires the creation of a Personal Account, under the conditions defined in Article 4, on which the Budgets and Schedules obtained following the various uses of the FIGURZ Tool, and the history of these, will appear.

The User will then be able to share the FIGURZ Budgets and Schedules with one or more recipients by email.

The definition of development standards for the User's hotel brand requires the sharing with FIGURZ of Budgets made on previous operations. If no previous operations have been carried out, then the User will establish the said standards with FIGURZ.

The aforementioned dedicated personal space enables the User to update Budgets and Schedules throughout the life of the Project.

The User has the option of modifying the estimates manually, performing the 'BOOSTER' Service or validating the Project as such until the next update.

Budgets can thus evolve thanks to periodic updates in line with the phases of the Project.

At the end of the Project, the User will be able to measure any discrepancies observed by means of performance indicators (or 'KPIs').

The 'Brand Bar' Service User also benefits from the possibility of modulating the answers to the Questionnaire according to the progress of the Project, as well as

FIGURZ

access to a history defined at the time of subscription (the number of Projects being defined with the FIGURZ sales department) of the different uses of the FIGURZ Tool (uses made within the framework of the 'Brand Bar' Service only), in order to make comparisons clearly, quickly and efficiently.

3.7 "Counseling" Service - The "Counseling" Service enables Users, during the planning and conceptualization phase of one or more Projects, to benefit from 30 minutes of videoconferencing with FIGURZ teams (employees, partners, managers), during which the User can ask questions relating to FF&E / OS&E on his/her Project(s).

3.8 FIGURZ provides Visitors and Users with the Comparative Table below:

	STARTER	OPEN BAR		BRAND BAR	BOOSTER
FOR WHO ?	Get a standardized furniture budget estimate with just a few details about your project	Dedicated space to simulate and track projects, and validate them with stakeholders		An algorithm created to simulate and track your brand's FF&E/OS&E projects and validate them with your partners.	Program analysis for your layout project, providing you with the keys to start smoothly!
PRICES (excluding tax)	Gratuit	80 €	180 €	On request	Starting from €900
TIMELINES	Instantané	Instantaneous	Instantaneous	10 days (business days)	48 hours (business days)
COMMITMENT	None	None	None	None	None
BUDGET TRACKING		3 projects	8 projects	Included	
ALGORITHM ADAPTED TO BRAND STANDARDS				Included	
Features	Login	X	X	X	
	Dynamic modification	X	X	X	
	Project history	X	X	X	
Considerations	Architectural program / concept	X	X	X	X
	Operational program / concept				X
	Graphic and written materials				
Estimated budgets	Total FF&E/OS&E	X	X	X	X
	Accommodation FF&E	X	X	X	X
	Public spaces FF&E	X	X	X	X
	OS&E		X	X	X
	BOH		X	X	X
	LOGISTICS		X	X	X
Estimated duration / Planning	Pre-opening				X
	Phasetime FF&E / OS&E	X	X	X	
	FF&E / OS&E Retroplanning				X
Performances indicators	Demarcation list		STANDARD	ADAPTED	ADAPTED
	Rapid's recap		STANDARD	STANDARD	ADAPTED
		X	X	X	

ARTICLE 4 – PERSONAL ACCOUNT

Use of the "Open Bar" and "All Brand Bar" Services requires the creation of a Personal Account, on which Budgets, Schedules and, where applicable, Service Limits and Quick Tips will be recorded.

The Personal Account is created on the Website by the User by means of an identifier and a password chosen by the User. FIGURZ excludes all liability linked to the choice or use of the identifier, password and/or Personal Account.

All information concerning the Personal Account must be accurate. The User is responsible for maintaining the strict confidentiality of his/her Personal Account identifier and password, and is responsible for all operations carried out via the Personal Account.

The User undertakes to create a single Personal Account and not to create or use any account other than the one initially created, either under his/her own identity or that of a third party.

FIGURZ

The User undertakes to inform FIGURZ immediately of any unauthorized use of the Personal Account, password and/or login, and in general of any breach of security of which he/she is aware affecting his/her Personal Account and/or the Website.

The User may at any time ask FIGURZ to delete his/her Personal Account by contacting FIGURZ at the following email address: gaetan@figurz.eu.

ARTICLE 5 - LIABILITY AND GUARANTEES

5.1 Users are responsible for the use they make of the Website, in particular their Personal Account.

To the fullest extent permitted by applicable law and regulations, FIGURZ declines all responsibility for any losses, costs or damages (direct or indirect) suffered by the User as a result of using the Website.

The Website is provided "as is"; use of the Website is at the User's own risk. FIGURZ excludes all implicit or explicit warranties, including, but not limited to, fitness for a particular purpose, accessibility, availability, ergonomics, performance and content.

Notwithstanding the above, FIGURZ takes reasonable measures to ensure the security of the Website. However, the User acknowledges that the Internet is not a totally secure medium. Consequently, the User acknowledges and accepts that FIGURZ cannot guarantee that the information or content published or communicated via the Website is fully protected against any unauthorized use or access.

FIGURZ reserves the right to suspend access to the Website, temporarily or permanently, for any reason, and in particular in the event of maintenance or an emergency, without prior notice or compensation and without incurring any liability.

5.2 From the Website, Users are informed that they may access Interface Websites.

These Interface Websites are displayed on the Website via a programming interface or any other interfacing means.

FIGURZ declines all responsibility for access and/or use by the User of the Interface Websites and/or Linked Content, and for any direct or indirect damage that may result.

FIGURZ reserves the right to delete all or part of the Linked Content appearing on the Website for any reason whatsoever.

FIGURZ does not publish, host or store any Linked Content, including content that the User has transmitted to the Interface Website.

FIGURZ

The terms and conditions of use of the Linked Content are defined by the Interface Website. The User is invited to refer to them.

ARTICLE 6 - CONFIDENTIALITY

6.1 Users acknowledge that they will be required to communicate Confidential Information to FIGURZ, gradually depending on the Service subscribed to.

6.2 In order to protect the confidential nature of the Confidential Information, FIGURZ undertakes under the terms of the GTCU to:

- (a) Maintain absolute confidentiality of Confidential Information;
- (b) not to communicate the Confidential Information to any third party, except with the prior written consent of the User having communicated the Confidential Information concerned;
- (c) use Confidential Information only for the purposes of carrying out the Service subscribed to by the User.

ARTICLE 7 - INTELLECTUAL PROPERTY

The content of the Website, including but not limited to images, photographs, drawings, logos, trademarks, texts, pictograms, icons, tree structure, sounds, videos, software (architecture, interface, codes) and databases, is protected by intellectual property law.

Access to and use of the Website does not give the User any right or title to this content, in particular no right of license. Any reproduction, representation, distribution, decompilation, extraction, downloading or copying of all or part of the content of the Website is prohibited.

ARTICLE 8 - PROTECTION OF PERSONAL DATA

When accessing the Website, and when using the Services offered by the Website, Users may be asked to provide Personal Data (except when using the "Starter" Service), in particular in order to create and use their Personal Account.

Users are solely responsible for the relevance and accuracy of the personal data they communicate to FIGURZ via the Website.

FIGURZ

By using the Website, all Users accept the Confidentiality and Cookies Policy accessible on the Website.

ARTICLE 9 - APPLICABLE LAW - DISPUTE RESOLUTION

These GTCU and any acts resulting from them are governed by French law.

These GTCU are written in French, as is all the information mentioned on the Website. In the event of a translation of these GTCU, only the French version will be deemed authentic between the Parties.

Any questions or complaints regarding these GTU should be sent to FIGURZ by registered post with acknowledgement of receipt or by email to gaetan@figurz.eu. FIGURZ will do its best to answer any question or complaint.

Any dispute relating to these GTCU which has not been resolved amicably between the Parties within a maximum period of thirty (30) days from the date on which it arose will fall within the jurisdiction of the Commercial Court of Paris to which the matter has been referred by the most diligent Party, to which the Parties give exclusive jurisdiction regardless of the place of domicile of the defendant or the place of the damage suffered.

ARTICLE 10 - FINAL PROVISIONS

10.1 Severability - If any provision or part thereof is or becomes invalid, illegal or unenforceable, it must be amended to the minimum extent necessary to make it valid, legal and enforceable. If such amendment is not possible, the whole or partial provision concerned must be deleted. Any modification or deletion in whole or in part of any provision under this clause shall not affect the validity and enforceability of the remainder hereof.

The fact that FIGURZ does not invoke the application of one or more provisions of these GTCU shall not be interpreted as a waiver of the rights arising therefrom.

In the event of a contradiction between the title of an Article and its content, the content shall prevail.

10.2 Glossary - Visitors to or Users of the Website have free access to the Glossary.

10.3 Recommendations - FIGURZ strongly recommends that all players in the value chain give priority to local or neighboring *sourcing* and anticipate the life cycle of the elements sourced.

FIGURZ also recommends involving a specialist consultant to finalize the Project budgets and schedules.