

TERMS AND CONDITIONS OF USE OF THE DIGESCAN APPLICATION**PREAMBLE**

Société Industrielle Lesaffre (hereinafter referred to as the "Company"), a public limited company with capital of €760050, registered with the Lille Métropole Trade and Companies Register under number 349 069 047, whose registered office is located at 137 Rue Gabriel Péri 59700 MARCQ-EN-BAROEUL, publishes the mobile application known as "Digescan".

The purpose of the Digescan Application is to assist Users who have purchased the Solutions marketed by Phileo by Lesaffre, the Company's business unit, in assessing the digestibility of feed distributed to farm animals and the impact of the Solutions in improving digestion and animal performance.

The Digescan Application is made available to Users free of charge.

ARTICLE 1 - DEFINITIONS

For the purposes of these General Terms and Conditions of Use (hereinafter the "General Terms and Conditions of Use" or "GTC"), the following definitions apply

"Account": refers to the personal space held by the User, which he/she must have created in accordance with the GTC prior to using the Application.

"Account Data": means the data entered by the User when creating his Account, i.e. his surname, first name, company name and country of residence.

"Analysis Results" means the graphical and summary presentation in text format containing the lay assessment of the digestibility of the feeds fed to the farm animals and the impact of the Supplemented Solutions in improving the digestion, performance and yield of the User's farm.

"Application": refers to the mobile application known as Digescan, made available to the User by Société Industrielle Lesaffre free of charge, enabling the user to create an Account and to benefit from the functionalities described in article 4 of these GTC.

"Authentication": means the procedure for verifying the User's Username and Password when requesting access to their Account.

"Company": refers to Société Industrielle Lesaffre, a public limited company with a capital of €760,050, registered in the Lille Métropole Trade and Companies Register under number 349,069047, whose registered office is located at 137 Rue Gabriel Péri 59700 MARCQ-EN-BAROEUL FRANCE

"E-mail address": means the professional e-mail address provided at the time of the creation of the Account and which constitutes the identifier.

"Farm Data" means the data entered by the User when creating one or more Farm Profiles, i.e. the name, postal address and country of establishment of the farm.

- "Farm Profile(s)"** means the profile(s) created by the User in the course of using the Application and which contains the Farm Data.
- "Features"** means the actions made available to Users in the context of their use of the Application.
- "Login"**: means the Email Address and Password chosen by the User when creating his/her Account.
- "Measuring tool"**: refers to the sieve supplied by Phileo by Lesaffre, which enables the User to assess the digestibility of the feed distributed to the animals on his farm before, during and after supplementation of the Solutions.
- "Password"**: means the sequence of characters chosen by the User when creating his Account, constituting his personal and confidential code, which, together with his Username, allows him to access the said Account.
- "Phileo by Lesaffre"** or **"Phileo"**: refers to the business unit of Société Industrielle Lesaffre which markets the Solutions.
- "Phileo representative"**: refers to the Phileo by Lesaffre employee who accompanies Users in the context of the marketing of Solutions and the use of the Application.
- "Solutions"**: refers to feed supplements intended to contribute to feed digestibility, improved animal performance and profitability on farms.
- "User"**: means any person who has purchased the Solutions, has an Account after completing the Account creation procedure and uses the Application and the Measuring Tool in the course of his or her professional activity.
- "Username"** means the User's e-mail address.

ARTICLE 2 - PURPOSE AND DURATION OF THE GENERAL CONDITIONS OF USE

2.1 The purpose of these GTC is to define the terms and conditions under which a User may access the Application and use its Features.

The User is informed that the present GTC are not intended to define the terms of use of the Measuring Tool. For the latter, the User is invited to consult the documentation (instructions for use and protocol of use) which was sent to him by the Phileo Representative within the framework of the provision of the said Measuring Tool.

2.2 The GTC apply for the entire period during which the Application is made available to the User.

ARTICLE 3 - ACCEPTANCE OF THE GENERAL CONDITIONS OF USE

3.1 Access to and use of the Application are subject to acceptance of and compliance with these GTC. The User must read the GTC when accessing the Application for the first time by clicking on the "General Terms and Conditions of Use" hypertext link on the Account creation page.

3.2 By ticking the following box: "By ticking this box, I acknowledge that I have read and accept the General Conditions of Use of the Application", the User acknowledges :

- I have read them and expressly accept them;
- Respect them at all times and in all circumstances from the creation of the Account;
- Be fully aware of your commitments;
- That any operation carried out after authenticating with his Login IDs is deemed to be carried out by him.

3.3 The GTC may be modified by the Company at any time to take into account the evolution of the Application as well as the evolution of the applicable regulations.

Any new version of the GTC will be made available to the User in the Application. The User is therefore encouraged to consult them regularly.

ARTICLE 4 - TECHNICAL TERMS OF ACCESS TO THE APPLICATION

4.1 The User undertakes to check that he/she has a terminal enabling him/her to use the Application.

4.2 The User must comply with the following technical specifications in order to access the Application and make optimal use of the Features. The minimum system requirements for access to the Application are as follows:

- For mobile devices running on the "iOS" operating system, the User must have at least version 12.0 of the said operating system.
- For mobile terminals running on the "Android" operating system, the User must have at least version 5.0 of the said operating system.

The User is expressly informed that the iOS and/or Android versions compatible with the Application may change in the event of a future update of the Application. In such a case, the User will have to update the operating system of his/her mobile terminal in order to access and use the Application.

ARTICLE 5 - ACCESS AND USE OF THE APPLICATION**5.1 Requirements for access and use of the Application**

Use of the Application is restricted to Users who purchase the Solutions and use the Measuring Tool.

The User is informed that, in order to access the Application and use its Features, the following steps must be completed:

- Upstream, the User must have purchased the Company's Solutions marketed by Phileo.
- The User must download the Application on his mobile device from an application shop (App Store or Google Store).
- Following the download of the Application on his mobile terminal, the User must create an Account under the conditions defined in the article of the 5.2 present GTC.
- The Account created by the User must be validated by the Phileo Representative under the conditions defined in article 5.2 hereof. For this purpose, the User will receive an email at the email address he indicates when creating his Account.
- After the validation of the Account by the Phileo Representative, the User will receive the Measuring Tool.
- Once the User has received the Measuring Tool, he/she may use the Application's functionalities under the conditions defined in Article 6 of these GTC.

5.2 Account creation

5.2.1 To create his Account, the User must define his login details (e-mail address and password). They must also enter their first and last name, company name and country of residence.

5.2.2 The User's Password must comply with the robustness rules defined by the Company for security purposes.

5.2.3 The Account created under the above conditions can only be used after its validation by the Phileo Representative. In this respect, the User is informed that the Phileo Representative may refuse to validate the creation of the Account when the User :

- did not purchase the Company's Solutions marketed by Phileo;
- has not been verbally invited by the Phileo Representative to download the Application;
- has not followed the training provided by the Phileo Representative on the Measuring Tool and the Application.

5.3 Access to the Account

5.3.1 Following the validation of the Account, the User must proceed with his Authentication to access it.

5.3.2 The User does not have to re-authenticate each time he/she accesses the Account, unless he/she disconnects from the Account. In case of disconnection, the User will have to re-authenticate to access his Account and the Application's Features.

If the User is unable to enter his Password when re-authenticating, he must request the renewal of his Password from the dedicated link in the Application. The User will then receive an email at the email address he/she provided when creating his/her Account, containing a reset link. By clicking on this link, the User will be redirected to a password reset page.

Once the new Password has been created by the User, the User must go to the Application and authenticate.

The Password newly created by the User is subject to the same criteria described above.

5.4 Duration of availability of the Account

5.4.1 The Account is made available to the User as long as the User purchases the Solutions and uses the Measurement Tool.

Therefore, the User's Account will be deactivated by the Phileo Representative in the following cases:

- When the User stops purchasing the Solutions ;
- If the Measuring Tool is not used for one year.

5.4.2 The User's Account may be reactivated by the Phileo Representative, in the event of repurchase of the Solutions and reuse of the Measuring Tool. The reactivation of the User's Account takes place under the conditions described in articles 5.1 and of the 5.2 present document.

In case of reactivation of the User's Account, the Account Data, the Farm Data and the history of the Analysis Results will be restored.

5.4.3 At the end of a period of one (1) year from the deactivation of the Account by the Phileo Representative and in the absence of reactivation of the Account during this same period, the User's Account will be permanently deleted by the Company.

ARTICLE 6 - FEATURES OF THE APPLICATION

The Account allows the User to access the following Features:

- Creation of one or more Farm Profiles,
- Viewing the list of created Farm Profiles,
- Creation of sieves, comparison of sieves, viewing of sieve history,
- Generation of Analysis Results,
- Export of Analysis Results.

6.1 Generating Test Results

6.1.1 The Application allows the User to generate Test Results.

In order to generate Analysis Results, the User must create one or more Farm Profiles. For this purpose, the User is asked to provide the following information for each Farm Profile created: name, postal address and country of establishment of the farm.

After creating one or more Farm Profiles, the User must manually enter the following data (hereinafter "Analysis Data"):

- Where a Solution is administered or not in the feed, the amount of Solution administered and the date from which the Solution is used at the time of use of the Measuring Tool;
- The number of animals involved and their feed intake (main raw materials and additives used) at the time of using the Measuring Tool;
- The milk performance of the animals at the time of using the Measuring Tool (milk quantity, protein quantity, fat quantity and somatic cell quantity);
- The data obtained from the Measuring Tool (weight of the sample used in grams, weight of the 5mm sieve particles in grams, weight of the 2mm sieve particles in grams, the photos of the particles).

6.1.2 The User is solely responsible for the accuracy and appropriateness of the Analysis Data entered by the User on the Application. The User is informed that any error, omission or incompleteness in the entry of Analysis Data, for whatever reason, may affect the Analysis Results.

6.1.3 The User is expressly informed that the Test Results do not constitute scientific data, information or statistics. The Company does not guarantee the accuracy of the Analysis Results with regard to the effectiveness of the Solutions administered and the scientific reliability of the Analysis Results with regard to the digestive health and more generally the well-being of the animals.

6.1.4 The User may export the Analysis Results in Excel format and send them to an e-mail address of his/her choice. This email address is not retained by the Company.

6.1.5 The history of the Analysis Results is available on the Application up to the last four (4) Test Results. To consult older Analysis Results, the User is invited to contact his Phileo Representative whose email address is available on the Application.

ARTICLE 7 - USE OF ANALYSIS RESULTS BY THE COMPANY

The Company uses the Analytical Results to produce, on its own behalf, statistics relating to the use, evaluation and improvement of the Solutions.

The Analysis Results are also used by the Company to produce annual and biannual newsletters relating to the Solutions. These are sent to Users who request them.

ARTICLE 8 - CONTACT

For any question relating to the present GTC and/or the use of the Application and its Functionalities, the User can contact the Phileo Representative whose email address is available on the Application.

ARTICLE 9 - COMMITMENTS OF THE USER

9.1 By accessing and using the Application, the User agrees not to:

- any use of the Application contrary to French, European and, where applicable, international legislation and regulations, or prejudicial to third parties;
- any use of the Application contrary to these TOS;
- any action that may cause damage of any kind to the Company, to any other company in the Lesaffre Group and/or to other Users;
- any action that may infringe the rights of third parties;
- any communication of its Login Information to third parties and/or to other Users, whatever the means and medium of communication
- disseminate, deposit, implement content, messages or tools containing programs that may cause computer damage, disorganise the Application, divert from its normal use or undermine the security systems of the Application;
- harm, hinder or distort the proper functioning of the Application;
- to probe, scan, technically analyse the Application;
- to test the vulnerability and performance of the Application for any reason other than those necessary for its use;
- to circumvent the means implemented by the Company to guarantee the security of the Application;
- the use of any means to circumvent the authentication techniques implemented by the Company and necessary for access to the Application.

9.2 The User must ensure that he/she disconnects from the Application when leaving it.

9.3 The User undertakes to :

- to act honestly and fairly when using the Application and its Features;
- not to enter data or information that is contrary to public order.

9.4 The User undertakes to inform the Company in the event that he/she becomes aware of any fraudulent use of the Application made with his/her Login Information. To do so, the User must immediately send an email to the Phileo Representative whose email address is listed in the Application.

ARTICLE 10 - MAINTENANCE AND UPDATING OF THE APPLICATION

10.1 The Company will use its best efforts to ensure access to the Application and its proper functioning. It undertakes to carry out or have carried out the necessary maintenance work to restore the proper functioning of the Application, within a reasonable period of time, if necessary.

10.2 The Company may change the Application and all or part of its Functionalities at any time, without this giving rise to any right to compensation for the User.

Thus, the User is expressly informed that the provision of all or part of the Features is at the discretion of the Company.

ARTICLE 11 - LIABILITY**11.1 Responsibility of the User**

11.1 The User acknowledges and warrants that he/she has exclusive control over the terminal he/she uses to access and use the Application.

11.2 The User is solely responsible for the proper functioning of his terminal and his access to the Internet.

In this respect, it is the User's responsibility to take all necessary measures to resolve any bug affecting the operating system of his terminal as well as to detect and manage any virus likely to affect his terminal.

It is also the User's responsibility to ensure that he/she is able to access the Application in complete security. The User shall take all necessary measures to ensure the protection, in particular the logical protection, of his/her terminal.

11.3 The User's login details are personal and confidential. The User is solely responsible for their use. As such, the User shall not communicate them to any third party whatsoever, and, where applicable, shall be solely responsible for the consequences of their disclosure to third parties in violation of these GTC.

11.4 The User is solely responsible for the use he makes of the Application and the data or information he enters on the Application. In this respect, the User acknowledges that all actions taken after his Authentication are deemed to have been taken by him.

11.2 Responsibility of the Company

11. 2.1 The User expressly acknowledges that the Company shall not be held liable for any of the following

- in the event of non-compliance with these GTC and/or the regulations in force;
- in case of damage caused by the use of the Login Data by an unauthorised person;
- in the event that the User provides inaccurate or incomplete data or information on the Application;
- in the event of the User's failure or lack of will to use the Application;
- in the event of any damage to hardware, software or data suffered by the User as a result of access to the Application;
- in the case of consequential damage, which therefore does not give rise to a claim for compensation.

11.2.2 The Application is accessible unless interrupted for maintenance or security reasons and/or in the event of force majeure and/or in the event of the occurrence of an event beyond the Company's control. The Company shall not be held liable, in the absence of fault, for any unavailability of the Application for any reason whatsoever and shall make its best efforts to restore access to the Application.

11. 2.3 Access to the Application may be suspended, in particular for reasons of internet network quality. The Company offers no guarantee concerning the risks of interruption or malfunction linked to the connection, the congestion of networks and/or computer systems, the intrusion of unauthorised third parties and contamination by any viruses circulating on the said networks and/or computer systems.

ARTICLE 12 - INTELLECTUAL PROPERTY

12. 1 The Application and each of its components, including but not limited to texts, images, illustrations, photographs, databases, media, software, graphics, logos, icons, sounds, company names, trademarks, product models, drawings, animated sequences with or without sound, and other documentation, and more generally, all visual or sound elements including the underlying technology represented on the Application (hereinafter the "Intellectual Property Elements") are protected by intellectual property rights.

12. 2 The Company owns the intellectual property rights in the Intellectual Property Elements. Some of the Intellectual Property Elements may also be owned by third parties who have licensed them to the Company for incorporation directly or indirectly into the Application.

12. 3 The Company grants the User a non-transferable licence to use the Application on the terminal that he/she owns or is authorised to use.

12. 4 Without prejudice to the foregoing, the User shall refrain from any act of reproduction and representation of the Intellectual Property Elements, as such reproduction and/or representation may constitute an act of infringement.

ARTICLE 13 - PROTECTION OF PERSONAL DATA

13.1 The Company is responsible for the processing of the User's personal data implemented through the Application. It is the entity that determines the purposes (objectives) and means of processing Users' personal data.

The data processed by the Company are the following: name, first name, e-mail address, password, company, country.

13.2 Purposes and legal basis

13.2.1 The User's personal data is processed by the Company in the context of making the Application available.

This processing allows the Company to :

- manage the creation of the Account and access to the Account by the User;
- enable the User to benefit from the Application's functionalities, in particular the generation and consultation of analysis results;

13.2.2 This processing is carried out by the Company on the basis of its legitimate interests:

- to assist Users who have purchased its Solutions in evaluating the impact of said Solutions in improving farm animal digestion and breeding performance,
- generate statistics on the use, evaluation and improvement of its Solutions.

13.3 Mandatory nature of the data

The User's personal data as listed in article 13.1 is necessary for the creation of his Account and access to the Application's functionalities. Without this data, the Company will not be able to manage the creation of the Account and access to the Application.

The User may, at any time, modify his/her personal data from the Application.

13. 4 Data Recipients

Within the limits of their respective responsibilities, the following are recipients of all or part of the data

- the Company's employees in charge of marketing the Solutions and assisting Users in the context of the provision of the Application;
- the Phileo Representative to whom the User is attached;
- the Company's employees in charge of the technical management of the Application;
- the staff of the hosting provider located in Frankfurt (Germany).

13. 5 Data retention period

13.5.1 The User's personal data is kept by the Company for as long as the User uses the Application and his/her Account.

In case of deletion of the Application and/or Account, the personal data concerning him/her will also be deleted.

13.5.2 In case of deactivation of the Account by the Phileo Representative, the User's personal data will be kept for a period of one (1) year. At the end of this period and in the absence of a reactivation, the personal data of the User will be deleted.

13. 6 User rights and their exercise

13.6.1 Under the conditions defined by the applicable regulations, the following rights may be exercised by the User in connection with the processing described above:

Right of access: this right allows the User to ask the Company whether it holds any personal data about the User and to obtain access to it.

Right of rectification: this right allows the User to ask the Company to rectify and update his/her personal data if they are inaccurate or incomplete.

Right to object: this right allows the user to object at any time to the processing of personal data by the Company for "reasons related to his or her particular situation".

Right to erasure: this right allows for the erasure of personal data when a reason provided for in the regulations is met.

Right to restrict processing: this right allows you to ask the Company to temporarily suspend the use of your personal data when a reason provided for by the regulations is met.

Finally, the User may define general or specific directives concerning the fate of his/her personal data (conservation, deletion, communication, etc.) after his/her death.

If the User believes, after having contacted the Company, that his/her rights are not respected or that the present data processing does not comply with data protection rules, he/she has the right to lodge a complaint with his/her supervisory authority.

13.6.2 To exercise his/her rights, the User must, with proof of his/her identity, contact the Company:

By post:

Société Industrielle Lesaffre
Phileo Department - Protection of personal data
137 rue Gabriel Péri
59700 MARCQ-EN-BAROEUL

By e-mail: Digescan@phileo.lesaffre.com

ARTICLE 13 - MISCELLANEOUS

13.1. In the event that one of the clauses of these GTC is declared null and void or inapplicable by the effect of a law, a regulation or a court decision rendered by a competent court having the authority of res judicata, the other clauses will retain their validity and force.

13.2. The fact that the Company does not avail itself of a breach by one (or more) User(s) of any of the provisions of these GTC shall not be construed as a tolerance or waiver on its part to avail itself of such a breach in the future.

ARTICLE 14 - APPLICABLE LAW

14.1. The present GTC are subject to French law.

14.2. In the event of a dispute, the Parties shall make their best efforts to reach an amicable solution before referring the matter to the Courts. If the amicable phase fails, only French law will be applicable and only the French courts will be competent.