

TERMS OF USE

(hereinafter the “Terms of Use”)

Last updated: December 2025

Continuing to browse www.maxtronics.com (hereinafter the “Site”) implies unconditional acceptance of the following provisions and terms of use. Maxtronics reserves the right to update and amend the Terms of Use at any time and without prior notice. By using the Site after the update of the Terms of Use, the user accepts the conditions of this new version.

The Site is intended for adults. Minors may use it only with the authorization of their legal representatives.

1. USER COMMITMENTS

As part of using the Site, the user agrees to:

- Use the Site in accordance with the Terms of Use or any applicable Specific Conditions,
- Not interfere with the safety or security of the Site,
- Not degrade or attempt to degrade the Site’s performance,
- Not access the Site for the purpose of developing or exploiting services competing with the Site,
- Not use the Site in a manner likely to harm Maxtronics or any third party,
- Protect themselves against risks of data loss or hacking by using appropriate security systems and software.

2. SPECIFIC CONDITIONS

In addition to the Site’s Terms of Use, certain specific additional conditions (“Specific Conditions”) may apply to certain services. In such cases, the Specific Conditions shall prevail over the Terms of Use.

For example, downloading or using certain software may require the user to accept and comply with an end-user licence agreement. Likewise, when Maxtronics offers the user the possibility to purchase or order services or products, general terms and conditions of sale shall additionally apply.

Maxtronics reserves the right to modify the Specific Conditions at any time and without notice.

3. INTELLECTUAL PROPERTY

The Site, its components (photographs, images, trademarks, videos, sound extracts, slogans, data, metadata, logos, graphics, texts, software programs, content, etc.) and, unless otherwise stated, all information contained therein, are the exclusive property of Maxtronics (or its licensors and/or partners) and are protected by applicable intellectual property laws.

Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including software applications, without the prior written authorization of Maxtronics, is strictly prohibited. Failure by Maxtronics to initiate legal action immediately upon becoming aware of unauthorized uses shall not constitute acceptance of such uses nor a waiver of legal action.

Unless otherwise specified, the company names, logos, products and trademarks mentioned on the Site are the property of Maxtronics, its licensors and/or partners.

4. SERVICES

The Site allows the user to contact Maxtronics’ support and sales teams through dedicated forms. To be contacted promptly, the user is invited to provide accurate and up-to-date data.

5. USER ACCOUNT

5.1 Account creation

Certain services available on the Site may require the creation of an account through a specific registration process. Creating such an account requires the user to provide a limited number of personal data and may, where applicable, be subject to special conditions. In such cases, the user must provide accurate information and keep it up to date.

The user may be asked to choose login credentials (username and password). These credentials are confidential and must not be shared. The user is solely responsible for keeping them confidential.

The user is solely responsible for the use of the account. The user must promptly inform Maxtronics of any unauthorized access to their account and/or any security breach. The user is not permitted to use another person’s account without that person’s authorization.

5.2 Account deletion and suspension

The user may request deletion of their account at any time by contacting Maxtronics using the contact details available on the Site. Maxtronics may, in case of reasonable doubt, request the applicant to provide only what is strictly necessary to verify their identity and ability or authority to request deletion of the account or associated data.

Maxtronics may suspend or delete an account, in whole or in part, particularly in cases of:

- violation of the Terms of Use;
- risks to the security of the Site or interference with its proper functioning;
- fraudulent, abusive or improper use of the account;
- prolonged inactivity.

In emergency cases relating to security or obvious fraud, suspension or deletion may occur without prior notice.

Account deletion results in the loss of access to associated services and, in principle, to content linked to the account. To the extent permitted by applicable law, Maxtronics shall not be held liable for consequences of such deletion, including loss of data or content, except in the event of gross negligence or wilful misconduct.

Certain data may be retained after account deletion when required or permitted by law (e.g., for evidence, security, or legal compliance), under the conditions described in the Site's privacy policy.

6. USER CONTENT

6.1 Types of user content

The Site may, without this being considered an essential service, allow the user to create, save, upload, share, broadcast and/or publish content:

- (a) **Private content:** messages, emails, content exchanged via private communication interfaces on the Site;
- (b) **Publicly accessible content:** photos, audio, videos, text, comments, applications or any other content the user chooses to make publicly available on the Site. (Hereinafter collectively, "User Content").

6.2 Private content (messages, emails, chats)

The Site may offer a messaging functionality provided by Maxtronics and operated by a third-party service provider identified in the privacy policy. Maxtronics remains the controller of the data exchanged through this service, while the service provider acts as processor within the meaning of Article 28 of the GDPR.

Messages, emails, conversations, documents or content exchanged via private Site functionalities remain strictly confidential. Maxtronics does not use them for commercial purposes, does not publish them, does not share them with third parties and does not acquire any intellectual property rights over them.

The user grants Maxtronics and any applicable technical service provider a technical, non-exclusive, non-transferable, royalty-free licence limited to operations strictly necessary for:

- transmitting the message,
- displaying it to the user and recipient,
- temporary technical storage,
- detecting or preventing abuse or illegal activities,
- detecting spam, fraud or abuse,
- providing support services,
- providing the requested service.

This licence terminates automatically upon deletion of the message or closure of the account, unless legal retention obligations apply.

Maxtronics undertakes to respect the secrecy of electronic correspondence and applicable data protection laws. Maxtronics does not access message content except in cases of:

- legal obligation,
- request by a competent authority,
- report of abuse or illegal activity,
- operation strictly necessary for the functioning or security of the service.

6.3 Public content

When the user publishes content intended to be publicly visible on the Site, they grant Maxtronics a non-exclusive, worldwide, royalty-free licence strictly limited to reproducing and displaying the content in order to:

- publish it online,
- host it,

- publicly display it,
- perform technical reproduction,
- perform technical adaptations (formats, compression),
- limited promotion of the Site and Maxtronics' activities in a non-commercial context.

Subject to applicable data protection laws, Maxtronics may use such User Content in institutional presentations of the Site or the company's activities (including screenshots in presentations or explanatory documents), as well as in external communications, including on social networks and press releases, for strictly informational purposes or to highlight the Site and Maxtronics' activities. This excludes any commercial or advertising use in the strict sense.

Any commercial use of User Content requires the user's prior written consent.

The user may delete their User Content at any time, which terminates the licence, except for uses already performed.

The user is informed that any content made public on the Site may, solely due to such publication, be visible and potentially reused, shared or referenced by third parties (search engines, media, social networks, independent communications).

Maxtronics does not actively authorize or license such third-party reuses and shall not be held liable for third-party reuse of content made public by the user unless the reuse results from Maxtronics' fault or from unlawful commercial use.

The user acknowledges that this licence does not entitle them, now or in the future, to any remuneration or compensation from Maxtronics or any parent companies, affiliates, subsidiaries or sublicensees, even if the User Content is used in any manner permitted herein.

Maxtronics disclaims all liability regarding User Content. Without prejudice to Maxtronics' right to claim damages, any User Content violating the Terms of Use may be edited or deleted. In severe cases, Maxtronics may prohibit access to the Site at its sole discretion.

6.4 Reporting illegal content

Where Site services allow upload or transmission of user content, any person may notify Maxtronics of content that may be illegal under the law.

Notifications must contain the elements required under Article 6-I-5 of the French LCEN (date, identity of notifier, content description, precise location, legal grounds).

Notifications may be addressed to Maxtronics via the email address indicated on the Site under "Contact" or any other means provided.

7. SITE MANAGEMENT

For proper Site management, Maxtronics may, at its discretion, at any time and without notice:

- Add, modify, delete content, information and/or functionalities on the Site,
- Suspend, interrupt or limit access to all or part of the Site; restrict access to the Site or to certain parts to specific user groups,
- Suspend the Site to perform updates Maxtronics deems necessary.
- In case of modifications to the Site, Maxtronics offers no guarantee regarding continuation of previously existing functionalities.
- Such modifications do not affect the user's rights relating to contractual documents expressly accepted (such as general terms of sale or mandatory notices provided in connection with a purchase).

8. SITE AVAILABILITY

Maxtronics strives to ensure 24/7 access to the Site. However, access may be interrupted, suspended or limited, without notice, particularly in case of:

- maintenance, updates or improvements;
- breakdowns or malfunctions;
- Internet network or third-party provider issues;
- force majeure.

Maxtronics cannot be held liable for Site unavailability resulting from such interruptions.

9. LIABILITY

Maxtronics met en œuvre les moyens raisonnables pour assurer l'accès au Site et la mise à disposition d'informations exactes et actualisées.

Maxtronics implements reasonable means to ensure Site access and provision of accurate and up-to-date information.

Information provided on the Site is for general guidance only and is non-contractual.

The Site may provide access to various documentation related to Maxtronics' products or services, such as technical sheets, user guides, commissioning guides, compliance documents or terms and conditions of sale. These documents are provided for informational purposes.

However, when such documents accompany a product or service actually sold or provided by Maxtronics (such as mandatory notices or applicable terms and conditions of sale), they are contractual only to the extent required by law or when expressly accepted by the user in the context of an order or specific contractual relationship.

Other documents made available—technical descriptions, diagrams, illustrations, videos, non-contractual guides or general information—are for information only and do not constitute essential characteristics or contractual warranties within the meaning of the French Consumer Code and Civil Code.

In case of contradiction between an informative document on the Site and a contractual document accepted by the user (such as terms and conditions, a contract or mandatory product notice), the contractual document shall prevail.

Maxtronics' liability may only be engaged under common law principles.

Maxtronics shall not be held liable for damages resulting from:

- improper use of the Site by the user;
- unforeseeable and insurmountable acts of a third party outside Maxtronics' control (e.g., provider malfunction, cyberattack, network breakdown);
- force majeure within the meaning of Article 1218 of the French Civil Code;
- access interruptions due to maintenance, updates or technical interventions.

The user remains solely responsible for their connection equipment and its compatibility with the Site. It is their responsibility to implement appropriate security measures to protect their equipment and data, including against viruses, malware or intrusion attempts.

Maxtronics shall not be liable for indirect damages nor damages caused to equipment used for professional purposes, except in cases of gross negligence or wilful misconduct.

Nothing herein excludes or limits Maxtronics' liability in cases of bodily harm, gross negligence or fraud.

10. DISCLAIMER OF WARRANTY

The Site is provided "as is". Given the open nature of the internet, Maxtronics does not guarantee that the Site is error-free or virus-free, nor uninterrupted operation.

Maxtronics disclaims liability for loss or corruption of data arising directly or indirectly from use or inability to use the Site.

Maxtronics excludes all warranties regarding accuracy, non-infringement, merchantability and fitness for a particular purpose.

Maxtronics, its affiliates, successors and assigns disclaim any responsibilities not expressly stated herein, to the fullest extent permitted by law.

11. PHOTOGRAPHS AND PRODUCT REPRESENTATION

Product photos and videos accompanying descriptions are non-contractual and do not bind Maxtronics.

12. COOKIES AND PERSONAL DATA PROTECTION

The Site uses cookies in accordance with Maxtronics' cookie policy available at the bottom of the Site.

Personal data transmitted via the Site and/or services is processed in accordance with Maxtronics' privacy policy.

13. WEBSCRAPPING – AUTOMATED EXTRACTION – AI TRAINING

Unless prior written authorization is granted by Maxtronics, it is strictly prohibited to use, extract, copy, store, reproduce, collect, crawl, analyze or exploit—directly or indirectly—any content, data or information on the Site, whether automated or not, including through scripts, robots, crawlers, indexing tools, text and data mining (TDM) techniques or any automated data extraction process.

This prohibition specifically covers:

- substantial or repeated extraction of Site content or databases (Articles L.342-1 et seq. of the French Intellectual Property Code);
- any analysis, extraction or exploitation of texts, images, videos, diagrams, metadata, technical documents or information hosted on the Site for training, improving, evaluating or exploiting an AI model of any kind (generative models, computer vision systems, language models, recommendation systems, etc.);
- any use, reproduction or extraction of visual, aesthetic, technical or functional representations of products/services (including robots) designed or distributed by Maxtronics—images, videos, 3D models, renderings, diagrams, technical descriptions or any element enabling identification or reconstruction—for AI training or generating derivative or inspired content;
- the reconstruction, enrichment or exploitation of a competing database, or any use likely to infringe Maxtronics' rights or legitimate interests.

This prohibition also applies to non-substantial but repeated extractions, in line with EU Directive 2019/790 on copyright and text/data mining exceptions.

The following are not covered by this prohibition:

- indexing by generalist search engines under industry-standard conditions;
- strictly private uses not prejudicial to Maxtronics' rights;
- reuses covered by a legal exception (e.g., short quotation).

Maxtronics reserves the right to take any technical, legal or judicial action to protect its content, robots, databases and intellectual property rights.

14. USER IDEAS

Maxtronics appreciates users' interest and creativity. To protect their interests and avoid misunderstandings, users are encouraged to act cautiously before submitting unsolicited ideas or proposals.

Maxtronics does not accept or solicit the submission of ideas, concepts or suggestions related to its products, services or activities. Any idea submitted spontaneously is deemed non-confidential and not intended to create any contractual relationship.

The user acknowledges that unsolicited ideas, concepts or suggestions are not protected by intellectual property rights as such, and that their submission imposes no obligation on Maxtronics to review, respond to, retain or use them.

The user acknowledges that Maxtronics may already be working on, or may subsequently develop, similar or identical ideas, concepts or features independently.

Submission of an unsolicited idea gives rise to no remuneration, compensation or recognition, and does not restrict Maxtronics' freedom to develop, publish or market similar products, services or features.

15. LEGAL INFORMATION

The Site is published by Maxtronics Robotics SAS, with share capital of €100,000, headquartered at 11 rue Camille Desmoulins, 92130 Issy-les-Moulineaux, France, registered with the Nanterre Trade and Companies Register under No. 990 515 645, VAT No. FR59990515645.

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16. APPLICABLE LAW

The Terms of Use are governed by French law and subject to the exclusive jurisdiction of the French courts.

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