

## TERMS OF USE AND PRIVACY STATEMENT

The following terms and conditions govern all use of the INCO website and all content and services available at or through the website. The Website is owned and operated by INCO, Limited liability Company. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, INCO Privacy Policy) and procedures that may be published from time to time on this Site by INCO (collectively, the "Agreement"). Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by INCO, acceptance is expressly limited to these terms.

### 1. Responsibility of Contributors.

If you contribute to the Website, comment on, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that :

- o the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

- o if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

- o you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

- o the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

- o the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

- o the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

- o your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;

- o your blog is not named in a manner that misleads your readers into thinking that o you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and

o you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Top Nonprofits or otherwise.

2. **By submitting Content** to INCO for inclusion on the Website, you grant INCO a worldwide, royalty free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Content. If you delete Content, INCO will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, INCO has the right (though not the obligation) to, in INCO's sole discretion (i) refuse or remove any content that, in INCO's reasonable opinion, violates any INCO policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in INCO's sole discretion. INCO will have no obligation to provide a refund of any amounts previously paid.

### **3. Responsibility of Website Visitors**

INCO has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, INCO does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. INCO disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

### **4. Content Posted on Other Websites.**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which INCO links, and that link to INCO. INCO does not have any control over these websites and webpages, and is not responsible for their contents or their use. By linking to a non-INCO website or webpage, INCO does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. INCO disclaims any responsibility for any harm resulting from your use of non-INCO websites and webpages.

### **5. Copyright Infringement**

As INCO asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by INCO violates your copyright, you are encouraged to notify INCO. INCO will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

## **6. Intellectual Property.**

This Agreement does not transfer from INCO to you any INCO or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with INCO. INCO, INCO Academy, INCO ventures, INCO&Co and INCO Incubators logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of INCO. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any INCO or third-party trademarks.

## **7. Changes.**

INCO reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. INCO may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **8. Termination.**

INCO can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. Disclaimer of Warranties.**

The Website is provided "as is". INCO and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non- infringement. Neither INCO nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

## **10. Limitation of Liability.**

In no event will INCO or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for : (i) any special, incidental or consequential damages ; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data. INCO shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **11. General Representation and Warranty.**

You represent and warrant that (i) your use of the Website will be in strict accordance with the INCO's Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of

technical data exported from the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## **12. Indemnification.**

You agree to indemnify and hold harmless INCO, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

## **13. Cookies**

Like most websites, the website (collectively with all information and other materials contained therein, and all services related thereto, the "Website") provided by INCO and its subsidiaries (collectively solely for purposes of this Privacy Statement, "INCO") may collect Data (as defined herein) on the general usage of the Website. While visitors to the Website (each, a "Visitor") navigate the Website, INCO may collect information by utilizing commonly used information-gathering tools, such as cookies. Cookies are small text files that are placed in a Visitor's computer and contain no personal information about the Visitor but enable INCO to determine whether such Visitor has previously viewed the Website.

Visitors applying for a job through the Website are redirected to a separate portal that may request (i) "Contact Information", such as a person's name, address, telephone number and email address, and (ii) "Applicant Information", such as a resume or curriculum vitae, all of which will be directed to a member of our People Team. All such Contact Information and Applicant Information, and all other information submitted by a Visitor to INCO or collected by INCO through the Website, is collectively referred to herein as "Data".

## **14. Personal information.**

Your submission of personal information through the store is governed by our Privacy Policy.

## **15. Private Policy**

INCO respects your privacy and would like to inform you that, in accordance with the european General Data Protection Regulation (GDPR), the data collected will be used only for the purpose of answering your questions. You can exercise your rights to control your personal data (right of access and rectification, right to erasure) by sending a message specifying the request to [contact@inco-group.co](mailto:contact@inco-group.co) and attaching a copy of proof of identity.

## **16. Contact information**

Questions about the Terms of Service should be sent to us at [contact@inco-group.co](mailto:contact@inco-group.co)

## **17. Site publisher**

INCO SAS, 3 boulevard Saint-Martin, 75003 Paris.  
Paris RCS n° 832 283 766 with a capital of 130 000 euros.  
&

INCO Community Inc., 548 Market Street, PMB 67678, San Francisco, California 94104-5401  
Email : [contact@inco-group.co](mailto:contact@inco-group.co) / Phone: + 33 (0) 1 85 73 62 52

## **18. Hosting**

Gandi SAS, 63-65 boulevard Masséna, Paris 75013  
FRANCE SIREN: 423 093 459 RCS PARIS - N° TVA intra: FR 81 423 093 459  
Phone: +33 (0) 1 70 37 76 61 Email : [direction@gandi.net](mailto:direction@gandi.net)

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## **INFORMATIONS CONCERNANT INCO VENTURES**

### **1/ Informations générales**

INCO Ventures est une SAS française d'un capital de 160.000€, enregistrée auprès du registre du commerce et des sociétés de Paris sous le numéro 844 649 574. Le siège de la société se situe au 3, boulevard Saint Martin 75003 Paris. La société est enregistrée auprès de l'AMF sous le numéro GP-19000013 depuis le 11/03/2019.

INCO Ventures dispose d'un agrément AIFM.

### **2/ Politique de réclamation**

La présente information est établie conformément à l'article 313.8 du Règlement Général de l'AMF (Autorité des Marchés Financiers) et à l'instruction AMF n° 2012-07. Elle est destinée à informer les clients de INCO VENTURES sur la procédure relative au traitement des réclamations, applicable dès le 1er septembre 2012.

Seules les déclarations actant du mécontentement du client envers le professionnel sont concernées, à l'exclusion des demandes d'information, d'avis, de clarification, de service ou de prestation.

Personne en charge du traitement des réclamations au sein de INCO VENTURES :  
Jean Michel LECUYER

Modalités possibles de saisine de la personne en charge du traitement des réclamations au sein de INCO VENTURES :

Par courrier : Jean Michel Lécuyer – INCO Ventures - 3 boulevard Saint Martin – 75003 PARIS Par tél : 01 85 73 62 56 Par email : [rcci@inco-group.co](mailto:rcci@inco-group.co)

Pour bien s'assurer que sa réclamation nous est bien parvenue, nous recommandons au client de nous l'adresser en demandant un accusé de réception.

Délais de traitement des déclarations :

INCO VENTURES s'engage à faire parvenir au client un accusé de réception sous un délai de 10 jours, dans l'hypothèse où sa réclamation ne pourrait être traitée plus rapidement. A compter de la date de cet accusé de réception, la demande sera traitée dans un délai qui ne pourra excéder 2 mois.

Recours :

En cas d'insatisfaction quant aux suites données à votre réclamation, vous pouvez faire appel au Médiateur de l'Autorité des Marchés Financiers, en renseignant le formulaire de demande de médiation. La charte de la médiation est également disponible sur le site de l'AMF

Contactez le Médiateur par courrier :

Madame Marielle COHEN-BRANCHE Médiateur de l'AMF 17, place de la bourse 75082 PARIS CEDEX 02  
Fax : 01.53.45.59.60

Les procédures sont confidentielles, gratuites, contradictoires et non contraignantes. Chacune des parties peut y mettre fin quand elle le désire et conserve le droit de saisir les tribunaux.

Cependant, avant de saisir le médiateur, il est nécessaire que le client effectue sa première démarche auprès de la personne en charge des réclamations au sein de INCO VENTURES.

### **3/ Politique de gestion des conflits d'intérêts d'INCO VENTURES**

INCO VENTURES a formalisé une politique de gestion des conflits d'intérêts et mis en place des dispositions spécifiques en termes d'organisation (moyens et procédures) et de contrôle afin de prévenir, identifier et gérer les situations de conflits d'intérêts pouvant porter atteinte aux intérêts de ses clients.

A ce titre, il est rappelé qu'INCO VENTURES accorde la plus grande importance aux intérêts de ses clients. La présente politique a pour objet d'indiquer quelles sont les principales mesures permettant d'atteindre cet objectif de gestion des conflits d'intérêts. Néanmoins, si d'éventuels conflits d'intérêts apparaissent, ces derniers seront gérés dans l'intérêt du client, c'est-à-dire de manière équitable et en lui délivrant une information complète et adaptée.

Ainsi INCO VENTURES s'autorise en fonction des situations de conflits d'intérêts à :

- réaliser l'activité ou l'opération dans la mesure où l'organisation permet de gérer de manière appropriée la situation de conflit d'intérêts potentiel ;
- informer le client dans le cas où certains conflits d'intérêts peuvent subsister et lui communiquer les informations nécessaires sur leur nature et leur origine ;
- le cas échéant, ne pas réaliser l'activité ou l'opération amenant un conflit d'intérêts.

INCO VENTURES se doit de gérer tout conflit d'intérêts, de sa détection jusqu'à son traitement approprié.

A ce titre INCO VENTURES a mis en place une organisation permettant de :

- prévenir l'apparition de conflits d'intérêts, par une sensibilisation de l'ensemble de son personnel aux règles et codes de bonne conduite interne et de place, et par la mise en place de règles et des procédures strictes :
- mise en place d'un système de contrôle interne ;
- séparation des fonctions pouvant générer d'éventuels conflits ;
- veiller en permanence à ce que l'offre des produits et services qu'INCO VENTURES propose à ses clients corresponde bien au profil et à leurs attentes, et ne soit jamais en contradiction avec leurs intérêts ;
- prohibition des opérations à titre personnel qui ne respecteraient pas les règles fixées par l'entreprise ;
- formation ou sensibilisation de l'ensemble du personnel aux bonnes pratiques de la profession ;

- identifier les situations de conflits d'intérêts pouvant porter atteinte aux intérêts des clients, par l'établissement d'une cartographie des risques de ces conflits d'intérêts. Cette cartographie précise activités ou opérations pour lesquels un conflit d'intérêts est susceptible de se produire. Le RCCI d'INCO VENTURES a notamment pour mission de veiller à la mise à jour de cette cartographie ;
- gérer les situations de conflits d'intérêts potentiels :
  - en informant de façon complète et objective les clients, en s'interdisant d'user d'arguments tendancieux tout en signalant les contraintes et les risques associés à certains produits ou à certaines opérations ; en imposant aux collaborateurs de déclarer au RCCI les cadeaux et avantages perçus selon des règles fixées par INCO VENTURES ainsi que, dès leur survenance, les situations de conflit d'intérêts dans lesquelles ils pourraient se trouver, le cas échéant (le RCCI prenant alors en charge, avec les personnes concernées, la résolution de ce conflit).