

**TERMS OF USE**  
**OF THE SOLUTION INDUSTRIE DU FUTUR PLATFORM (HUB S-I-F)**  
[www.solutionsindustriedufutur.org](http://www.solutionsindustriedufutur.org)

***Preamble***

The Filière *Solutions Industrie du Futur* and its digital platform (Hub S-I-F) aim to promote cooperation between industrial players for the benefit of the French and the European industry.

SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR<sup>1</sup>, a subsidiary of ALLIANCE INDUSTRIE DU FUTUR, whose members have developed this collective digital tool to encourage interactions between manufacturers, has as its corporate purpose the creation and management of the platform (Hub S-I-F). The objective is to facilitate the identification of industrial solutions and interact on the themes or on the technological bricks of the Industry of the Future.

To achieve this, the platform employs a "Community Manager", an employee of SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR. In close coordination with the pilots of the structuring projects of the "Solutions Industrie du Futur" sector, he participates in the definition of the service offer, develops the interactions between industrialists around the project communities within the platform (industrial 5G, Solutions for the manufacture of batteries for electromobility, Recycling of demolition concrete, etc.) in order to increase the notoriety of the S-I-F Hub, to acquire new customers and to develop their loyalty. This Community Manager works in strict compliance with the norms and standards of deontology and ethics.

The tool is based, for the private part of the platform, on a 3Dexperience software solution, developed by Dassault Systèmes, which has been licensed to SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR. The data are the exclusive property of the latter.

In this context, services and tools are offered or referenced by the Solutions Industrie du Futur platform to support and facilitate projects, from private or public companies, associations or State or local authorities entities.

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<sup>1</sup> AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR is a simplified joint stock company whose purpose is to implement all operations, of whatever nature, on behalf of the ALLIANCE POUR L'INDUSTRIE DU FUTUR (AIF), whose own purpose is to organise and coordinate initiatives, The purpose of the AIF is to organise and coordinate initiatives, projects and work aimed at modernising and transforming industry in France, in particular through the use of digital technology, and more particularly the creation and management of the "SOLUTIONS INDUSTRIE du FUTUR" HUB and its digital platform. SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR - 17 rue de l'Amiral Hamelin 75116 Paris - RCS PARIS 912 426 038.



Certain services are offered or referenced without a specific contract being established with AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR.

The purpose of Terms of Use is to define the principles to be respected by the providers of these services (the "Solution Providers" and the members of the groups and organisations using the HUB S-I-F platform), the clients and the service providers, when they intervene within the Solutions Industrie du Futur Sector and its platform.

This charter does not cover the AIF/CCI France Directory of Industry of the Future Solution Providers, which has its own legal notice that can be consulted by following the link below:

<https://ccibusiness.fr/mentions-legales>.

I) **CODE OF CONDUCT / RIGHTS AND DUTIES OF "SOLUTION PROVIDERS" AND MEMBERS OF USER GROUPS AND ORGANISATIONS OF THE SOLUTIONS INDUSTRIE DU FUTUR PLATFORM (HUB S-I-F)**

By accepting to be listed or through their presence on the Solutions Industrie du Futur platform:

1 - Solution Providers and members of groups and organisations using the HUB S-I-F platform declare to AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR the legal entity that represents them, and describe to it all of the services that they make available to members of the sector and clients of the Hub S-I-F platform; they expressly agree that these data may be put online.

2 - The Solution Providers and the members of the groups and organisations using the HUB S-I-F platform must guarantee equal treatment to the companies that request them or to which they are interact with. If a service is limited to a category of company (e.g. a territory, an activity, a company size), or limited in volume or time, this restriction must be explicitly stated;

3 - Through their activity within the platform, some Solution Providers and members of groups and organisations using the said platform may have access to information of a commercial nature or to projects in progress. They pledge to guarantee the possible confidentiality of this information, and not to use it for their own benefit, to promote their own offer or that of their partners, beyond the services declared to AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR;

4 - The decision to reference or withdraw, in whole or in part, the access of a Solution Provider or a member of the groups and user organisations of the HUB S-I-F platform is the exclusive responsibility of the AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR company;



5 - Failure to comply by a Solution Provider or by a member of the groups and organisations using the HUB S-I-F platform to the ethical and deontological norms and standards, as well as the current legislation in the field of competition law, may be considered by AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR as a valid reason for eviction from the platform, subject to the latter being able to provide unequivocal justification for the failure observed.

6 - Solution Providers and members of groups and organisations using the HUB S-I-F platform pledge to comply with the laws and directives in force concerning competition law and must not under any circumstances exchange information that contravenes the legal and regulatory provisions in this domain (any information or agreement on prices, price components, discounts, price calculation and pricing strategy, and planned price changes; any information relating to the commercial strategies of the undertakings; any detailed information on profits, profit margins, market shares, planned investments, if such information is not public; coordination of the positions of the undertakings in the context of invitations to tender or contracts awarded to third parties, the distribution of markets, and the boycott of certain economic operators).

## **II) CODE OF CONDUCT / RIGHTS AND DUTIES OF THE CUSTOMERS OF THE SOLUTIONS INDUSTRIE DU FUTUR PLATFORM (HUB S-I-F)**

The clients of the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F), and their collaborators, pledge to respect the principles of neutrality and not to take any advantage of their services when acting on behalf of the Filière Solutions Industrie du Futur and its platform.

Thus, by explicitly accepting, after having read the general terms and conditions of sale to which they have an online access, the creation of a personal account in return for an annual fee to participate in the communities of exchange and collaborative projects within the Solutions Industrie du Futur platform, the latter's clients and their collaborators commit themselves:

- To guarantee the confidentiality of the information shared by the Solution Providers, the members of the groups and organisations using the HUB S-I-F platform and the project leaders on the said platform and not to use it for their own benefit, to promote their offer or that of their partners;
- To respect the ethical and deontological norms and standards, as well as the legislation in force in the field of competition law, under threat of eviction from the platform by SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR, subject to the latter being able to justify the breach in a non-equivocal manner;
- To comply with the laws and directives in force concerning competition law and under no circumstances to exchange information that contravenes the legal and regulatory provisions in this domain (any information or agreement on prices, price components, discounts, calculation and pricing strategy, and planned price changes; any information relating to the commercial strategies of the undertakings; any detailed information on profits, profit margins, market shares, planned investments, if such information is not



public; coordination of the positions of the undertakings in the context of invitations to tender or contracts awarded to third parties, the distribution of markets, and the boycott of certain economic operators).

### III) **CODE OF CONDUCT / RIGHTS AND DUTIES OF SERVICE PROVIDERS WORKING ON THE SOLUTIONS Industrie DU FUTUR PLATFORM (HUB S-I-F)**

Beyond the contractual relationship between the supplier and its client SAS AIF SERVICES- HUB SOLUTIONS INDUSTRIE du FUTUR, the service providers and their collaborators pledge to respect the principles of neutrality and not to take any advantage of their services when they intervene on behalf of Filière Solutions Industrie du Futur and its platform

Thus, by agreeing to contract with SAS AIF SERVICES- HUB SOLUTIONS INDUSTRIE du FUTUR, the service providers and their collaborators pledge :

- To guarantee the confidentiality of the information shared by the Solution Providers, the members of the groups and organisations using the HUB S-I-F platform and the project providers on the said platform and not to use it for their own benefit, to promote their offer or that of their partners;
- To respect the ethical and deontological norms and standards, as well as the legislation in force in the field of competition law, on pain of eviction from the platform by SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR, subject to the latter being able to justify the breach in a non-equivocal manner;
- To comply with the laws and directives in force concerning competition law and under no circumstances to exchange information that contravenes the legal and regulatory provisions in this area (any information or agreement on prices, price components, discounts, calculation and pricing strategy, and planned price changes; any information relating to the commercial strategies of the undertakings; any detailed information on profits, profit margins, market shares, planned investments, if such information is not public; coordination of the positions of the undertakings in the context of invitations to tender or contracts awarded to third parties, the distribution of markets, and the boycott of certain economic operators).

A Steering Committee, in which an Advisory Board is integrated, made up of members of ALLIANCE INDUSTRIE DU FUTUR, SME and ETI managers, regional experts and Industry 4.0 experts and the DGE, will have the role to review the progress of the Solutions Industrie du Futur Hub every three months: it will also aim to ensure the neutrality of the interventions of customers, service providers and their respective collaborators. Its President reports to the Board of Directors of the ALLIANCE INDUSTRIE DU FUTUR and to the Steering Committee of the Filière Solutions Industrie du Futur.

### IV) **PRIVACY POLICY AND PROTECTION OF PERSONAL DATA**



The purpose of this policy is to inform the members of the platform, in accordance with Regulation n°2016-679 from the 27<sup>th</sup> of April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, of our data collection practices, and the use and sharing of information that may be provided.

Some information is mandatory and necessary for the processing of your application. Failure to answer a mandatory field may jeopardise the proper handling of your file.

We will only process or use your data to the extent necessary to contact you, process your requests, create and manage your user profile, create and manage your access to our online services, or to conduct statistical studies.

Your personal information will be retained for as long as necessary for the performance of our services, unless :

- You may exercise your right to have your data deleted as described below;
- A longer retention period is permitted or required by law or regulation.

During this period, we will take all appropriate steps to ensure the confidentiality and security of your personal data, so as to prevent damage, deletion or access by unauthorised third parties.

Access to your personal data is strictly limited to our staff and, where applicable, to our subcontractors.

Such processors are subject to a confidentiality obligation and may only use your data in accordance with our contractual terms and applicable law.

Apart from the cases set out above, we pledge not to sell, rent, transfer or give access to third parties your data without your prior consent, unless we are obliged to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of the rights of defence, etc.).

In accordance with the amended "Data Protection Act" of 6 January 1978 and European Regulation No. 2016/679/EU of 27 April 2016 (applicable since May 25 2018), you have the right to access, rectify, of portability and deletion of your data or to limit its processing. You may also, on legitimate grounds, object to the processing of your data.

You may, subject to the production of valid proof of identity, exercise your rights by contacting the Data Protection Officer at the following address SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR - 17 rue de l'Amiral Hamelin - 75016 Paris or [inscription@industrie-dufutur.org](mailto:inscription@industrie-dufutur.org).

For any further information or complaint, you can contact the Commission Nationale de l'Informatique et des Libertés (more information on [www.cnil.fr](http://www.cnil.fr))



Furthermore, we inform you that AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR has taken appropriate technical and organisational protection measures to prevent any loss, misuse, unauthorised access or distribution, alteration or destruction of your personal data during their transmission.

However, despite the efforts of AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR to protect your personal data, it cannot guarantee the infallibility of this protection against any data leakage due to unavoidable risks linked to the Internet.

It is important that you exercise caution to prevent unauthorised access to your personal data. You are responsible for maintaining the confidentiality of your password and account information. Therefore, you should ensure that you log off when using a shared computer.

#### **V) INTELLECTUAL PROPERTY**

Any use of the information provided on the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F) for commercial purposes or any other purpose is purely and simply prohibited.

Indeed, the elements present on our platform are protected by the Intellectual Property Code, as well as by international treaties and agreements dealing with provisions relating to the protection of copyright.

Thus, any modification, representation and reproduction, in whole or in part, for any use other than private, are strictly prohibited. This prohibition applies regardless of the method of reproduction, representation and/or modification, and regardless of its duration.

Furthermore, any action resulting from an infringement of an intellectual property right or resulting from an act of unfair or parasitic competition, and any transfer of property to any other party are strictly prohibited.

In general, AIF SERVICES - HUB SOLUTIONS INDUSTRIE DU FUTUR cannot be held responsible for any damage, direct or indirect, resulting from the prohibited use of the information or any other element delivered on the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F).

#### **VI) ADDITIONAL CONDITIONS FOR ONLINE SERVICES**

This charter provides that all data provided by the clients of the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F) to the latter, whether published by themselves or by any authorised user, in the context of the use of the online services, including personal data, shall remain the exclusive property of the clients or authorised users who have published them.

In addition, SOLUTIONS INDUSTRIE DU FUTUR (HUB S-I-F) clients and their collaborators are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and reproduction permissions of all data they have provided.



Furthermore, it is agreed in this charter that the clients of the platform SOLUTIONS INDUSTRIE DU FUTUR (HUB S-I-F) authorise the company AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR to use, reproduce, store and transmit the data they have provided and to have said data used, reproduced, stored and transmitted to the said company and its subcontractors to the extent that is reasonably necessary to provide, maintain and improve the online services.

Customer data will be treated as confidential during the period of provision of the online services and for a period of one (1) year after their termination or expiry, for data that has not been destroyed after such termination or expiry.

AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR pledges to make reasonable efforts to implement procedures to ensure the security of online services and client data that comply with market standards applicable to similar services and by taking precautions at least equal to those it takes with regard to its own confidential information of a similar nature to avoid the disclosure, publication or dissemination of said client data.

AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR is authorised to disclose customer data to third parties with whom it has concluded an appropriate confidentiality agreement, insofar as this is necessary for the provision, maintenance and improvement of online services.

This obligation of confidentiality does not apply to information : that AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR already possesses without having been subject to any obligation of confidentiality at the time of the communication of said information by the client; that is developed independently by AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR without reference to the client's data; that is or becomes available to the public without violation of this charter; that is legitimately transmitted to AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR by a third party not subject to an obligation of confidentiality; which are communicated for the purposes of disclosure by customers with their written consent; or communicated only to administrative or judicial authorities when the customer's data must be disclosed due to a judicial or administrative decision, provided that AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR promptly informs the customer and cooperates in a reasonable manner with the latter in order to limit the disclosure and use of the information concerned to the terms of the decision.

The Customer acknowledges that some of its data may be transferred to or stored in any country. The Customer agrees to refrain from, and to ensure that all users refrain from, processing, storing or uploading to its data sharing environment any information or data the export of which is controlled, regulated or subject to permit or license under applicable laws and regulations.

AIF SERVICES - HUB SOLUTIONS INDUSTRIE DU FUTUR takes legal measures to prevent the unauthorised use of data on the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F). In this context, the 3Dexperience software solution may include a security mechanism capable of detecting the installation or use of illegal copies of data and of collecting and transmitting data relating only to illegal copies.



## **VII) GENERAL CONDITIONS OF USE OF THE SOLUTIONS INDUSTRIE DU FUTUR PLATFORM (HUB S-I-F)**

### **1. Access to the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F)**

AIF SERVICES - HUB SOLUTIONS INDUSTRIE DU FUTUR endeavours to provide access to the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F) 24 hours a day, 7 days a week, except in cases of force majeure and subject to any breakdowns and maintenance operations necessary for the proper functioning of the site and services.

Consequently, AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR cannot guarantee the availability of the site and/or services, the reliability of transmissions and performance in terms of response time or quality.

The publisher cannot be held responsible for the impossibility of accessing this site and/or using the services.

Furthermore, AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR may interrupt the site or part of the services at any time without prior notice and without the right to compensation. The user acknowledges and accepts that AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR is not responsible for any interruptions, and for the consequences that may result for the user or any third party.

### **2. Hyperlinks**

The SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F) provides access to third-party sites, through hyperlinks or the integration of partner content.

Although the choice of links to external Internet sites has been made with care and vigilance, the company AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR cannot be held responsible for the availability of these external Internet sites.

AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR cannot be held responsible for the content, advertising, products, services or any other material originating from these external websites or available on or from these external websites.

AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR cannot be held responsible for the actions or possible omissions of its partners.

We invite the members of the SOLUTIONS INDUSTRIE DU FUTUR platform (HUB S-I-F) to take note, if necessary, of the charter of reception of these Internet sites during your first visit.

### **3. Cookies**





In order to adapt the platform SOLUTIONS INDUSTRIE DU FUTUR (HUB S-I-F) to the demands of its visitors, the company AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR measures the number of visits, the number of pages viewed as well as the activity of visitors on the site and their frequency of return. To this end, AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR uses Google Analytics statistical tools which generate a cookie with a unique identifier.

The data collected is kept by AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR for three years and is not transferred to third parties or used for other purposes.

You can also authorise or refuse the recording of cookies in your terminal by configuring your browser to this end. If the user's browser is configured to refuse them, access to the SOLUTIONS INDUSTRIE DU FUTUR (HUB S-I-F) platform service may be altered or even unavailable. AIF SERVICES - HUB SOLUTIONS INDUSTRIE DU FUTUR recommends that you regularly delete cookies from your browser's cache.

#### **4. Modification of the conditions of use**

AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR reserves the right to modify, at any time and without prior notice, the present conditions of use in order to adapt them to the evolution of the platform and/or its operation.

#### **5. Applicable law**

The SOLUTIONS INDUSTRIE DU FUTUR (HUB S-I-F) platform and the terms and conditions of its use are governed by French law, regardless of the place of use.

In the event of a dispute, and after all attempts to find an amicable solution have failed, the French courts shall have sole jurisdiction to hear the dispute.

For any question relating to the present conditions of use of the site, you can write to us at the following address SAS AIF SERVICES - HUB SOLUTIONS INDUSTRIE du FUTUR - 17 rue de l'Amiral Hamelin - 75016 Paris or at [inscription@industrie-dufutur.org](mailto:inscription@industrie-dufutur.org).