Welcome to the GRAITEC Loyalty Program

Membership in the GRAITEC INNOVATION Loyalty Program, as well as its affiliated subsidiaries, is free of charge and does not obligate the Program Beneficiary, as defined below. Joining the program implies unconditional acceptance of the terms outlined below:

1. Membership in the Loyalty Program is automatically granted to any legal entity represented by one or more of its employees registered on GRAITEC Advantage, a) having subscribed to a commercial offer from GRAITEC, and b) being up to date on the payment of GRAITEC invoices.
2. The Loyalty Program involves GRAITEC automatically awarding a specific number of "Loyalty Points" to the Program Beneficiary. These points are calculated based on the pre-tax value of orders placed directly with GRAITEC. The Loyalty Points are then recorded in a Loyalty account for the beneficiary's use
3. The Loyalty Points earned by the Program Beneficiary under the GRAITEC Loyalty Program can be converted into benefits across all GRAITEC software, training, and consulting services, available on the relevant GRAITEC site or upon request from GRAITEC's sales department (for example, discounted training courses, reductions on GRAITEC products, etc.). These terms may be modified by GRAITEC at any time. Apart from this conversion, the Loyalty Points have no cash value and cannot be monetized or exchanged.
4. The Program Beneficiary can at any time check the number of Loyalty Points they have on their Loyalty account by logging into their customer area at https://advantage.graitec.com by no later than September 16, 2024, and use them in accordance with these terms.
5. The Client commits to immediately notifying GRAITEC if they notice any fraudulent use of the GRAITEC Loyalty Program of which they are the beneficiary. The validity period of the Points is two calendar years from the end of the year in which the points were awarded to the Program Beneficiary. The points expire on December 31 of the corresponding year. Their benefits are not extendable beyond this duration. The Program Beneficiary is the person registered as such on the GRAITEC Advantage portal. The Program Beneficiary determines the use of the Loyalty Points they have.

The Program Beneficiary acknowledges:

- that the Loyalty Points awarded to them are exclusively for the benefit of the Company that placed the order with GRAITEC (the "Client") and are strictly non-transferable and non-assignable (except with special permission from GRAITEC).
- that GRAITEC is exempt from any liability for all consequences, direct or indirect, of any possible malfunctions of the GRAITEC Loyalty Program, including fraudulent use of the Loyalty account.
- that GRAITEC may at any time decide to suspend, discontinue, or modify the GRAITEC Loyalty Program. The Program Beneficiary may at any time, at their discretion, withdraw from this Loyalty Program by simply notifying their decision to GRAITEC at the email address: loyalty@graitec.com. The benefit of the Loyalty Points they have acquired is maintained for the duration indicated in Part 5. Any dispute related to this Loyalty Program is subject to i) for any Client based in Europe: French law and the exclusive jurisdiction of the courts of Paris, ii) for any Client based in the United States: the law of Delaware and the jurisdiction of this State, and iii) for any Client based in Canada: Canadian law and the courts of the Province of Quebec. Personal Data: In order to allow the Program Beneficiary to benefit from this Loyalty Program, maintain it, and evolve it, GRAITEC, based on its legitimate interest (its supplier-client relationship with the Program Beneficiary) collects and uses personal data: the first name, last name, and email address that the Program Beneficiary provides. GRAITEC stores, processes, and transfers these data under the conditions of the GRAITEC Privacy Policy, which the Program Beneficiary may consult here. The Program Beneficiary may at any time, by writing to dpo@graitec.com:
- Beneficiaries can withdraw their consent to the processing of their personal data at any time.
- Beneficiaries can request that GRAITEC verify whether their personal data are being processed. If they are, GRAITEC should provide details about the processing activities, enabling beneficiaries to access and obtain a copy of their data.
- Beneficiaries can ask GRAITEC to correct or complete their personal data if they find them inaccurate or incomplete.
- Beneficiaries can request that GRAITEC erase their personal data or limit the processing of their data.
- Beneficiaries can ask GRAITEC to provide their personal data in a structured, commonly used, and machine-readable format. They may also request that these data be directly transferred to a different data controller other than GRAITEC.
- Beneficiaries can specify directions (either general or specific) regarding the handling of their personal data after their death.
- If data processing is based on GRAITEC's legitimate interest in managing client relationships, beneficiaries have the right to object. GRAITEC must then stop processing the data unless it can demonstrate compelling legitimate reasons that supersede the rights and freedoms of the individual, or if it's necessary for legal claims.
- Beneficiaries can object to the processing of their personal data for direct marketing purposes.

- Personal data is retained for the duration of the beneficiary's participation in the loyalty program and as long as legally required or permitted.
- Beneficiaries have the right to lodge a complaint with the relevant authority regarding the processing of their personal data. In France, this authority is the National Commission on Informatics and Liberty (CNIL), accessible at www.cnil.fr.

The GRAITEC Loyalty Program is developed and managed by GRAITEC INNOVATION SAS, a simplified joint-stock company headquartered at 20 rue de Provence, 75009 PARIS, FRANCE. The company oversees the program both for itself and for its subsidiaries.