



PAIR WORK SAS TERMS OF SERVICES FOR IRMA WEBSITE

This document lays down the general terms (the “Terms of Services”) under which Pair Work SAS, a company having its registered office at Toulon, France, registered in the Registre du Commerce et des sociétés de Toulon with number 823037346, (“Pair Work SAS” or “we”, “our”, “us”), provides its services (the “Services”) to any individual, company, institution or other entity that accesses the IRMA website (the “User” or “you”, “your”), available at <https://www.irma-tactical.com> (the “Website”, “IRMA web app”, “IRMA”).

The current version of Terms of Services and Privacy Policy can be found on the Website.

IRMA web app is a software designed and developed by Pair Work SAS.

To the extent you provide any personally identifiable information to access the Services or while using the Website, Pair Work SAS usage of such information is also governed by the [Privacy Policy](#).

1. Free trials and paid services

Services may be provided free of charge for trials for a predetermined period (“Free Trial”).

Paid services may be provided through the same website.

Unless otherwise directed, Terms of Services and Privacy Policy apply to both.

We reserve the right to determine your eligibility for a Free Trial without justification nor liability.

2. Registering

Only persons/entities who have registered with Pair Work SAS concerning the use of IRMA web app, which has neither been cancelled, expired nor terminated in any other way, are entitled to log In (“Registered Users”).

You represent that any registration information that you provide to Pair Work SAS is true, accurate, and complete, and you agree to keep it updated with Pair Work SAS as such at all times.

By registering with us, using any of our Services or accessing any data or visual content or material that is made available through the Services (the “Content”), you will be deemed to have read, understood and accepted these Terms of Services and the Privacy Policy and thereby agreed to enter into a binding agreement with Pair Work SAS.

If you do not agree or cannot comply with the Terms of Services and the Privacy Policy, then you may not use the Services or access any of the Content.

We further reserve the right, at our sole discretion and without any justification nor liability, to immediately restrict or completely deny you the use of the Services by means of deactivating the account of a Registered User, or by other means, in the following cases:



- you violate the Terms of Services (in particular §7 Prohibited activities) or the Privacy Policy or applicable law;
- we are obliged to do so for legal reasons; or
- we are obliged to do so on request of governmental authorities.

Apart from these cases, and for Free Trial Registered Users only, restriction or end of Services may occur at any time, at our sole discretion and without any justification.

You may stop using the Services at any time.

3. No granting of rights of use

No rights of use other than those associated with IRMA web app are granted to Registered Users. In particular, but not conclusively, no rights of use are granted to patents, know-how, software or other intellectual property of Pair Work SAS.

4. Services and Content

Through IRMA, Pair Work SAS provides services regarding infrared visibility forecast.

You acknowledge that the Content displayed is exclusively based on the data supplied to us by our Suppliers (the "Supplied Content"). The nature of our Services is to process Supplied Content through in-house algorithms in order to generate original Content and to display it. Part of the Supplied Content might be displayed as additional optional layers.

With respect to this and the fact that Pair Work SAS has limited control over the Supplied Content, we accept no responsibility whatsoever for such Supplied Content, especially in terms of its correctness and accuracy.

You understand and agree that we will exert reasonable efforts to maintain, support, upgrade, or update any Service. Pair Work SAS and our suppliers may, from time to time, remove any Content without notice, or partially or entirely discontinue the Service. We may make changes to the Services, such as improving the existing functions or features or adding new functions or features to the Services, implementing advancements in the science and technology used in the Services, and making reasonable technical adjustments to the Services, in order to ensure the operability and security of the Services.

Free Trial does not include any technical or user support of the Services.

5. Use of the Service and Content visualization by users and media publishers

The provisions of this Section stipulate the terms under which the Users and third parties, whether as private persons or media publishers, may use any pictures, animations, screenshots, video captures or any other form of visual images used in the Services or Content (collectively, the "Visualizations") in their films, TV shows or other video productions, documentaries, webpages, blog posts, projects or any other media or intellectual work, whether commercial or non-commercial (collectively, the "Media"), and the further distribution, sale, licensing, marketing, advertising or promotion of such Media (collectively, the "Permitted Use"). For the purpose of this Section, third parties intending to use or using the Visualizations shall be deemed to be Users.



Subject to the terms set out herein, we hereby grant you permission (the right) to use the Visualizations for the Permitted Use (the “Permission to Use Visualizations”). The Permission to Use Visualizations is granted as a worldwide, non-exclusive and royalty-free right.

We reserve the right, at any time and without any compensation, to revoke the Permission to Use Visualizations granted to you, or to change the terms under which the Visualizations may be used. We may also offer the Visualizations under separate terms or stop distributing the Visualizations at any time. If we revoke a Permission to Use Visualizations granted to you or change or cancel these Terms of Services, such revocation, change or cancellation will not affect the Permission to Use Visualizations already granted to you prior to such revocation, change or cancellation to the extent to which you have incorporated the Visualizations in your Media if you cannot be reasonably required to remove the Visualizations from such Media (e.g. Visualizations incorporated into a film, TV show, or other video production, etc.).

Common Conditions of Use :

Your exercise of the Permission to Use Visualizations is expressly allowed subject to the following conditions:

- **Attribution.** You must make sure that all of the Visualizations used in your Media include the source (preferably) in the form of Pair Work SAS logo or the following description: ‘Source: irma-tactical.com’, and, where possible (e.g. when used on your website), include a hyperlink to IRMA Website. Pair Work SAS logo :



- **Fair Use.** You may use the Visualizations in your Media as long as you do it fairly and not contrary to our interests in the development and promotion of our Services.
- **No Modification.** You are not allowed to modify the Visualizations other than as the IRMA features allow you to do, but you may make necessary adjustments (such as scaling) required for their use in your Media. It is possible to use screenshots, video and animated GIFs for both personal and commercial purposes. The appearance of these original Visualizations may not be changed in a considerable manner.

6. Prohibited activities

The following activities are considered a misuse of the Services and material breach of the Terms of Services or Privacy Policy and may lead to the termination of the provision of the Services:

- “web scraping” the Services or otherwise using any automated means to view, access, or collect information from the Services;
- reverse engineering, copying, decompiling or disassembling the Services or any portion thereof;



- using mechanisms or software that may disrupt or interfere with the Services, or undertaking measures that may cause the Website or other components of our Services or our infrastructure to become overloaded or otherwise impaired;
- tampering with, breaching, or attempting to probe, scan, or test for vulnerabilities in the Services or our computer systems, network, usage rules, or any of our security components, authentication measures or any other protection measures applicable to the Services, the Content or any part thereof;
- providing your login credentials to the Services to any other person or using any other person's username and password;
- pass on IRMA login credentials to the Services to third parties neither use any other person/entity's username and password;
- redistribute or transfer service or content;
- selling, renting, sublicensing, or leasing any part of the Services or the Content;
- using the Services with the goal of financial gain without prior written consent of Pair Work SAS (in cases permission is granted, Pair Work SAS may negotiate an appropriate license fee);
- breaching the condition of use of Visualizations;
- using a company, business or product name, logo, or other trademark-protected materials in a manner that may mislead or confuse others with regard to its brand or business affiliation.

7. Warranty disclaimer

You understand and agree that the Free Trial Services are provided on "as is" and "as available" basis, with no warranty as to the accuracy, completeness, uninterrupted provision of the Services, or any other warranty of any kind. We do not make any guarantee whatsoever with regard to the functionality, availability, or quality of the Services, and do not assume any responsibility for the accuracy, completeness, or quality of the information provided through the Services and Content, nor are we responsible for ensuring that the information provided through the Services is up to date. No advice or information, whether oral or in writing, obtained by you from Pair Work SAS shall create any warranty on behalf of Pair Work SAS.

8. Exemption from liability and indemnification

In no event will Pair Work SAS be liable or obliged to compensate you or any third party for any losses, expenses, or damage, including loss of profit, whether monetary or non-monetary, caused in particular, however, not exclusively, by the use of the Services and their Content by all means of use.

You agree that your sole and exclusive remedy for any problems or dissatisfaction with the Services is to stop using the Services.

9. Term and termination

The Terms of services and Privacy Policy will continue to apply to you until terminated by either you or Pair Work SAS and sections "No granting of rights of use", "Use of the Service and Content visualization by users and media publishers" "Prohibited activities", "Warranty Disclaimer", "Exemption from Liability and indemnification", "Term and Termination", "Final Provisions", shall survive any termination.



10. Communications

Any questions concerning the Services, Terms of Services and Privacy Policy can be asked by email at : contact@pair-work.com.

11. Final Provision

Entire agreement: Other than as stated in this Section or as explicitly agreed upon in writing between you and Pair Work SAS, the Terms of Services and Privacy Policy constitute all of the terms and conditions agreed upon between you and Pair Work SAS and supersede any prior agreements in relation to the subject matter.

This is without prejudice to any separate agreements, which may be concluded between you and Pair Work SAS in relation to certain Services, such as Paid Services, for example.

Severability: Unless as otherwise stated, should any provision be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions, and the application of that provision shall be enforced to the extent permitted by law. Yet, as possible, the invalid provision must be replaced by a provision the purpose of which approximates as closely as is legally possible that of the invalid provision but is valid and enforceable.

No waiver: Any failure by Pair Work SAS to enforce the Terms of Services or Privacy Policy or any provision thereof shall not waive Pair Work SAS's right to do so.

Assignment: Pair Work SAS may assign the Terms of Services and Privacy Policy and any of its rights under the Terms of Services and Privacy Policy, in whole or in part, and Pair Work SAS may transfer any of its obligations under the Terms of Services and Privacy Policy. You may not assign the Terms of Services and Privacy Policy, in whole or in part, nor transfer or sub-license your rights under the Terms of Services and Privacy Policy, to any third party.

Third party rights: Except where provided otherwise, the Terms of Services and Privacy Policy are not intended to grant rights to anyone except you and Pair Work SAS and in no event shall the Terms of Services and Privacy Policy create any third-party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Terms of Services and Privacy Policy are not subject to the consent of any other person.

Governing law, dispute resolution: Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction from which the parties may not derogate, the Terms of Services and Privacy Policy (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of France, without regard to conflicts of law principles.

Further, you and Pair Work SAS agree to the exclusive jurisdiction of the territorially competent courts of France to resolve any dispute, claim, or controversy that may arise in connection with the Terms of Services and Privacy Policy (and any non-contractual disputes/claims arising out of or in connection with them) in accordance with the legislation of France.

Changes to the Terms of Services and Privacy Policy, Termination of Services: Pair Work SAS reserves the right to reasonably change the content of the Services on the basis of the developments on the



market and requirements to offer and provide a complex and competitive Services or due to changes in Pair Work SAS's operational, organisational or commercial procedures. Accordingly, we also reserve the right to reasonably modify these Terms of services or any Additional Terms, in particular as a result of changes in legal regulations, technical changes in the Services or changes in Pair Work SAS's operational, organisational or commercial procedures and/or changes in the Services as mentioned above. Such modifications will come into effect as soon as they have been published on the Website. Pair Work SAS will notify the Users of the change by appropriate means, corresponding to the nature of the Service in question, however, it is the responsibility of the Users to check these Terms of Services and any applicable Additional Terms periodically for changes. Your continued use of the Services following the posting of such changes will constitute your acceptance of the changes. If you do not wish to continue using the Services under the new version of the Terms of Services and Privacy Policy, you may terminate the use by yourself.

For Free Trials, we reserve the right to terminate the Services or any part thereof at any time, without prior notice, and without any compensation to the Users.

12. Effectiveness

These Terms of Services enter into force and effect on 3 September 2025.