

Document reference: G-01 | Region: Global | Version: [TBD] | Effective date: [TBD]

WORKING DRAFT - PUBLICATION CONTROL: This document is drafted for the RedTree launch. Do not publish until the Global Compliance Matrix confirms the related launch implementation. Any text marked 'TBD BEFORE PUBLICATION' must be resolved and removed before release.

1. Scope

These Terms of Use and Software Licence govern access to and use of the RedTree application, website, web interfaces and related services operated by SIMG SASU. Paid services are also governed by the Subscription Terms and any applicable regional addendum.

2. Operator and eligibility

RedTree is operated by SIMG SASU, 37 avenue du Roule, . . Contact: contact@thesimg.com | +33 (0)1 59 58 01 53.

RedTree is intended only for persons aged 18 or over. By creating an account or using an account-based feature, the user confirms that this requirement is met.

3. Accounts and access

Some RedTree functions operate locally; others require a RedTree account, Internet access or an enabled feature. Authentication currently supports email/password and Google Sign-In. Users must provide accurate account information and take reasonable steps to protect their credentials.

4. RedTree functionality

Depending on the features available and enabled, RedTree may allow users to capture, import, record, organise, search, annotate, store, synchronise, analyse and otherwise work with their own files, notes, media, metadata and other content. Some functions use external technical services, including cloud storage, speech recognition and artificial intelligence, as described in the Privacy Policy and the AI, Voice, Storage, Sync & Permissions Notice.

5. Software licence

Subject to these Terms, SIMG grants the user a personal, limited, non-exclusive, non-transferable and non-sublicensable licence to use RedTree for lawful personal or professional purposes. No ownership of RedTree software or intellectual property is transferred.

- Do not sell, rent, sublicense or redistribute RedTree except where mandatory law allows it.
- Do not bypass access controls, feature entitlements, security measures or subscription controls.
- Do not reverse engineer or extract source code except to the limited extent expressly permitted by mandatory law.
- Do not use RedTree to create an unlawful copy or substitute service based on protected RedTree elements.

6. User content

Users retain their rights in the files, notes, photographs, recordings, messages and other content they place in or process through RedTree. Use of RedTree does not transfer ownership of that content to SIMG.

The user grants SIMG only the technical rights reasonably necessary to host, transmit, back up, synchronise, transform or process the content to provide the features selected by the user. RedTree does not use user content for advertising, sale of personal data or unrelated commercial exploitation.

7. Content concerning third parties

Users are responsible for having the rights and permissions necessary to collect, record, store or process information concerning other people. A technical feature does not authorise conduct that would breach privacy, communications, intellectual-property or other applicable law.

8. AI and automated assistance

RedTree may provide AI-assisted search, organisation, summarisation, analysis and related functions. To perform a requested task, relevant user context may be processed by an external AI provider. AI results may contain errors or omissions and should be checked where accuracy matters. RedTree AI is an assistance tool and is not a substitute for qualified professional advice.

9. Storage, sync and third-party services

RedTree may store data locally, use Firebase services, and allow optional user-initiated Google Drive backup. Third-party services are also governed by their own terms and may be unavailable for reasons outside SIMG's control. OneDrive and Dropbox are not integrated at launch unless the Global Compliance Matrix is later updated.

10. Acceptable use and security

The Acceptable Use Policy forms part of these Terms. SIMG may reasonably restrict or suspend access where necessary to protect the service or users, stop manifestly unlawful or abusive use, or comply with law. Where circumstances permit, SIMG will inform the user of the measure.

11. Changes and availability

RedTree may evolve to improve security, compatibility or functionality. Temporary interruptions may occur for maintenance, updates, incidents or external causes. Mandatory consumer rights remain unaffected.

12. Cancellation, downgrade and data

Cancellation of a paid subscription, downgrade or feature deactivation does not itself delete the user's account or data. Retention, recovery, export and deletion are governed by the Retention & Deletion Policy.

13. Liability

SIMG provides RedTree with reasonable care and skill. To the extent permitted by law, SIMG is not responsible for loss caused solely by unlawful or contrary-to-instruction use, content or instructions supplied by the user, an independent third-party service, or events reasonably outside SIMG's control. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

14. Intellectual property

RedTree software, architecture, interfaces, branding, documentation, graphics and other proprietary materials are protected by applicable intellectual-property laws. The Intellectual Property Notice provides additional information.

15. Governing law and mandatory rights

These Terms are governed by French law. If the user is a consumer resident elsewhere, this choice does not deprive the user of mandatory protections that apply under the law of the user's country of residence. Regional notices and addenda prevail where they provide mandatory local rights.

16. Contact and versions

Questions may be sent to contact@thesimg.com | +33 (0)1 59 58 01 53. SIMG may update these Terms prospectively. The current version and effective date are listed in the RedTree Document Version Register.

Purchasing

Subscriptions are taken out and paid for on the RedTree website. No subscription is purchased inside the mobile application. Payment is processed through Stripe; the Subscription Terms set out the available payment methods.