

TERMS AND CONDITIONS OF USE AND SALE (ToU / ToS)

THE CROSS PRODUCT SAS

Last updated: May 27, 2025

1. Legal Information

Publisher: The Cross Product SAS

Address: 12 rue du Port Valvins, 77210 Avon, France

Email: contact@thecrossproduct.com

SIREN: 895253276

These Terms and Conditions govern:

the use of this Application, and any other related Agreement or legal relationship with the Owner in a legally binding manner.

Capitalized words are defined in the relevant sections of this document.

2. Definitions

- **Application / Service**: refers to the website thecrossproduct.com, as well as the software, APIs, interfaces, content, documents, SaaS services, or any other product operated by The Cross Product.
- **User**: any professional, company, or legal entity accessing the Service.
- **Account**: a secure personal area accessible after registration.
- **Content**: refers to any text, image, file, data, document, API Key, or element published or transmitted via the Service.

3. Purpose

These Terms govern the access, registration, navigation, purchase, and use of all software services offered by The Cross Product, including 3D LiDAR data processing software.

The User must read this document carefully. Nothing in these Terms creates an employment, agency, or partnership relationship between the involved parties.

The following entity provides this Application:

The Cross Product

12 rue du Port Valvins, 77210 Avon, France

Owner's contact email: contact@thecrossproduct.com

Information about this Application

The Cross Product offers software for managing linear infrastructures (railways, power lines, highways, underground pipeline networks, etc.) capable of performing inspections, inventories, reverse engineering calculations, and domain-specific analyses. The combination of 3D LiDAR with AI enables large-scale processing that is automatic, fast, and precise. Our SaaS solutions are designed for network managers, surveyors, and engineering firms.

“This Application” refers to:

- this website, including its subdomains and any other website through which the Owner makes the Service available;
- mobile, tablet, and other smart device applications;
- Application Programming Interfaces (APIs);
- the Service itself;
- any applications, sample files and content, source code, scripts, instruction sets, or software included as part of the Service, as well as all related documentation.

Key Information Users Should Know at a Glance

This Service/Application is intended only for Users who do not qualify as Consumers, such as Business Users.

The right of withdrawal for this Application applies to all Users, including those who do not qualify as Consumers.

TERMS OF USE

Unless otherwise specified, the usage terms detailed in this section apply generally during the use of this Application/Software.

Unique or additional terms may apply to specific contexts and will be stated within this document.

By using this Application/Software, Users agree to comply with the following conditions:

- Users may not qualify as Consumers;
- Users are not located in a country that is subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country;
- Users are not listed on any U.S. Government list of prohibited or restricted parties.

Account Creation

To use the Service/Application/Software, Users must register or create a User account by providing all required data and information fully and truthfully.

Failure to do so will result in the Service being unavailable.

Users are required to keep their login credentials confidential and secure. Therefore, Users must choose passwords that comply with the highest strength standards permitted by this Application/Software.

By registering, Users acknowledge full responsibility for all activities occurring under their usernames and passwords. Users are required to inform the Owner immediately and unequivocally, using the contact details provided in this document, if they believe their personal information, including User accounts, access credentials, or personal data, has been compromised, improperly disclosed, or stolen.

Account Termination

Users may close their account and stop using the Service/Application/Software at any time by:

- Contacting the Owner directly via the contact details provided in this document.

Account Suspension and Deletion

The Owner reserves the right, at its sole discretion, to suspend or delete User accounts at any time and without notice if deemed inappropriate, unlawful, or in violation of these Terms and Conditions.

The suspension or deletion of a User account does not entitle the User to any claims for compensation, damages, or reimbursement.

Suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying applicable fees or charges.

Content on this Application/Software

Unless otherwise indicated or clearly identifiable, all content available on this

Application/Software belongs to or is provided by the Owner or its licensors.

The Owner strives to ensure that the content provided does not violate applicable laws or third-party rights. However, achieving this goal is not always possible.

In such cases, without prejudice to Users' legal rights, Users are encouraged to report complaints using the contact details provided in this document.

Rights to Content on this Application

The Owner owns and reserves all intellectual property rights for this content.

Therefore, Users may not use this content in any way that is not necessary or implied by the proper use of the Service.

In particular, but not limited to, Users may not copy, download, share (beyond the limits specified below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties, or create derivative works from the content available on this Application/Software, nor allow any third party to do so through them or their device, whether knowingly or not.

Where expressly stated, Users may download, copy, and/or share content for personal, non-commercial use only, provided that all copyright notices and attributions required by the Owner are correctly maintained.

Any applicable statutory limitations or exceptions to copyright remain unaffected.

User-Provided Content

The Owner allows Users to upload, share, or provide their own content on this Application.

By submitting content, Users confirm that they are legally authorized to do so and that no statutory provisions or third-party rights are being violated.

More information about what constitutes acceptable content can be found in the "Acceptable Use" section of these Terms.

Users acknowledge and agree that by providing their content on this Application/Software, they grant a non-exclusive, worldwide, fully paid-up, royalty-free, irrevocable, perpetual (or for the entire term of protection), sublicensable, and transferable license to use, access, store, reproduce, modify, distribute, publish, process into derivative works, retransmit, stream, transmit, or otherwise exploit such content for the provision and promotion of the Service through any media or method.

To the fullest extent permitted by applicable law, Users waive any moral rights in connection with the content they provide.

Users acknowledge and agree that any content they provide will be subject to the same conditions as outlined for other content on the Application/Software.

Responsibility for User-Provided Content

Users are solely responsible for the content they upload, publish, share, or present on this Application/Software.

Users acknowledge and accept that the Owner does not filter or moderate such content.

However, the Owner reserves the right to remove, delete, block, or rectify such content at its own discretion and without prior notice, including denying the User access to upload further content to the Application, in the following cases:

- Upon receiving a justified complaint regarding such content;

- Upon receiving a notice of intellectual property rights infringement;
- Under order from a public authority;
- When the Owner becomes aware that the content, though accessible via this Application, may pose a risk to Users, third parties, or the availability of the Service.

The removal, deletion, blocking, or correction of content shall not entitle the User who submitted or is responsible for it to any compensation, damages, or reimbursement.

Users agree to hold the Owner harmless from any claims or damages resulting from the content they provide to or through this Application.

Access to External Resources

Through this Application/Software, Users may access external resources provided by third parties.

Users acknowledge and accept that the Owner has no control over such resources and is not responsible for their content or availability.

Terms applicable to third-party resources, including any rights granted over content, result from those third parties' Terms and Conditions or, in their absence, from applicable statutory law.

Acceptable Use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable laws.

Users are solely responsible for ensuring that their use of this Application and/or Service does not violate any laws, regulations, or third-party rights.

The Owner reserves the right to take any appropriate action to protect its legitimate interests, including denying User access to this Application or Service, terminating contracts, and reporting any misconduct through this Application or Service to the relevant authorities—such as judicial or administrative authorities—if Users engage in or are suspected of engaging in:

- A violation of applicable laws or these Terms;
- Infringement of any third-party rights;
- A significant violation of the Owner's legitimate interests;
- Any offense to the Owner or a third party.

API Usage Terms

Users may access their data related to this Application/Software through the Application Programming Interface (API).

Any use of the API, including use via a third-party product/service that accesses this Application, is subject to these Terms, and in particular:

- The User expressly understands and agrees that the Owner shall not be liable for any damage or loss resulting from the use of the API or any third-party services/products accessing the data via the API.

Governing Law – Jurisdiction

These Terms of Use are governed by French law. In case of dispute, the parties agree to seek an amicable resolution. Failing that, the courts within the jurisdiction of Paris shall have exclusive competence.

GENERAL TERMS AND CONDITIONS OF SALE

Paid Products

Certain Products provided through this Application, constituting part of the Service, are subject to a fee.

The applicable fees, duration, and conditions for purchasing such Products are described below and in the relevant sections of this Application.

To purchase Products, the User must register or log into the Application.

Product Description

Prices, descriptions, and availability of Products are provided in the relevant parts of this Application and are subject to change without notice.

Although Products on this Application are presented with the highest technical accuracy, any representation made on this Application by any means (including, where applicable, graphic elements, images, colors, and sounds) is for informational purposes only and does not constitute a guarantee regarding the characteristics of the purchased Product.

The characteristics of the chosen Product will be described during the purchase process.

Purchase Procedure

Every step from Product selection to order placement is part of the purchase process.

The purchase process includes the following steps:

Users must select the desired Product and verify their purchase selection. After reviewing the information presented in the purchase selection, Users can place an order by submitting it.

Order Placement

When the User places an order, the following applies:

Placing an order constitutes the conclusion of a contract and, therefore, creates the obligation for the User to pay the stated price, taxes, and any applicable fees or expenses indicated on the order page.

If the purchased Product requires active participation from the User—such as providing information, personal data, preferences, or requests—submitting the order creates the obligation for the User to cooperate accordingly.

Upon order submission, Users may receive a receipt confirming that the order has been received.

All notifications related to the purchase process will be sent to the email address provided by the User for that purpose.

Prices

During the purchase process and before submitting the order, Users will be informed of all applicable fees and prices (including, where applicable, delivery charges).

Prices are displayed on this Application either exclusive or inclusive of applicable fees, taxes, and charges, depending on the User's location.

Payment Methods

Information regarding accepted payment methods is made available during the purchase process.

Certain payment methods may only be accessible under specific conditions or additional

charges. In such cases, related information can be found in the dedicated section of this Application.

The payment methods indicated as such are handled directly by the Owner. In this case, the Owner will collect and store the data necessary for processing payments and to fulfill any resulting legal obligations. Users may refer to the Privacy Policy of this Application for more information on data processing and their rights.

Other payment methods—if any—are offered independently by third-party services. In such cases, this Application does not collect any payment information, such as credit card details, but only receives a notification from the third-party provider once the payment has been successfully completed.

If payment through the available methods fails, the Owner shall have no obligation to fulfill the purchase order. Any costs or fees resulting from failed or declined payments will be borne by the User.

Retention of Ownership of the Product

Until the full purchase price has been received by the Owner, no ordered Product shall become the property of the User.

Retention of Usage Rights

Users do not acquire usage rights over the purchased Product until the Owner has received full payment.

Delivery

Delivery of Digital Content

Unless otherwise stated, digital content purchased through this Application is delivered by downloading it to the User's chosen device.

Users acknowledge and agree that, in order to download and/or use the Product, their device(s) and respective software (including operating systems) must be legal, commonly used, up-to-date, and compatible with standard market requirements.

Users acknowledge and agree that the ability to download the purchased Product may be limited in terms of time and location.

Performance of Services

The purchased service will be fulfilled or made accessible within the timeframe specified on this Application or as communicated prior to order submission.

User Rights

Right of Withdrawal

Unless exceptions apply, Users shall be entitled to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the conditions of withdrawal in this section.

Who the Right of Withdrawal Applies To

The right of withdrawal applies to European Consumers in the case of distance contracts (since the User is unable to see or try the Products before concluding the contract).

Withdrawal from the contract terminates the obligation of the contracting parties to perform the contract.

On this Application, the right of withdrawal applies to all Users.

Unless one of the above exceptions applies, Users have the right to withdraw from the contract within the applicable period, for any reason and without justification.

Exercising the Right of Withdrawal

To exercise their right of withdrawal, Users must send an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use a withdrawal form available in the “definitions” section of this document. However, Users are free to express their intent to withdraw in any other suitable and unequivocal manner.

To meet the withdrawal deadline, Users must send the notice of withdrawal before the withdrawal period has expired.

When Does the Withdrawal Period Expire?

For the purchase of a service, the withdrawal period expires 14 days from the day after the conclusion of the contract, unless the User has waived the right.

In the case of purchasing digital content not supplied on a tangible medium, the withdrawal period expires 14 days from the day after the conclusion of the contract, unless the User has waived their right of withdrawal.

Effects of Withdrawal

Users who properly withdraw from a contract will be reimbursed by the Owner for all payments made, including, if applicable, those covering delivery.

However, any additional cost resulting from the choice of a delivery method other than the least expensive standard delivery offered by the Owner will not be reimbursed.

Such reimbursement will be made without undue delay and, in any case, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw.

Unless otherwise agreed with the User, refunds will be made using the same payment method used for the initial transaction. In all cases, the User will not incur any fees as a result of such reimbursement.

... Regarding the Purchase of Services

If the User exercises the right of withdrawal after requesting that the service be provided before the end of the withdrawal period, the User shall pay the Owner an amount proportional to the portion of the service provided.

This payment shall be calculated based on the economic value of the service and in proportion to the part of the service provided up to the moment of withdrawal, compared to the full coverage of the contract.

Liability and Indemnification – EU Users

Indemnification

The User agrees to indemnify and hold harmless the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, and employees from and against any claim or

demand – including but not limited to legal costs and attorneys' fees – made by any third party due to or arising out of:

- any culpable use of the Service,
- violation of these Terms,
- infringement of any third-party rights or statutory provisions by the User or any of their affiliates, officers, directors, agents, co-branders, partners, and employees, to the extent permitted by applicable law.

Limitation of Liability for User Activity on This Application

Unless explicitly stated otherwise, and without prejudice to statutory product liability provisions, Users shall not be entitled to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health, or physical integrity; damages resulting from breach of an essential contractual obligation (obligation strictly necessary to achieve the purpose of the contract); or damages caused intentionally or by gross negligence, provided the Application was used properly by the User.

Unless damages are caused intentionally or by gross negligence, or affect life, health, or physical integrity, the Owner is only liable for typical and foreseeable damages at the time the contract was concluded.

In cases where the Owner's liability is established, the compensation shall not exceed the total payments received, to be received, or due to be received by the Owner from the User under the contract within a 12-month period, or during the entire duration of the Agreement, if shorter.

Australian Users

Limitation of Liability

Nothing in these Terms shall exclude, restrict, or modify any guarantee, condition, right, or remedy which the User may have under the *Competition and Consumer Act 2010 (Cth)* or any similar legislation of a state or territory, and which cannot be excluded, restricted, or modified (non-excludable rights).

To the extent permitted by law, our liability to the User, including liability for breach of a non-excludable right and non-excludable conditions set forth in these Terms, is limited, at the Owner's discretion, to either resupplying the services or paying the cost of having those services supplied again.

United States Users

Disclaimer of Warranties

This Application is provided strictly "as is" and "as available". Use of the Service is at the User's sole risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties—whether express, implied, statutory, or otherwise—including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement.

No advice or information, whether oral or written, obtained by the User from the Owner or through the Service shall create any warranty not expressly stated in these Terms.

The Owner, its subsidiaries, affiliates, licensors, directors, officers, agents, co-branders, partners, suppliers, and employees do not warrant that:

- the content is accurate, reliable, or correct;
- the Service will meet the Users' requirements;
- the Service will be available at any particular time or location, uninterrupted or secure;
- any defects or errors will be corrected;
- or the Service is free of viruses or other harmful components.

Any content downloaded or otherwise obtained through the use of the Service is downloaded at the Users' own risk. Users are solely responsible for any damage to their computer system or mobile device or loss of data that results from such download or use of the Service.

The Owner does not endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service. The Owner shall not be a party to, or monitor, any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or may not function properly with the User's web browser, mobile device, or operating system. The Owner shall not be liable for any perceived or actual damages arising from content, operation, or use of the Service.

Federal law, some states, and other jurisdictions do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to some Users. This Agreement grants specific legal rights to Users, who may also have other rights that vary from state to state. The disclaimers and exclusions in this Agreement shall not apply to the extent prohibited by applicable law.

Limitation of Liability

To the fullest extent permitted by applicable law, the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees shall not be liable for:

- any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or relating to the use or inability to use the Service;
- any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Service or User account or the information contained therein;
- errors, mistakes, or inaccuracies of content;
- personal injury or property damage of any nature resulting from User access to or use of the Service;
- unauthorized access to or use of the Owner's secure servers and/or any personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service;
- or the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses, or costs exceeding the amount paid by the User to the Owner under this Agreement in the previous 12 months or during the term of this Agreement, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction, whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis—even if the Owner has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to some Users. These Terms grant Users specific legal rights, and Users may also have other rights that vary by jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify, and hold harmless the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees from

and against any claim, demand, damage, obligation, loss, liability, cost or debt and expense, including, but not limited to, legal fees and costs, arising from:

- the User's use of and access to the Service, including any data or content transmitted or received by the User;
- the User's violation of these Terms, including, but not limited to, the breach of any representations or warranties set forth in these Terms;
- the User's infringement of any third-party rights, including, but not limited to, any right of privacy or intellectual property;
- the User's violation of any law, rule, or regulation;
- any content sent from the User's account, including access by third parties using the User's unique username, password, or other security measure, as applicable—including, but not limited to, misleading, false, or inaccurate information;
- any willful misconduct by the User; or
- any violation of applicable legal provisions by the User or their affiliates, directors, officers, representatives, co-branding partners, partners, suppliers, and employees, to the extent permitted by applicable law."

General Provisions

No Waiver Clause

The failure of the Owner to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver shall be deemed a further or continuing waiver of that or any other term.

Service Interruption

In order to ensure the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance, updates, or other changes, with appropriate notice to the Users.

Within the limits of the law, the Owner may also decide to suspend or terminate the Service entirely. If the Service is terminated, the Owner will cooperate with Users to enable them to retrieve Personal Data or information in accordance with applicable law.

Additionally, the Service may be unavailable due to reasons beyond the Owner's reasonable control, such as "force majeure" (e.g., labor actions, infrastructure failures, power outages, etc.).

Resale of Service

Users may not reproduce, duplicate, copy, sell, resell, or exploit any portion of this Application and its Services without the express prior permission of the Owner, either directly or through a legitimate resale program.

Privacy Policy

To learn more about the use of their personal data, Users should refer to the privacy policy of this Application, which is hereby incorporated into these Terms.

Intellectual Property Rights

Without prejudice to any more specific provision in these Terms, all intellectual property rights, such as:

- copyrights, trademarks, patents, and design rights related to this Application are the exclusive property of the Owner or its licensors and are protected by applicable laws or international treaties relating to intellectual property.

All trademarks—whether nominal or figurative—and all other marks, trade names, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are protected under applicable laws or international treaties concerning intellectual property.

Changes to These Terms

The Owner reserves the right to modify or otherwise amend these Terms at any time. In such cases, the Owner will properly inform the User of the changes.

Such changes will only affect the relationship moving forward.

Continued use of the Service will signify the User's acceptance of the revised Terms. If the User does not wish to be bound by the changes, they must stop using the Service. Refusal to accept the revised Terms will result in termination of the Agreement.

The previous applicable version will govern the relationship prior to the User's acceptance.

Users may request any previous version from the Owner.

Any change to these Terms must be communicated in writing no later than one month before it takes effect. If Consumers do not accept the modified Terms, they may terminate the Agreement without penalty and without entitlement to compensation, up to four months after the modified Terms come into force.

Assignment of Contract

The Owner reserves the right to transfer, assign, novate, or subcontract any or all rights or obligations under these Terms, taking into account the legitimate interests of the User.

Provisions regarding changes to these Terms shall apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way without the written authorization of the Owner.

Contact Information

All communications relating to the use of this Application/Software must be sent using the contact details specified in this document.

Severability

If any provision of these Terms is found to be invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

United States Users

Any invalid or unenforceable provision shall be interpreted, construed, and reformed to the extent reasonably required to make it valid, enforceable, and consistent with its original intent.

These Terms constitute the entire agreement between Users and the Owner with respect to the subject matter hereof and supersede all other communications, including, but not limited to, any prior agreements between the parties regarding the same subject.

These Terms shall be enforced to the fullest extent permitted by law.

EU Users

If any provision of these Terms is or is found to be null, invalid, or unenforceable, the parties shall endeavor to amicably find an agreement on valid and enforceable provisions to replace the invalid, void, or unenforceable parts.

If this is not possible, the null, invalid, or unenforceable provisions shall be replaced by the applicable statutory provisions, if permitted or provided for under applicable law.

Notwithstanding the foregoing, the nullity, invalidity, or unenforceability of a specific provision of these Terms shall not render the entire Agreement null, unless the severed provisions are essential to the Agreement, or are of such importance that the parties would not have entered into the contract had they known the provision was invalid, or if the remaining provisions would result in an unacceptable hardship to one of the parties.

Authoritative Version of These Terms

These Terms are drawn up and revised in English. Other language versions are provided for informational purposes only. In the event of discrepancies between different linguistic versions, the original English version shall prevail.

Governing Law

These Terms are governed by the law of the place where the Owner is based, as indicated in the relevant section of this document, without regard to conflict of law principles.

Exception for European Consumers

However, regardless of the foregoing, if the User is a European Consumer and their habitual place of residence is in a country where the law provides for higher consumer protection standards, those higher standards shall prevail.

Jurisdiction

The exclusive jurisdiction to resolve any dispute arising from or in connection with these Terms lies with the courts of the place where the Owner is based, as outlined in the relevant section of this document.

Exception for European Consumers

The above does not apply to Users who qualify as European Consumers, nor to Consumers based in Switzerland, Norway, or Iceland.

Dispute Resolution

Amicable Dispute Resolution

Users may bring any dispute to the Owner, who will attempt to resolve it amicably. While Users' rights to initiate legal proceedings shall always remain unaffected, in cases where:

any controversy arises concerning the use of this Application or the Service, Users are encouraged to contact the Owner using the contact details provided in this document.

The User may submit a complaint to the Owner by sending an email to the address indicated in this document, including a brief description of the issue and, if applicable, details regarding the order, purchase, or account concerned.

The Owner will handle the complaint without undue delay and within 30 days of receipt.

Online Dispute Resolution for Consumers

The European Commission has established an online platform for alternative dispute resolution that facilitates out-of-court solutions to disputes related to and arising from online sales and service contracts.

As a result, any European Consumer may use this platform to resolve any dispute arising from online contracts. The platform is accessible via the following link.

France: Mediation

Within one year of submitting a written complaint to the Owner regarding a dispute arising from these Terms, Consumers have the right to initiate a mediation procedure before any mediation body approved by the French Government.