

## Terms and conditions

# AGNOSTIC®

### 1. Company information

Agnostic is a simplified joint stock company registered with the Paris Trade and Companies Register under number 903 623 007 whose registered office is located at 6 rue d'Armaille, 75017 Paris (the "Company").

The Company can be contacted at the following:

- Email address: support@agnostic.engineering

### 2. Company's Services

The Company offers to its customers (the "Customers") services aiming at overcoming the complexities of accessing EVM-compatible blockchain data by extracting and leveraging data and decoding it (the "Services") via the platform accessible at <https://agnostic.dev> and/or its API (the "Platform").

Services can be provided as:

- Free but restricted Services (the "Freemium Services");
- Services adapted to the needs of the Customer (the "Custom Services").

### 3. Information regarding the Terms and Conditions

#### 3.1. Freemium Services

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| <b>Function of the Terms and Conditions</b> | The general terms and conditions of use (the "Terms and Conditions") constitute the sole document governing the Company's contractual relationship with the Customer and define: <ul style="list-style-type: none"><li>- the terms of use of the Services,</li><li>- the respective obligations of the parties.</li></ul> |
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| <b>Location of the Terms and Conditions</b>   | The Customer can find them via a direct link at the bottom of the Platform page.  |
| <b>Acceptance of the Terms and Conditions</b> | <p>The Customer accepts the Terms and Conditions by ticking a box on the registration form. If the Customer does not accept all Terms and Conditions, they cannot access the Services.</p> <p>The Terms and Conditions may be supplemented by special conditions which, in the event of contradiction, shall prevail over the Terms and Conditions.</p> |

### **3.2. Contractual documents for Custom Services**

The Customer may contact the Company to request a quotation (the “**Quotation**”) to benefit from Custom Services.

In such case, the Customer must accept the Quotation in writing (including by email) within 10 days of its issue. This acceptance implies acceptance of the Terms and Conditions in their version in force at the date of the Quotation.

In case of contradiction, the Quotation shall prevail over the Terms and Conditions. In case of contradiction, the most recent Quotation shall prevail over the oldest one(s).

The Customer’s potential order forms have no contractual value.

### **4. Hierarchy with the payment service provider's terms of services**

All payments made through the Platform are handled by the payment service provider indicated on the Platform (the “**Payment Service Provider**”).

The Customer will contract directly with the Payment Service Provider for implementation of these payments by accepting its terms of service, by ticking a box on the Platform.

If the Payment Service Provider rejects or terminates the Customer’s subscription, the Customer may not use the Services.

Conversely, termination of the contractual relationship between the Customer and the Company will result in termination of the Customer’s contract with the Payment Service Provider.

In the event of any contradiction between the Payment Service Provider's terms of use and the Terms and Conditions, the latter shall prevail.

The Customer expressly mandates the Company to transmit to the Payment Service Provider all instructions relating to payments made on the Platform.

### **5. Conditions of access to Services**

**(i) The Customer is:**

- a **natural person** with full legal capacity, or

- a **legal entity** acting through a natural person with the power or authority required to enter into a contract in the Customer's name and on their behalf.

**(ii) The Customer is:**

- a “**Consumer**”, understood as any natural person who acts for purposes that do not fall within the scope of their professional activity, or
- a “**Professional**”, understood as any natural person or legal entity acting for purposes within the scope of their commercial, industrial, artisanal, liberal or agricultural activity, including when acting in the name of or on behalf of another professional.

## **6. Subscription and access to Services**

To access the Services the Customer must:

- fill in the form on the Platform, or
- be registered on one of the third-party websites listed on the Platform and use the login details of the selected third-party website. The Customer expressly authorizes the Company to access their account data on the relevant third-party website.

The Customer must provide the Company with all the information marked as mandatory.

Registration automatically opens an account in the Customer’s name (the “**Account**”) enabling the Customer to access the Services using their login and password.

Once the Customer's Account has been created, the Customer is free to create accesses for users (the “**Users**”).

The Customer is solely responsible for creating accesses for Users, for setting their access rights and for their personal use of the Platform.

## **7. Description of the Services**

### **7.1. Services**

Before subscribing, the Customer acknowledges that they can find out about the characteristics of the Services and their constraints, in particularly technical constraints, on the Platform.

The Customer acknowledges that the implementation of the Services requires a connection to the Internet and that the quality of the Services depends on this connection, for which the Company is not responsible.

Any request to modify the subscribed Services must be the subject of an additional Quotation for Custom Services.

The Customer is credited each month with compute units to use the Services (the “**CUs**”).

To each query of the Customer is associated a certain number of CUs to be deducted of the initial monthly number of CUs.

The initial monthly number of CUs attributed to the Customer depends on the Services they have subscribed to:

- For Freemium Services, the number of CUs per month is indicated on the Platform;
- For Custom Services, the number of CUs per month is indicated on the Quotation.

The number of CUs available to the Customer is indicated on a dashboard accessible on their Account.

The Customer can use the Services until they run out of CUs.

#### 7.1.a. Freemium Services

Freemium Services to which the Customer has subscribed are described on the Platform.

In particular, the Services enable the exploitation of data decoded from EVM-enabled blockchain data by providing low-latency SQL access. The Customer may have access to the following features:

- SQL Query Language: a powerful SQL query language that enables seamless interaction with blockchain data. This makes it possible to perform complex data manipulation, aggregation, and filtering operations;
- Partial compatibility with the PostgreSQL protocol allowing to incorporate tools like Grafana and Superset, simplifying the analysis process;
- GraphQL API Generation: allows you to generate a GraphQL API directly from SQL queries;
- Integrated Development Environment (IDE): the Platform comes with an integrated development environment (IDE) that offers intelligent autocompletion, syntax highlighting and query execution functions, making it easy to explore and analyse data and create SQL queries.

Freemium Services can be suspended at any time by Company including in case of infrastructural issue.

The Customer can use a certain number of CUs per minute that is indicated on the Platform. Blockchain datasets available with Freemium Services are also indicated on the Platform.

#### 7.1.b. Custom Services

The Custom Services to which the Customer has subscribed are described in the Quotation.

The Company reserves the right to offer any other Custom Service.

### **7.2. Additional Services**

- **Maintenance**

For the duration of the Services, the Customer benefits from maintenance, in particular corrective and ongoing maintenance. In this context, access to the Platform may be limited or suspended.

The Company makes every effort to provide the Customer with corrective maintenance to correct any malfunction or bug found on the Platform.

The Customer also benefits from ongoing maintenance, which the Company may carry out automatically and without prior notice, and which includes improvements to the Platform's functionalities, the addition of new functionalities and/or technical installations used within the framework of the Platform (aiming to introduce minor or major extensions).

Updates are made for the duration of the Services.

Detailed information on updates is available here.

The Customer must agree to install any necessary updates so that the Services remain compliant, i.e. so that the Services can continue to be used in accordance with what has been agreed between the parties and what the Customer expected when subscribing. Failing this, the Services may stop working.

Access to the Platform may also be limited or suspended for planned maintenance purposes, which may include the corrective and ongoing maintenance operations referred to above.

- **Hosting**

The Company uses its best efforts to host the Platform, as well as the data produced and/or entered by/on the Platform, on its servers or via a professional hosting service provider. Servers' location is indicated in the Company's privacy policy.

- **Technical support**

In the event of any difficulty encountered while using our Services, the Customer may contact the Company using contact details provided in article "*Company information*".

Technical support service is available from Monday to Friday, excluding public holidays, from 10 am to 6 pm. Depending on the need identified, the Company will estimate the response time and inform the Customer accordingly.

## **8. Duration of the Services**

### **8.1. Freemium Services**

The Customer subscribes to the Services for an indefinite period.

### **8.2. Custom Services**

The Customer subscribes to the Services in the form of a subscription (the "**Subscription**").

The Subscription starts on the day of subscription for an initial period as indicated in the Quotation.

It is tacitly renewed, for successive periods of the same duration as the initial period (together with the initial period, the "**Periods**"), from date to date, unless the Subscription is terminated in accordance with article "*Termination of the Services*".

**According to article L215-1 of the French Consumer Code:**

***« For services agreements concluded for a fixed term with a tacit renewal clause, the professional service provider informs the consumer in writing, by dedicated letter or e-mail, no earlier than three months and no later than one month before the end of the period authorizing the rejection of renewal, of the possibility of not renewing the agreement they have concluded with a tacit renewal clause. This information, delivered in clear, comprehensible terms, mentions the non-renewal deadline in a visible box.***

***Where this information has not been sent to the consumer in accordance with the provisions of the first paragraph, the consumer may terminate the agreement free of charge at any time after the renewal date.***

***Advances made after the last renewal date or, in the case of open-ended agreements, after the date of conversion of the initial agreement to a fixed-term agreement, are in this case reimbursed within thirty days of the termination date, after deduction of sums corresponding, up to that date, to the performance of the agreement. The provisions of this article apply without prejudice to those which by law subject certain agreements to special rules concerning consumer information. »***

## **9. Financial terms**

### **9.1. Price of Services**

#### **9.1.a. Freemium Services**

Services are provided free of charge.

#### **9.1.b. Custom Services**

The price of the Services to which the Customer has subscribed is indicated in the Quotation.

This price is set out for the monthly number of CUs indicated on the Quotation.

Should the Customer's use of the Services exceed this number of CUs, additional CUs shall be invoiced to Customer according to the rate indicated on the Quotation.

CUs that are not used during a month:

- cannot be postponed to the following month;
- are not refundable in any case.

If an exchange rate is applied, exchange charges applicable on the date of payment of the price shall be borne by the Customer. Where applicable, the Customer is solely responsible for the payment of all bank charges relating to the payment of prices, with the exception of the Company's bank charges.

Any Period started is due in full.

The Company is free to offer promotional offers or price reductions.

The Company's prices may be revised at any time under the conditions of the article "*Modification of the Terms and Conditions*".

### **9.2. Invoicing and payment terms**

The Company sends the Customer an invoice for each Period by any useful means.

Payment is implemented through any means of payment accepted by the Payment Service Provider.

The Customer warrants that they have all necessary authorisations to use this mean of payment.

### **9.3. Consequences of late or non-payment**

In the event of default or delay in payment, the Company reserves the right, from the day after the due date shown on the invoice, to:

- Immediately suspend the Services in progress until full payment of the amounts due,
- If the Customer is a Professional, charge interest on arrears equal to 3 times the legal interest rate, based on the amount of sums not paid by the due date, and a flat-rate indemnity of 40

euros for collection costs, without prejudice to additional compensation if the collection costs actually incurred exceed this amount,

- Where applicable, declare all sums owed by the Customer to be forfeited and immediately payable.

## **10. Right of withdrawal**

The Customer, who is a Professional, does not benefit from the right of withdrawal.

The Customer, who is a Consumer, does not benefit from the right of withdrawal if the Services relate to the supply of digital content not provided on a physical medium and the Customer has expressly (i) agreed that the Services shall begin upon their acceptance of the Terms and Conditions or the Quotation for Custom Services and (ii) waived their right of withdrawal.

## **11. Legal warranty of conformity**

**Consumers are entitled to invoke the legal guarantee of conformity if a lack of conformity appears during the contractual relationship between the parties. During this period, the consumer is only required to establish the existence of the lack of conformity, and not the date of its appearance.**

**The legal warranty of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or service for the duration of the contractual relationship between the parties.**

**The legal warranty of conformity entitles the consumer to have the digital content or service brought into conformity without undue delay following his request, at no cost and with no major inconvenience to him.**

**The consumer may obtain a reduction in price by keeping the digital content or service, or he may terminate the contract by obtaining a full refund in exchange for renouncing the digital content or service, if:**

**1° The professional refuses to bring the digital content or service into compliance,**

**2° The compliance of the digital content or service is unjustifiably delayed,**

**3° The digital content or service cannot be brought into conformity without incurring costs for the consumer,**

**4° Bringing the digital content or service into conformity causes major inconvenience to the consumer,**

**5° The non-conformity of the digital content or service persists despite the professional's unsuccessful attempt to bring it into conformity.**

**The consumer is also entitled to a reduction in price or rescission of the contract where the lack of conformity is so serious as to justify an immediate reduction in price or rescission of the contract. In such cases, the consumer is not obliged to ask for the digital content or service to be brought into conformity beforehand.**

**In cases where the lack of conformity is minor, the consumer is entitled to cancel the contract only if the contract does not provide for payment of a price.**

**Any period during which the digital content or digital service is unavailable for the purpose of restoring conformity suspends the warranty that remained in force until the digital content or digital service was supplied in conformity again.**

These rights result from the application of articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

Any professional who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 242-18-1 of the French Consumer Code).

Consumers are also covered by the legal warranty for hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the customer to a price reduction if the digital content or service is retained, or to a full refund in exchange for relinquishing the digital content or service.

## **12. Intellectual property rights**

### **12.1. Intellectual property rights on the Platform**

The Platform is the Company's property, as are Company's software, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, etc.). They are protected by all intellectual property rights or database producers' rights in force. The license granted to the Customer does not entail any transfer of ownership.

The Customer as well as the Users are granted a non-exclusive, personal and non-transferable license to use the Platform in SaaS mode for the duration specified in the article "*Duration of the Services*".

### **12.2. Intellectual property rights on testimonies**

By subscribing to the Services, the Customer may provide testimonies regarding their use of the Services.

Consequently, the Customer agrees that the Company may:

- distribute testimonies free of charge on the Platform and on any other French or foreign websites, published by any companies with which the Company has agreements, by any means and on any medium, for the purposes of promoting the Platform,
- translate testimonies into any language,
- modify (notably the framing, format and colors) and/or adapt testimonies (notably to the technical constraints of the Platform (alterations or degradations in their quality)).

### **12.3. Use of the Customer's personality rights (image, name and voice) by the Company**

The Customer authorizes the Company to use, free of charge, the image attached to their Account as well as their name and voice captured in video testimonials produced by the Company in order to promote the Services, by any means and on any medium, worldwide and for the duration of the subscription to the Services.

If the Customer is a legal entity, they undertake to obtain authorization for the use of the image (and, where applicable, the name and/or voice) of their employees and/or any other natural person whose personality attributes may be captured in the context of the Services and/or for the purposes of promoting the Company's activity.

## **13. Commercial references**



When the Customer is a Professional, the parties may use their respective names, brands and logos, and refer to their respective platforms, as commercial references, for the duration of their contractual relationship and 3 years thereafter.

## **14. Customer's obligations and liability**

### **14.1. Concerning the provision of information**

The Customer undertakes to provide the Company with all the information required to subscribe to and use the Services.

### **14.2. Concerning the Customer's Account**

The Customer :

- guarantees that the information provided in the form is accurate and undertakes to keep it up to date,
- acknowledges that this information is proof of their identity and is binding as soon as it is validated,
- is responsible for maintaining the confidentiality and security of their login and password. Any access to the Platform using their login and password is deemed to have been made by the Customer.

The Customer must immediately contact the Company using the contact details provided in article "*Company information*" if they find that their Account has been used without their knowledge. The Customer acknowledges that the Company shall have the right to take all appropriate measures in such a case.

The Customer is solely responsible for creating access for Users and for setting their access rights.

### **14.3. Concerning the use of the Services**

The Customer is responsible for their use of the Services and any information they share in this context. They are also responsible for the use of the Services and any information shared by Users. The Customer undertakes to ensure that the Services are used exclusively by them and/or Users, who are subject to the same obligations as the Customer in their use of the Services.

The Customer undertakes not to use the Services for purposes other than those for which they were designed, and in particular to:

- engage in any illegal or fraudulent activity,
- undermine public order and morality,
- infringe the rights of third parties in any way whatsoever,
- violate any contractual, legislative or regulatory provision,
- engage in any activity likely to interfere with a third party's computer system, in particular for the purpose of violating its integrity or security,
- promote their services and/or websites or those of a third party,
- assist or incite a third party to commit one or more of the acts or activities listed above.

The Customer also refrains from:

- copying, modifying or misappropriating any element belonging to the Company or any concepts it exploits within the framework of the Services,
- engaging in any behavior likely to interfere with or hijack the Company's computer systems or undermine its computer security measures,

- infringing Company's financial, commercial or moral rights and interests,
- marketing, transferring or otherwise giving access in any way whatsoever to the Services, to information hosted on the Platform or to any element belonging to the Company.

The Customer shall indemnify the Company against any claim and/or action that may be brought against it as a result of the breach of any of the Customer's obligations. The Customer shall indemnify the Company for any loss suffered and reimburse the Company for any sums it may have to bear as a result.

### **15. Company's obligations and liability**

The Company undertakes to provide the Services with diligence, it being specified that it is bound by a best-effort obligation.

The Company undertakes to comply with all applicable regulations.

For Custom Services, the Company shall use its best efforts to comply with the timetable for completion of the Services indicated in the Quotation. As these deadlines are provided for guidance only, the Company shall not be held liable in the event of non-compliance.

Any delay attributable to the Customer postpones the agreed delivery date by the same duration.

#### **15.1. Concerning the quality of the Services**

The Company uses its best effort to provide the Customer with quality Services.

To this end, the Company carries out regular checks to check the operation and accessibility of its Services and may carry out maintenance under the conditions specified in article "*Maintenance*".

However, the Company shall not be held liable for temporary difficulties or impossibilities in accessing its Services resulting from:

- circumstances external to its network (including but not limited to partial or total failure of the Customer's servers),
- the failure of equipment, cabling, services or networks not included in its Services or not under its responsibility,
- interruption of Services by telecom operators or Internet service providers,
- intervention by the Customer, including but not limited to incorrect configuration of the Services,
- *force majeure*.

The Company is responsible for the operation of its servers, the outer limits of which are constituted by the connection points.

Furthermore, the Company does not guarantee that the Services, as they are subject to constant research to improve their performance and progress, will be totally free of errors, defects or faults.

#### **15.2. Concerning the Platform service level guarantee**

The Company offers no guarantee of the Platform's level of service.

However, the Company makes every effort to maintain 24/7 access to the Platform, except in the event of scheduled maintenance under the conditions defined in article "*Maintenance*" or in the event of *force majeure*.

### **15.3. Concerning the backup of data on the Platform**

The Company shall use its best efforts to safeguard all data produced and/or entered by/on the Platform.

However, except in the case of proven negligence on the part of the Company, it is not liable for any loss of data during maintenance operations.

### **15.4. Concerning data storage and security**

The Company provides sufficient storage capacity for the operation of the Services.

The Company makes its best efforts to ensure data security by implementing measures to protect infrastructures and the Platform, to detect and prevent malicious acts and to recover data.

### **15.5. Concerning advertising on the Platform**

The Company may publish and/or send to the Customer any advertising or promotional messages, in particular by referring the Customer to third-party platforms.

However, the Company is not responsible for:

- technical availability and content, products and/or services of these platforms,
- the Customer's relationships with these platforms.

### **15.6. Concerning subcontracting and assignments**

The Company may use subcontractors to carry out the Services, and these subcontractors are subject to the same obligations as the Company. Nevertheless, the Company remains solely responsible to the Customer for the proper performance of the Services.

The Company may substitute any person who will be subrogated in all its rights and obligations under its contractual relationship with the Customer. In such a case, the Company will inform the Customer of this substitution by any written means.

## **16. Limitation of the Company's liability**

The purpose of the Platform is to enable the Customer to access structured information from blockchains.

The sole purpose of the Services provided via the Platform is to search the Blockchain for available information depending on the criteria identified by the Customer, to decode it and to make it available to the Customer. The formalization of Blockchain-related information may include errors or omissions, or even unintentionally modify the meaning of the data on which it is based.

In this respect, the Customer expressly acknowledges and accepts that the information available on the Platform is provided for indicative purposes only.

The Company cannot be held liable regarding the accuracy of such Blockchain-related information as it has no responsibility on such information.

The Company provides non-exhaustive information that is as accurate as possible. However, the Company cannot guarantee that the information provided on the Platform is accurate or up to date, and encourages the Customer to verify and investigate all information provided. In the event of erroneous information, the Customer undertakes to inform the Company in writing to 6 RUE D ARMAILLE 75017 PARIS]. Use of the Services is the sole responsibility of the Customer. The use of information on the Platform is therefore the sole responsibility of the Customer, who is responsible for ensuring the validity of the information they use afterwards. The Company shall not be held liable for any misinterpretation of the data provided on the Platform, in the event of erroneous information, omissions, inaccuracies and/or failures to update such information, whether due to its own fault or to that of the third-party partners supplying the information.

The Company's liability is limited solely to proven direct damages suffered by the Customer as a result of using the Services.

When the Customer is a Professional and with the exception of bodily injury, death and gross negligence, and subject to having made a claim by registered letter with acknowledgement of receipt, within a period of one month following the occurrence of the damage, the Company's liability shall not exceed the amounts received by the Company during the 12 months preceding the event giving rise to liability or the duration of provision of its Services, whichever is the shorter.

### **17. Admissible modes of proof**

Proof may be established by any means.

The Customer is hereby informed that messages exchanged via the Platform as well as data collected on the Platform and the Company's computer equipment constitute the main accepted mode of proof, in particular to demonstrate the reality of the Services performed and the calculation of their price.

### **18. Personal data processing**

#### **18.1. General provisions**

As part of their contractual relations, each party shall undertake to comply with the applicable regulations on personal data processing and, in particular, the General Data Protection Regulation (regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016) and the French Data Protection Act of 6 January 1978 (hereinafter referred together as the "**Applicable Regulation**").

Each party processes personal data of contact person of the other party involved in the performance of the Terms and Conditions, as controller within the meaning of the Applicable Regulation for the purpose of managing the contractual relations between the Parties and for the duration of the Terms and Conditions. These processing are carried out for the execution of the Terms and Conditions and only identification data (in particular surname, first name, email address, telephone number) are processed by the parties.

Personal data are retained during the duration strictly necessary for the purposes of managing the business relationship between parties. The staff of the party controller of the processing, its control services (notably auditor) and its processors could have access to personal data.

The processing may result in the exercise by each party's contact person of their rights under the Applicable Regulation.

To learn more on the processing of their personal data and their rights, the Customer is invited to read the privacy policy of the Company accessible on the Platform.

## **18.2. Processing of personal data by the Company as a data processor**

### **☐ Purpose**

The purpose of this clause is to define the conditions under which the Company undertakes to carry out, on Customer's behalf, the personal data processing operations defined below.

### **☐ Description of the processing carried out by the Company**

As part of the Services, the Company processes personal data in the name and on behalf of the Customer as a data processor, while the Customer acts as a data controller within the meaning of the Applicable Regulation. The characteristics of the processing are described in the document called "*Description of the personal data processing*" ("**Personal Data Processing Form**") completed by the Customer before any use of the Services and reproduced in Appendix 2. The Customer acknowledges that the completion of the Personal Data Processing Form is mandatory to benefit from the Services.

### **☐ Company's obligations with respect to the Customer**

#### **- Data processing:**

Company undertakes to process the personal data only for the purposes listed in the Personal Data Processing Form and in accordance with the Customer's documented instructions, including with regard to transfers of data outside the European Union. Where Company considers that an instruction infringes the Applicable Regulation, he shall immediately inform the Customer thereof. Moreover, if Company shall process personal data and transfer them to a third country or an international organization, according to the applicable law of the Terms and Conditions, he shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

#### **- Security and data confidentiality:**

Company undertakes to implement the appropriate technical and organisational measures to ensure the security and integrity of personal data, their backup and the restoration of their availability in the event of a physical or technical incident. Company ensures that the persons authorized to process the personal data hereunder have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

#### **- Sub-processors:**

Company is authorized to use processors (hereinafter "**the Sub-Processor**") listed in Appendix 1 to carry out specific processing activities. Company shall inform the Customer, in writing beforehand, of any intended changes concerning the addition or replacement of Sub-Processors as listed. This information must clearly indicate which processing activities are concerned, the name and contact details of the Sub-Processor. The Customer has a period of fifteen (15) calendar days from the date of receipt of this information to submit its legitimate and justifiable objections. In the absence of notification of objections after this period, the Customer shall be deemed to have authorized the use of the relevant Sub-Processor. In the event of Client's continuing objections, the parties shall meet in good faith and use their best efforts to discuss a resolution. Company may choose to (i) not hire the

Sub-Processor or (ii) take the corrective action requested by the Customer in connection with the objections made and hire the Sub-Processor. If neither option is reasonably possible, and if Company cannot for legitimate reasons hire another processor for the intended processing, either party may terminate the Terms and Conditions upon a thirty (30) days' notice.

The Sub-Processor shall comply with the obligations hereunder on behalf of and in accordance with the Customer's instructions. Company shall ensure that the Sub-Processor provides the same sufficient warranties regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Applicable Regulation. If the Sub-Processor fails to fulfil its data protection obligations, Company remains fully liable to the Customer for the Sub-Processor's performance of its obligations.

- **Transfer of personal data outside the European Union:**

Company is authorized to transfer personal data processed as part of the Terms and Conditions to countries located outside the European Union, if appropriate safeguards have been implemented as defined under Chapter V of GDPR.

- **Assistance and provision of information:**

Company undertakes to assist the Customer and to respond without undue delay to any request for information sent by the Customer whether in the context of a request for the exercise of their rights by data subjects, a privacy impact assessment, or a request made by a supervisory authority or the Customer's data protection officer.

- **Notification of personal data breach:**

Company shall notify the Customer of any personal data breach relating to the processing operations covered by the Terms and Conditions, without undue delay after becoming aware of it and to provide the Customer with all relevant information and documentation relating to such personal data breach.

- **Fate of the data:**

Company undertakes at its election to delete or return personal data at the termination of the Terms and Conditions and not to keep a copy unless Union or Member State law requires storage of the personal data.

- **Documentation:**

Company shall make available to the Customer, at the Customer's request, all information and documents necessary to demonstrate compliance with its obligations and allow for audits. The Customer may carry out audits once a year, at its own expense to verify Company's compliance with the obligations set forth in this article. The Customer will inform Company of the audit at least two (2) weeks before. Company may refuse the identity of the auditor if it belongs to a competing company. The audit shall be conducted during work hours and with the least possible disturbance for the Company's activity. The audit shall not threaten (i) technical and organizational security measures implemented by Company, (ii) security and confidentiality of data of Company's other customers, (iii) the proper functioning and organization of Company. When possible, parties will agree beforehand on the scope of the audit. The audit report will be sent to Company as so to submit comments, which will be attached to the final version of the audit report. Each audit report will be considered as a confidential information.

- **Customer's obligations with respect to Company:**

The Customer undertakes to:

1. provide Company with the personal data mentioned in the Personal Data Processing Form, except any improper, disproportionate or unnecessary personal data, and except any "particular" personal data within the meaning of the Applicable regulation, except if the processing activities justify it. In this case, the Customer will have to document these justifications and to take all measures, notably of prior information, to collect appropriate consent and appropriate security measures, appropriate for such particular data;
2. collect under its liability, lawfully, fairly and in a transparent manner the personal data provided to Company, for the performance of the Services, and in particular, to ensure the lawfulness of processing and the information due to data subjects;
3. maintain a record of processing activities carried out and more generally, comply with the principles of the Applicable Regulation;
4. ensure, before and throughout the processing, compliance with the obligations set out in the Applicable Regulation.

**19. Confidentiality obligations of the parties**

When the Customer is a Professional, unless otherwise agreed in writing by the other party, the parties respectively undertake to keep confidential, for the duration of their contractual relationship and 3 years thereafter, all information relating to or held by the other party of which they may have become aware as part of the conclusion and performance of their contractual relationship.

This obligation does not extend to information:

- of which the receiving party was already aware,
- already public at the time of communication or which would become public without breach of this article,
- which has been lawfully received from a third party,
- the communication of which would be required by judicial authorities, in application of laws and regulations or to establish the rights of a party within the framework of the contractual relationship between the parties.

Confidential information may be passed on to the parties' respective employees, collaborators, trainees, agents and co-contractors, provided that they are subject to the same obligation of confidentiality.

**20. Force majeure**

The parties shall not be liable for any failure or delay in the performance of their contractual obligations due to *force majeure* occurring during the term of their relationship as defined in article 1218 of the French Civil Code.

If one of the parties is prevented from fulfilling its obligations due to *force majeure*, it must inform the other party by registered letter with acknowledgement of receipt. Obligations will be suspended on receipt of the letter and must be resumed within a reasonable time once the *force majeure* has ceased.

The prevented party nevertheless remains bound by the performance of obligations not affected by *force majeure* and by all payment obligations.

## **21. End of Services**

The Subscription must be terminated no later than 2 days before the end of the current Period in the case of Custom Services or at any time in the case of Freemium Services, by:

- The Customer, directly and free of charge, via the dedicated function on the Platform by sending a request to the Company at the address mentioned in article "*Company information*",
- The Company, by sending an email to the Customer.

Any Period started is due in its entirety.

The Customer no longer has access to their Account once the Services have ended.

The Company may delete any Account if it has remained inactive for a continuous period of more than 24 months.

## **22. Penalties for breach**

The following are material obligations to the Customer (the "**Material Obligations**"):

- payment of the price,
- not to provide the Company with incorrect or incomplete information,
- to respect the usual rules of politeness and courtesy in dealings with the Company,
- not to use the Services for a third party,
- not to engage in any illegal or fraudulent activities or activities that infringe on the rights or safety of third parties, undermine public order or violate applicable laws and regulations.

In the event of a breach of any of these Material Obligations, the Company may:

- suspend or terminate the Customer's access to the Services,
- publish on the Platform any information message the Company deems useful,
- notify any competent authority, cooperate with it and provide it with any information that may be useful in investigating and punishing illegal or illicit activities,
- take any legal action.

These sanctions are without prejudice to any damages that the Company may claim from the Customer.

In the event of a breach of any obligation other than a Material Obligation, the Company will request the Customer by any useful written means to remedy the breach within a maximum period of 15 calendar days. Services will be terminated at the end of this period if the breach is not remedied.

Termination of Services entails deletion of the Customer's Account.

## **23. Modification of Terms and Conditions**

The Company may modify its Terms and Conditions at any time and will inform the Customer by any written means (and in particular by e-mail) at least 10 calendar day before they come into force.

Modified Terms and Conditions apply when the Customer's Subscription is renewed.

If the Customer does not accept these modifications, they must terminate their Subscription in accordance with article "*End of Services*".



If the Customer uses the Services after the entry into force of the modified Terms and Conditions, the Company considers that the Customer has accepted them.

#### **24. Language**

In the event of contradiction or dispute as to the meaning of any term or provision, the English language shall prevail.

#### **25. Registration on the opposition list for telephone canvassing**

When the Customer is a Consumer, in accordance with law n° 2014-344 of March 17, 2014, the Customer is informed that they have the option of registering free of charge on the BLOCTEL telephone anti-solicitation list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) in order to no longer be contacted by telephone by a professional with whom they have no current contractual relationship.

#### **26. Mediation**

When the Customer is a Consumer, in the event of a dispute between the Customer and the Company, the Customer may have recourse free of charge to the following consumer mediator for an amicable settlement:

Centre de médiation de la consommation de conciliateurs de justice (CM2C)

Postal address: [14 rue Saint Jean 75017 Paris](#)

Phone : [06 09 20 48 86](tel:0609204886)

<https://www.cm2c.net>

If the Customer is a foreign Consumer located in the European Union, they can go to the European consumer law dispute resolution platform accessible [here](#).

#### **27. Applicable law and jurisdiction**

The Terms and Conditions are governed by French law.

When the Customer is a Professional, in the event of a dispute between the Customer and the Company, and in the absence of an amicable agreement within 2 months of the first notification, the dispute shall be submitted to the exclusive jurisdiction of the courts of Paris (France), except in the event of mandatory provisions to the contrary.

**APPENDIX 1 – LIST OF AUTHORIZED SUB-PROCESSORS**

| <b>Sub-Processor(s) authorized</b> | <b>Processing activities sub-processed</b>  | <b>Localization of the processing</b> | <b>Appropriate safeguards implemented in case of transfer of personal data outside the EU</b> |
|------------------------------------|---|---------------------------------------|---|
| OVHCloud                           | Storage   | EU, US                                |   |
| Google Cloud Platform              | Collection, Recording, Organization, Structuring, Storage, Retrieval, Use, Erasure or destruction | EU, US                                |   |
| Hetzner Online                     | Storage   | EU                                    |   |
| DigitalOcean                       | Storage, Organization, Structuring, Retrieval, Use, Erasure or destruction                        | EU                                    |   |

**APPENDIX 2 – PERSONAL DATA PROCESSING FORM**

**Description of the personal data processing carried out by Company on behalf of the Customer**

|   |  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
|---|--|--|--|---|---|--|--|---|---|---|--------------------------------------|-------------------------------------|--|---------------------------------------|---|---|--|
| <b>Purposes of the personal data processing</b>                                       | <input checked="" type="checkbox"/> Provision of the Services as described in the Terms and Conditions<br><input type="checkbox"/> N/A (no personal data are processed as part of the Services)  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <b>Nature of the processing</b>   | <table border="0"> <tr> <td><input checked="" type="checkbox"/> Collection</td> <td><input checked="" type="checkbox"/> Consultation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Recording</td> <td><input checked="" type="checkbox"/> Use</td> </tr> <tr> <td><input checked="" type="checkbox"/> Organization</td> <td><input type="checkbox"/> Dissemination of otherwise making available</td> </tr> <tr> <td><input checked="" type="checkbox"/> Structuring</td> <td><input type="checkbox"/> Alignment or combination</td> </tr> <tr> <td><input checked="" type="checkbox"/> Storage</td> <td><input type="checkbox"/> Restriction</td> </tr> <tr> <td><input type="checkbox"/> Adaptation</td> <td><input checked="" type="checkbox"/> Erasure or destruction</td> </tr> <tr> <td><input type="checkbox"/> Modification</td> <td><input type="checkbox"/> N/A (no personal data are processed as part of the Services)</td> </tr> <tr> <td><input checked="" type="checkbox"/> Retrieval</td> <td></td> </tr> </table> | <input checked="" type="checkbox"/> Collection | <input checked="" type="checkbox"/> Consultation | <input checked="" type="checkbox"/> Recording | <input checked="" type="checkbox"/> Use | <input checked="" type="checkbox"/> Organization | <input type="checkbox"/> Dissemination of otherwise making available | <input checked="" type="checkbox"/> Structuring                                       | <input type="checkbox"/> Alignment or combination | <input checked="" type="checkbox"/> Storage | <input type="checkbox"/> Restriction | <input type="checkbox"/> Adaptation | <input checked="" type="checkbox"/> Erasure or destruction | <input type="checkbox"/> Modification | <input type="checkbox"/> N/A (no personal data are processed as part of the Services) | <input checked="" type="checkbox"/> Retrieval |  |
| <input checked="" type="checkbox"/> Collection  | <input checked="" type="checkbox"/> Consultation   |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input checked="" type="checkbox"/> Recording   | <input checked="" type="checkbox"/> Use  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input checked="" type="checkbox"/> Organization                                      | <input type="checkbox"/> Dissemination of otherwise making available   |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input checked="" type="checkbox"/> Structuring                                       | <input type="checkbox"/> Alignment or combination  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input checked="" type="checkbox"/> Storage   | <input type="checkbox"/> Restriction   |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input type="checkbox"/> Adaptation   | <input checked="" type="checkbox"/> Erasure or destruction   |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input type="checkbox"/> Modification   | <input type="checkbox"/> N/A (no personal data are processed as part of the Services)  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input checked="" type="checkbox"/> Retrieval   |  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <b>Categories of personal data</b>  | <input checked="" type="checkbox"/> Identification data (i.e., first name, surname, email address, phone number)<br><input type="checkbox"/> Data related to professional life (i.e., job title, company)<br><input type="checkbox"/> Economic and financial data (i.e., credit card number)<br><input type="checkbox"/> Other: .....<br><input type="checkbox"/> N/A (no personal data are processed as part of the Services)   |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <b>Categories of data subjects</b>  | <table border="0"> <tr> <td><input type="checkbox"/> Employees</td> <td><input checked="" type="checkbox"/> Users</td> </tr> <tr> <td><input type="checkbox"/> Leads</td> <td><input type="checkbox"/> Other: .....</td> </tr> <tr> <td><input checked="" type="checkbox"/> Customers</td> <td></td> </tr> <tr> <td colspan="2"><input type="checkbox"/> N/A (no personal data are processed as part of the Services)</td> </tr> </table>  | <input type="checkbox"/> Employees             | <input checked="" type="checkbox"/> Users        | <input type="checkbox"/> Leads                | <input type="checkbox"/> Other: .....   | <input checked="" type="checkbox"/> Customers    |  | <input type="checkbox"/> N/A (no personal data are processed as part of the Services) |   |   |                                      |                                     |  |                                       |   |   |  |
| <input type="checkbox"/> Employees  | <input checked="" type="checkbox"/> Users  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input type="checkbox"/> Leads  | <input type="checkbox"/> Other: .....  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input checked="" type="checkbox"/> Customers   |  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <input type="checkbox"/> N/A (no personal data are processed as part of the Services) |  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |
| <b>Duration of the processing</b>   | <input checked="" type="checkbox"/> Duration of the Terms and Conditions<br><input type="checkbox"/> N/A (no personal data are processed as part of the Services)  |  |  |   |   |  |  |   |   |   |                                      |                                     |  |                                       |   |   |  |