



# TERMS AND CONDITIONS FOR CISO ASSISTANT PRO SAAS

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Version 2024-07-31

## **1 - Company information**

INTUIITEM is a French limited liability company registered with the Versailles Trade and Companies Register under number 844 508 192 whose registered office is located at 8 rue des Frères Caudron, 78140 Vélizy-Villacoublay (the "**Company**").

## **2 - Company's Services**

The Company offers to its customers (the "**Customer**") services of cyber security program management through a pragmatic approach to management of Governance, Risk and Compliance (the "**Services**") via the CISO assistant pro SaaS platform provided by the Company (the "**Platform**").

## **3 - Contractual documents**

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 30 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 service**

Payments made through the Platform can be 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 and conditions.

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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 general terms and conditions 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 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 - Access to Services**

The Customer subscribes to the Services by contacting the Company directly using contact information provided in article "*Company information*". The Company sends a Quotation to the Customer who has to accept it in accordance with article "*Contractual documents*".

The Customer can access the Services by following such link and fill in the form on the Platform. The Customer must provide the Company with all information marked as mandatory as well as the email address of an administrator of its choice (the "**Administrators**").

The Administrator then receives an invitation email including a hypertext link to the Platform.

Registration automatically opens an account in the Customer's name (the "**Account**") enabling the Customer to access the Services.

Once the Customer's Account has been created, the Customer is free to create accesses for Administrators and users (together with the Administrators the "**Users**").

Users can be (i) contributors and edit content on the Platform or (ii) readers and consult content posted by contributors on the Platform. Only contributing Users are invoiced according to the terms of article "*Financial terms*".

The Customer is solely responsible for the Administrator creating accesses for other 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.

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

The Company reserves the right to offer any other Service.

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

## **7.2 - Additional Services**

### **7.2.1 - 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).

### **7.2.2 - 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, and on servers located in a territory of the European Union.

Depending on the location of the Customer such hosting could be provided out of the European Union, in such case the Company will indicate it in the Quotation.

### **7.2.3 - 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 9 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**

The Customer subscribes to the Services for a definite term as indicated in the Quotation (the "**Period**").

The Company will contact the Customer to provide them a new Quotation about 1 month prior the end of the ongoing Period. If the Customer wishes to benefit from ongoing Services, they shall agree to the new Quotation in accordance with article "*Contractual documents*".

## **9 - Financial terms**

## **9.1 - Price of Services**

The price of the Services subscribed by the Customer is indicated in the Quotation.

Contributing Users access is limited to the number indicated in the Quotation and is invoiced the price indicated in the Quotation. If the Customer exceeds the number of contributing Users indicated in the Quotation, contributing Users in excess shall be automatically transformed into reading Users.

If the Customer does not agree to such Quotation, the Company will have the faculty to terminate the Services in accordance with article "*Sanctions in the event of breach*".

Any Period started is due in full.

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

## **9.2 - Invoicing and payment terms**

The Company sends the Customer an invoice on the subscription date by any useful means. Payment is made by bank transfer, through the Payment Service Provider or by any other means indicated on the Platform.

The Company's invoicing and payment terms are specified in the Quotation.

The Customer warrants that they have all necessary authorizations to use this method 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,
- Charge interest on arrears equal to 3 times the legal interest rate, based on the 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.

## **10 - Intellectual property rights**

### **10.1 - 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 article "*Duration of the Services*".

### **10.2 - Intellectual property rights on the Platform templates**

As part of the Services and at your request, templates (the "**Templates**") are provided on the Platform.

As such, the Templates constitute the Company's knowledge, of which the Company retains the exclusive property and are therefore protected by all intellectual property rights. The Company retains ownership of these Templates, which are granted to the Customer and Users for a non-exclusive, non-transferable license to use for the duration of the Services, worldwide and for the same purposes as set out above, without restriction or reservation.

The Customer agrees not to copy, reproduce or duplicate in whole or in part the Templates when such copies, reproductions or duplications are not for their own use in connection herewith or that they have not expressly been authorized in writing by the Company. The Customer is also prohibited from disclosing the Templates, either directly or indirectly, to any third party or to any person other than the Customer and Users or to use the Templates for their own commercial benefit or for the benefit of one of their competitors.

### **10.3 - Intellectual property rights on the Works**

While performing the Services, the Company shall create reports and works that may be protected by copyright (the "**Works**").

For the purpose of exploiting the Works, the Company hereby assigns to the Customer all copyright in the Works, including drafts, sketches and preparatory work (including if they relate to creative ideas that are not pursued).

This transfer is granted to the Customer without restriction or reserve, in full ownership, on an exclusive and final basis, the Company thus refraining from exploiting the Works itself or granting any right over them to a third party, without the Customer's written consent. It is granted for the entire legal duration of copyright protection, for the entire world and for all forms of exploitation known or unknown to date, foreseeable or unforeseeable.

The rights thus assigned include the right of reproduction and representation, in whole or in part, on all media and by all means, existing or future, foreseeable or unforeseeable, as well as the right to translate, arrange, modify, adapt and/or correct said creations, subject to respect for the author's moral rights, by the Customer alone or in collaboration with a third party. The Customer is authorized to assign or license to third parties all or part of the rights hereby assigned, in accordance with the terms and conditions it deems most appropriate. The Company shall indemnify and hold the Customer harmless from and against any and all actions, claims or demands arising out of or in connection with the creations and rights hereby assigned.

## **11 - Commercial references**

Except in case of express refusal of the Customer, the parties may use their respective names, brands and logos, and if applicable refer to their respective platforms, as commercial references, for the duration of their contractual relationship and 3 years thereafter.

## **12 - Customer's obligations and liability**

### **12.1 - Concerning the provision of information**

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

The Customer recognizes that potential sensibility of hosted data indicated to the Company determines the Services offered by the Company and described in the Quotation. If the level of sensibility of Works, Content and/or data were to change during the Services, the Customer shall inform the Company without delay.

### **12.2 - 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.

### **12.3 - 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 is responsible for content of any kind that they publish on the Platform as part of the Services (the "**Content**").

The Customer accepts that Content posted on the Platform may be viewed by other Users of the Platform, including readers.

The Customer agrees not to publish any Content (this list is not exhaustive):

- infringing public order and morality (pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist),
- infringing the rights of third parties (counterfeit content, infringement of personality rights, etc.) and more generally violating a contractual, legislative or regulatory provision,
- prejudicial to third parties in any way whatsoever,
- misleading, deceptive or proposing or promoting illicit, fraudulent or deceptive activities,
- harmful to the computer systems of third parties.

The Customer is responsible for any relations Users or themselves may establish with other users of the Platform. The Customer undertakes to act with discernment and to respect usual rules of politeness and courtesy in their exchanges with other users.

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.

### **13 - 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.

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.

#### **13.1 - 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),
- 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,
- as they are standard and in no way tailored to the Customer's personal requirements, will specifically meet the Customer's needs and expectations.

#### **13.2 - Concerning the Platform service level guarantee**

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.

#### **13.3 - Concerning the backup of data on the Platform**

The Company shall use its best efforts to safeguard all Work, data and Content 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.

The Customer expressly recognizes that they should proceed to regular backups of Works, Content and data hosted on the Platform.

#### **13.4 - Concerning data storage and security**

The Company provides sufficient storage capacity for the operation of the Services. However the Customer expressly recognizes and accepts that Services are provided with a limit indicated in the Quotation.

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. In the event of security incidents, threats or situations of vulnerability, the Company undertakes to take the following measures included in Appendix 1.

#### **13.5 - Concerning the publication of Content**

The Company acts as a hosting service provider for Content that the Customer publishes online. Consequently, it is not responsible for such Content.

If the Company receives a notification concerning illicit Content, it will act promptly to remove it or render access to it impossible and may take the measures described in article "*Sanctions in the event of breach*".

#### **13.6 - 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.

### **14 - Limitation of the Company's liability**

The sole purpose of the Services provided via the Platform is to manage Governance, Risk and Compliance based on loaded Customer's data. The formalization of such 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 information as it directly depends of information uploaded by the Customer on the Platform.

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. 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.



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 limit of its professional liability insurance.

## **15 - 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.

## **16 - Personal data processing**

### **16.1 - 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.

### **16.2 - 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 1. 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 organizational 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 2 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.

## **17 - Force majeure**

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

If the Company is prevented from fulfilling its obligations due to *force majeure*, it must inform the Client 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 Company nevertheless remains bound by the performance of obligations not affected by *force majeure*.

## **18 - End of Services**

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

They shall upload Content, Works and data hosted on the Platform within 30 days following the end of the Services, after what they will no longer be accessible to the Customer.

## **19 - Sanctions in the event of breach**

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

- payment of the price,
- complying with the number of contributing Users indicated in the Quotation,
- not to provide the Company with incorrect or incomplete information including regarding data and Content hosted on the Platform and sensibility of such data and Content,
- to comply with 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,
- delete all Content related to the breach,
- 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 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.

## **20 - Language**

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

## **21 - Applicable law and jurisdiction**

The Terms and Conditions are governed by French law.

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 – PERSONAL DATA PROCESSING FORM**

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

Purposes of the personal data processing	<input checked="" type="checkbox"/> Provision of the Services as described in the Terms and Conditions <input type="checkbox"/> N/A (no personal data are processed as part of the Services)																
Nature of the processing	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Collection</td> <td><input type="checkbox"/> Consultation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Recording</td> <td><input 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 checked="" type="checkbox"/> Adaptation</td> <td><input 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 type="checkbox"/> Retrieval</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> Collection	<input type="checkbox"/> Consultation	<input checked="" type="checkbox"/> Recording	<input 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 checked="" type="checkbox"/> Adaptation	<input 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 type="checkbox"/> Retrieval	
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<input type="checkbox"/> Retrieval																	
Categories of personal data	<input checked="" type="checkbox"/> Identification data (i.e., first name, surname, email address, phone number) <input checked="" type="checkbox"/> Data related to professional life (i.e., job title, company) <input type="checkbox"/> Economic and financial data (i.e., credit card number) <input type="checkbox"/> Other: ..... <input type="checkbox"/> N/A (no personal data are processed as part of the Services)																
Categories of data subjects	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Employees</td> <td><input type="checkbox"/> Users</td> </tr> <tr> <td><input type="checkbox"/> Leads</td> <td><input checked="" type="checkbox"/> Other: third-party employees</td> </tr> <tr> <td><input 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 checked="" type="checkbox"/> Employees	<input type="checkbox"/> Users	<input type="checkbox"/> Leads	<input checked="" type="checkbox"/> Other: third-party employees	<input type="checkbox"/> Customers		<input type="checkbox"/> N/A (no personal data are processed as part of the Services)									
<input checked="" type="checkbox"/> Employees	<input type="checkbox"/> Users																
<input type="checkbox"/> Leads	<input checked="" type="checkbox"/> Other: third-party employees																
<input type="checkbox"/> Customers																	
<input type="checkbox"/> N/A (no personal data are processed as part of the Services)																	
Duration of the processing	<input checked="" type="checkbox"/> Duration of the Terms and Conditions <input type="checkbox"/> N/A (no personal data are processed as part of the Services)																

**APPENDIX 2 – 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>
OVH	cloud hosting	European Union	N/A
Scaleway	cloud hosting	European Union	N/A