



TERMS AND CONDITIONS

Last update: March 11th, 2024

1. Object and Description

The Terms define the conditions of use of the Blobr application.

The solution is that Customers can connect their internal applications to access an LLM-powered chat. The chat provides responses based on the connected applications and explains any variation in the business data.

On Blobr, the following definitions apply:

Company: refers to Blobr, offering services to Customers.

Customer: refers to the ones willing to use Blobr's chat so that they get all their business questions immediately answered, based on their connected tools.

Customer Data: the Customer Data is data of a different nature, which is provided by the Customer to the Company through its use of the Solution.

IPR: means all patents, utility models, trademarks, trade or business names, logos or straplines, domain names, copyrights, moral rights, know-how, rights to prevent passing off or unfair competition, database rights, rights in designs, and all other intellectual property in each case whether registered or unregistered and including applications or rights to apply for them.

Online Offers: means the Solution's offers made available by the Company on its website <https://www.blobr.io/pricing> available for the Customer's online subscription.

Solution: means the solution developed by the Company Blobr that provides the Customer with a chat where the Customers can ask all of their business-related questions.

Support: means the service provided by the Company Blobr to assist the Customer in its use of the Solution.

2. Access

Blobr aims to ensure continuous access to the application for Customers 24 hours a day, every day of the week, unless interrupted for maintenance, whether planned or unplanned or in cases of force majeure.

In the event of an interruption, Blobr will work to reinstate access. Blobr cannot be held liable for any damages arising from such interruptions.

Blobr relies on the Customer to guarantee the accuracy, entirety, and timeliness of the data provided to Blobr. Blobr has read-only access to the data sources connected to Blobr so there is no modification of data in the tools possible. Blobr can query data at regular intervals so that Blobr service can work with real-time data and be proactive in providing information to Customers.

Access to the chat, powered by a Large Language Model (LLM), is granted to Customers for the purpose of receiving automated assistance and information. The application retains the right to restrict or revoke access in the event of any misuse, abuse, or violation of the application's policies. The application does not guarantee the absolute accuracy or completeness of information provided by the LLM-powered chat and shall not be held liable for any damages resulting from reliance on the chat's responses.

3. Intellectual Property

The entire contents of our Website and application, encompassing graphics, texts, and logos, are safeguarded by intellectual property regulations. Reproduction, whether in part or in whole, of any of our content is expressly forbidden.

You are not permitted to distribute or reproduce any data accessible on our Website or transmitted during the use of our services, except for your personal use and in compliance with these Terms.

The Customer grants the Company a non-exclusive, worldwide, royalty-free license to use the Customer's name, trade name, and logos ("Customer Marks") for marketing, promotional, and reference purposes. Such use may include, but is not limited to, displaying Customer Marks on the Company's website, in sales and marketing materials, presentations, case studies, and customer lists. The Company agrees to use Customer Marks in accordance with the Customer's brand guidelines (if provided) and solely for the purposes described above. The Customer may revoke this authorization at any time upon written notice to the Company, in which case the Company shall cease use within a reasonable period.

4. Personal Information and Data Privacy

The company is responsible for processing your Personal Data.

For the purpose of such Personal Data Processing activities identified under this Website Privacy Policy, The Company, as such is defined under applicable data protection law.

The company collects and processes Personal Data about you:

The company is responsible for processing your Personal Data in accordance with applicable data protection law. This document outlines the purposes, methods, and responsibilities related to the processing of Personal Data under this Website Privacy Policy.

Company's Role

- Data Controller

Data Subjects

- Customer's representatives

Category of Data

- Identification data
- CRM
- Usage data (back office or product monitoring)
- Marketing data
- Support tickets
- Billing
- NPS (Net Promoter Score)

Methods of Data Collection

Direct Collection

When you provide such Personal Data directly to The Company, such as when contacting The Company's support, requesting information, or giving feedback via our Website.

Indirect Collection

The Company may collect Personal Data about you with the help of third parties.

Automatic Collection

When you visit or interact with our Website, Personal Data may be collected or generated through cookies.

Parties' Roles

The Company and the Customer are together joint Data Controllers, as defined under Article 26 of the GDPR and Guidelines 07/2020 related to the concepts of controller and processor in the GDPR.

Data Subjects (Expanded)

- Customer Staff
- Users (as defined in the Terms & Conditions)

Category of Data (Expanded)

- Identification data
- Solution's usage data

Purposes

- Executing the Agreement
- Providing access to the Solution
- No other use will be made by The Company, except with prior and express consent of the Customer

Legal Basis

- Company's and Customer's legitimate interest to provide Customer Staff Users with access to the Solution

Consequences of Miscommunication of Personal Data

- May prevent access to and use of the Solution

Storage Duration by the Company

Active Base

- For the duration of the Customer Staff User's access to the Solution and for a maximum of one (1) year after its last interaction with it.

Archive Base

- Legal limitation period

Data Subject's Rights

- Refer to Article 5 of this Data Protection Agreement for detailed rights.

Transfers of Personal Data

The Customer may transfer to The Company some of its User's personal data while using the Solution. Such Personal Data processing shall be performed under the conditions outlined in this policy.

Data Processing and Privacy Policy Summary

This document outlines the data processing and privacy policies related to the agreement between a customer (Data Controller) and a company (Data Processor).

Parties' Roles

Parties' role	Description
The Customer	The Data Controller
The Company	The Data Processor. May process the Personal Data only on the written instructions of the Customer unless instructions are illegal.

Data Subjects

- Data Subjects: User using Customer's Solution

Category of Data

- Category of Data: Identification data, API usage data

Purposes

- Purposes: To be completed

Legal Basis

- **Legal basis:** User's consent. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the term and purposes of this Agreement.

Consequences of Miscommunication of Personal Data

- **Consequences:** May prevent the access to and use of the Solution

Storage Duration

Storage duration	Description
Active base	For the duration of the commercial relationship and for a maximum of three (3) years after its termination for whatsoever reason.
Archive base	Legal limitation period.

Data Subject's Rights and Information

- **Data Subject's Rights and Information:** The Customer shall be responsible for providing all necessary information to the User about this Personal Data Processing in accordance with Data Protection Legislation's prescription.

Your Personal Data will be stored by The Company in accordance with applicable data protection laws and data protection authorities guidelines to the extent necessary for the processing purposes set out in this Website Privacy Policy. Subsequently, we will delete your personal data in accordance with our Data Retention Policy or take steps to properly render the Personal Data anonymous, unless we are legally obliged to keep your personal data longer (e.g., for legal compliance, tax, accounting, or auditing purposes).

Below you will find a summary of the data retention related to each purpose of processing:

Data Retention Summary

Storage duration	Description
Active base	For the duration of the commercial relationship and for a maximum of three (3) years after its termination for whatsoever reason.
Archive base	Legal limitation period
Data Subject's rights	See Personal Information and Data Privacy

Your Personal Data is shared for business and commercial purposes within The Company and, upon request and in line with legal requirements, with government, judicial and law enforcement entities.

In connection with one or more of the purposes outlined in the Sections above, we may disclose your personal data to:

Service providers

The company may share your Personal Data to third parties (including our affiliates) to perform services complementary to our own, namely: hosting, data analytics, consulting, development, support, marketing, data and cyber security. The service providers may perform the services on The company's behalf, under instructions, in accordance with The company's agreement and in compliance with appropriate technical and organizational security measures to protect your personal data. A list of these providers is available upon request. See how to contact us below.

Other third parties

The company may disclose your Personal Data to third parties, including government authorities or public authorities, courts, intergovernmental or supranational bodies for legal processes or protection of life and safety where we believe that access, use, preservation, or disclosure of the information is reasonably necessary, including:

- To comply with laws, regulations, and legal process or to respond to lawful requests;
- To enforce or apply our agreements;
- To protect the rights, interests, property, or safety of The Company, our customers, you and others;
- In connection with claims, disputes, or litigation;

- To protect you and others from fraudulent, abusive, or unlawful use of the Website, and other fraudulent activity.

Such disclosure or access may occur if we believe in good faith that The company is legally compelled to do so, or that it is appropriate in connection with efforts to investigate, prevent, or take action regarding actual or suspected illegal activity, fraud, or other wrongdoing.

The company uses industry-standard physical, procedural, and electronic security measures to protect your Personal Data held with us and our service providers. However, please note that we cannot and do not guarantee the absolute protection and security of any Personal Data stored with us or with any third parties.

5. Liability

The solution will use some publicly available AI platforms, algorithms, and models ("Third-party AI Service Providers") to generate the Output Content based on your Input Content.

The Company's liability shall be excluded for error coming from the Customer and impacting the Solution, for interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; for any indirect, special, consequential or punitive damages (including, without limitation, loss of profits, loss of business, loss of goodwill, loss of opportunity) on any cause of action whatsoever; or for any matter beyond the Company's reasonable control, whether or not the parties were aware of the possibility of such damages.

Without prejudice to the other provisions of the Agreement, the Company's liability to the Customer is expressly limited in the event of a proven breach of the Agreement in the performance of Company's obligations and only to foreseeable and direct damage which is exclusively attributable to the Company. However, if the Company's liability is upheld by a final and binding Court decision, the Customer's compensation for all damages related to the Agreement, shall be limited to: to the amount paid by the Customer to the Company in performance of this Agreement, six (6) months, or less if the Agreement has a shorter term, prior to the incident causing the damage; and except as otherwise provided herein, the Customer shall not bring any action against the Company beyond two (2) months from the discovery of the event(s) giving rise to the alleged liability.

This limitation of liability shall not apply in the event of the occurrence of any damage for which the law prohibits any limitation of liability under the laws applicable upon the

occurrence's date of such damage. The parties are advised that the above limitations of liability do not negate the essential obligation of either party.

6. Applicable Law and Jurisdiction

This Agreement is governed by French law.

In the event of a dispute, the Parties undertake to do their utmost to resolve the dispute amicably within one (1) month. After this period and in the absence of an amicable settlement, any and all disputes arising out or in connection with the Agreement shall be subject to the exclusive jurisdiction located in the jurisdiction of the Court of Appeal of Paris.

7. Contact

To report any illegal content or activities on the Website, please contact the Company at: support@blobr.io