

VOYSEN Terms and Conditions

Article 1. Purpose and acceptance of the Terms and Conditions

The purpose of these General Terms and Conditions is to determine the terms and conditions under which VOYSEN (hereinafter "the Company") provides the customer (hereinafter "the Customer") with a platform (hereinafter "the Platform") offering all the services available on it (hereinafter "the Service(s)") to users authorized by the Customer (hereinafter "the Users").(s)") intended for users authorized by the Customer (hereinafter referred to as "the Users").

Use of the Platform by the Customer implies their express and prior acceptance of the contractual terms and conditions consisting of the following documents (hereinafter collectively referred to as "the Contract"), presented in hierarchical order of decreasing legal value:

- The Quote(s) drawn up by the Company and/or any other document describing the Services (hereinafter referred to as "Special Conditions") for the Customer's attention;
- These General Terms and Conditions.

In the event of any contradiction between any of the documents comprising the Contract, the higher-level document shall prevail for the obligation in question.

As such, the Customer expressly and unreservedly accepts these General Terms and Conditions and acknowledges that they have read all of the terms below, confirming that the Customer unreservedly accepts these General Terms and Conditions in their entirety.

Date of update: December 11, 2024

Article 2. Term

The Contract shall enter into force upon signature of the Special Conditions by the Customer for a period of one year, the Contract not being subject to tacit renewal. The Contract shall remain enforceable for the entire duration of the Contract between the Company and the Customer under whose responsibility the User accesses the Services.

Article 3. Access to the Platform

3.1. The Platform is accessible in SaaS (Software as a Service) mode and made available to the Customer under the conditions described in these General Terms and Conditions, for a specific number of Users authorized by the Customer as defined in the Special Terms and Conditions, under the sole responsibility of the latter.

3.2. This access is provided via the internet from any computer equipment (computer, tablet, or smartphone) that meets the technical requirements specified by the Company. The costs associated with connecting to the Platform and using the Services, as billed by internet service providers or telephone operators, shall be borne exclusively by the Customer and/or the Users concerned.

The User's use of the Platform is limited to the Service(s) subscribed to by the Customer and the access granted by the latter to the User. Any request for use by additional users will be subject to validation and an additional quote, which must be accepted in advance by the Customer.

3.3. The Customer guarantees that the information it provides for the purpose of enabling the Company to create the associated accounts is accurate, up-to-date, and complete with regard to its identity (in particular its first and last names) and contact details (in particular its postal address and email address). The Customer undertakes, in particular, to ensure that each authorized User is the owner of the email address provided during registration, that this address is valid, and that the User checks it regularly.

The Customer also undertakes to update the information provided on their Account as soon as any of it changes, in order to ensure that the information remains accurate.

The Customer acknowledges that the Company reserves the right to suspend or withdraw the Customer's access to the Platform if the Customer fails to comply with these terms and conditions, particularly if the Customer provides false or misleading, inaccurate, incomplete, or out-of-date information, or if the Company has reason to believe that the user's access to the Platform is not personal.

3.4. The username and password of each User allowing them to access the Platform are strictly confidential and personal. The Customer guarantees that each User will not allow access to a third party, whether or not that third party is part of the Customer's staff. The Customer is solely responsible for any use that may be made of User accounts. The Customer undertakes to immediately inform the Company of any unauthorized use and any breach of the confidentiality or security of its identification data.

Article 4. Provision of Services

4.1. Description of Services

The Services provided by the Customer through the Platform consist of various solutions for aggregating and analyzing consumer reviews (hereinafter "the Reviews") available on the internet relating to specific products and/or services and/or establishments, which will have been previously selected by the Customer (hereinafter "the Products").

The Customer understands and acknowledges that the Services do not involve the verification of the Reviews or the quality of the Products to which they relate, as the Services are exclusively limited to solutions for the use of aggregated information, in accordance with the Special Conditions. All information obtained through the use of the Platform is used under the sole and exclusive responsibility of the Customer, it being understood that the Customer is solely responsible for choosing the Products for which it wishes the Services to be provided.

The Company undertakes to provide the Services in accordance with the Contract and, in particular, as described in the Special Conditions and in accordance with the terms and conditions set out in the General Conditions.

The Company may modify a Service unilaterally (at no additional cost to the Customer) provided that such modification does not substantially affect the Customer's use of the Service or its essential features and does not require any additional investment on the Customer's part.

4.2. Availability

The Platform is accessible at remotely, via the Internet, 24 hours a day (24/7). The Company undertakes to provide 97% availability.

Notwithstanding the foregoing, the Company may suspend the Service from time to time for maintenance purposes, and the Company shall use its best efforts to ensure that such interruptions are organized, to the extent possible and except in situations where it is necessary, during time slots when the Platform is least used by Users. These maintenance periods shall be excluded from the above availability rate.

In any event, the Customer expressly understands and acknowledges that they are aware of the technical risks that may affect the Internet network and cause slowdowns or outages that make connection impossible. The Company cannot be held liable for difficulties in accessing the Services due to the Internet network being down or disrupted. In the event of unavailability, the Company undertakes to mobilize its teams as soon as possible to correct the malfunction in question.

The Customer guarantees that the User understands that the Platform is made available to them under an agreement between the Company and the Customer: as such, the User may not hold the Company liable in this regard and will be invited to contact the Customer regarding the consequences of any temporary or permanent interruption of access to the Services.

Article 5. Financial conditions

5.1. The pricing conditions for the provision of the Services covered by this Agreement are set out in the Special Conditions.

5.2. The amounts excluding tax provided for above shall be increased by VAT at the rate in force at the time of issue of the invoice. In the event of late payment, the amounts due shall bear interest at the rate of the European Central Bank plus 10 points, in addition to a fixed collection fee of 40 (forty) euros in accordance with Decree No. 2012-1115 of October 2, 2012, without prejudice to the Company's right to suspend access to the Platform and/or terminate the Contract under the conditions provided for in Article 12, as well as to claim compensation for the damage suffered.

Article 6. Liability and warranty of the Company

6.1. The Company's liability remains limited to the provision of the Services in connection with the operation of the Platform as described in this Agreement, in its capacity as service provider under this Agreement, subject to a best-efforts obligation.

As such, the Customer understands and acknowledges that the Services are provided on the basis of Notices over which the Company has no control as to their accuracy or truthfulness and for which the Company cannot in any way be held liable. The Customer therefore undertakes to take all necessary precautions when using the information obtained from the Services, in particular with regard to the consequences related to its commercial policy.

6.2. The Company shall not be held liable (i) for any damage caused by a malfunction, which is not directly attributable to the Company, of one or more of the steps involved in accessing the Platform, due in particular to the inherent disadvantages of using the Internet, such as service interruption, external intrusion, the presence of computer viruses despite commercially reasonable efforts by the Company, or (ii) in the event of communication anomalies due, among other things, to the use of the Internet or a failure of telecommunications operators. The Company shall not be liable, in the absence of duly notified opposition, for the consequences of the use by a third party of the username and/or password assigned to Users.

If the Company has legitimate grounds to believe that the security of the Platform is compromised or that misuse of the Services is due to unauthorized use of User identification data, the Company may temporarily disable all or part of its Account to preserve the integrity of the Platform and the data in its Account. The Customer undertakes to cooperate with the Company and, in particular, to modify the identification data of the Users concerned.

6.3. The Company guarantees the Customer full, complete, and peaceful enjoyment of the Platform and the Services.

The Company shall defend and settle any claim, lawsuit and/or proceedings brought against the Customer for any violation of any third-party rights, including intellectual property rights, and shall be liable for the payment of any judgment based on a finding of infringement against the Customer

fact, or the amount of any transaction to which the Customer is also a party, provided that the latter complies with the following cumulative obligations:

- (i) notify the Company, as soon as it becomes aware of it and at the latest within a maximum period of fifteen (15) days, by registered letter with acknowledgment of receipt, of the existence of such claim, lawsuit and/or proceedings by a third party;
- (ii) cooperate loyally with the Company to carry out the said defense and negotiation. The Customer shall provide the Company with all information at its disposal relating to this claim, lawsuit, and/or proceeding.

In the event that the use of all or part of the Platform or Services is prohibited as a result of the enforcement of a French or foreign court order and/or a transaction to which the Customer is a party, the Company shall, at its sole expense and at its discretion (i) procure for the Customer the right to use the disputed element; and/or (ii) replace it with a deliverable that is not subject to such a prohibition and has the same characteristics and functionalities; and/or (iii) modify them so that they no longer infringe the rights of third parties.

Failing this, the Company shall reimburse the Customer for the amount received in respect of the element concerned. The warranty provided in this article shall not apply if it is established that the disputed use results from the use of the Platform and/or the Services under conditions contrary to those stipulated in the Contract and in particular in Article 7. This expresses the entirety of the Client's obligations with regard to the warranty of peaceful enjoyment.

6.4. In any event, the Company shall only be held liable for direct and material damage resulting from a proven breach of the commitments made under the Contract. The Company's total liability shall be limited to the price of the Contract for the current contractual period, and any damaging event must be reported to the Company within six (6) months of its occurrence.

Under no circumstances shall the Company be liable to the Customer or any third party for any loss of profit, inability or difficulty in using the Platform, loss of data, loss of revenue, loss of margin, interruption of service or for any indirect damage of any kind whatsoever resulting from the Contract or in connection with the Contract, even if the Company has been informed of the possibility of such damage. No multiple claims may extend this limitation.

Article 7. Customer Liability

7.1. Given the purpose of the Platform, the Customer undertakes to use the Services exclusively in the course of their professional activities. The Customer also undertakes not to allow third parties to access the Platform, not to disclose the results of the Services to any third party, as the Services are exclusively reserved for the Customer. In this respect, any unauthorized use of the results of the Services by any third party shall be considered a misuse of the Platform and fraudulent use of the Services.

7.2. The Customer understands and acknowledges that despite the efforts made by the Company to ensure its proper functioning, the Platform is provided "as is" and the Company provides no warranty other than those expressly provided for in this Agreement.

7.3. The Customer undertakes to cooperate with the Company to enable it to perform its obligations under the Agreement. In particular, the Customer undertakes to notify the Company of any malfunction affecting the Platform as soon as possible and to provide the Company with all information enabling it to reproduce the malfunction and thus facilitate its correction.

7.4. The Customer assumes sole responsibility for its Services in connection with the use of the Platform and Services. The Customer further undertakes not to infringe the rights of third parties and refrains from offering, through the Platform and the Services offered therein, any content that infringes the rights of third parties. More generally, the Customer undertakes to refrain from any activity that could be punishable under applicable regulations.

The Customer is responsible for all costs relating to the Services, including usage fees resulting from fraudulent or unauthorized use of the Service, except where such fraudulent use is the result of proven fault on the part of the Company.

7.5. The Customer is responsible for the use made of the Services by Users, ensuring that Users:

- use the Services and the Platform in accordance with the purpose for which the Customer has granted them access and, more generally, in a fair manner, for a purpose that complies with the regulations in force, public order, morality, and the rights of third parties, and shall refrain from any unlawful use, in particular by allowing third parties to access the Platform, benefit from the Services, or benefit from the results of the use of the Services;
- undertake to ensure that all means of authentication assigned to them by the Customer are strictly personal and remain under their sole control. Each User undertakes to immediately report any loss or compromise of any of their means of authentication via their contact person at the Customer;
- refrain from any action that may affect the functioning of the Platform, such as, for example and without limitation, attempted intrusion or corruption of data, or denial of service attacks;
- undertake not to disrupt the proper functioning of the Platform or to carry out any operation that could result in fraudulent access. Each User shall in particular ensure that they do not introduce any viruses or other technology that could harm the Platform. If the Company has legitimate grounds to believe that the security of the Platform is likely to be breached or that it is being misused due to unauthorized use of the Platform, it may temporarily suspend access to the Platform in order to preserve the integrity of the Platform and the data.
- agree to take all appropriate measures to protect their own data and/or software from contamination by viruses or other anomalies of any kind on the Internet network;
- acknowledge and accept that their access to and use of the Services are such that the Customer may be held liable and that their access may be suspended at any time in the event of non-compliance with these Terms and Conditions.

7.6. The Customer undertakes to indemnify and hold harmless the Company against any loss, damage, costs, expenses or fees of any kind whatsoever (including attorneys' or experts' fees) that the Company may incur as a result of the Customer's breach of its obligations under these Terms and Conditions or in the event of legal action or threat of legal action by a third party (in particular any User) caused by the Customer or for which the Customer is responsible.

Article 8. Data protection

8.1. General principles

In the performance of this Contract, each Party shall be deemed to be responsible for its own processing and shall therefore undertake to comply with all obligations incumbent upon it under the regulations applicable to the processing of Personal Data, in particular Regulation (EU)

2016/679 of the European Parliament and of the Council of April 27, 2016, and the French Data Protection Act No. 78-17 of January 6, 1978 (hereinafter, the "Applicable Regulations").

The Company declares and guarantees that it does not collect or process any data that could directly or indirectly identify a natural person in connection with the Service.

8.2. Personal data relating to Users

8.2.1. In the performance of the Contract, the Company collects and processes Users' Personal Data for the sole purpose of performing this Contract and, in particular, to provide them with access to the Customer's account.

Personal Data is intended exclusively for the Company for the purposes set out above and will not be passed on to third parties, with the exception of technical service providers and partners commissioned by the Company in the strict performance of this Agreement, who are subject to professional secrecy and/or a contractual confidentiality obligation.

This Personal Data is that provided by the Customer and Users, as well as technical data collected in connection with the operation of the Platform.

8.2.2. Users' Personal Data is kept by the Customer for the duration of the commercial relationship and archived for the time necessary to manage complaints and disputes, as well as to meet legal and/or regulatory obligations and/or to respond to requests from the competent authorities.

8.2.3. The Company may transfer Personal Data to countries that are not members of the European Economic Area and which have not been subject to an adequacy decision by the European Commission. In this case, the Company shall ensure that such transfer is carried out in accordance with the Data Protection Regulations by taking all appropriate measures and under conditions and with legal, technical and operational guarantees to ensure the confidentiality and security of such Personal Data.

8.2.4. Users have the right to request access to Personal Data concerning them held by the Company, as well as the rectification or erasure of such data, or even the restriction of processing, and the right to object to processing. However, in the event of restriction of processing or objection to processing, the Company may no longer be able to ensure the proper performance of the Contract. The Customer undertakes to forward to the Company any request made through it in order to enable the Company to meet its obligations under the Applicable Regulations.

Article 9. Intellectual

9.1. The Company is the exclusive owner of all intellectual property rights relating to the Platform. The Company guarantees that the Platform and all of its components, with the exception of any content provided by the Customer or any third party, have either been developed by it, belong to it, or belong to third parties from whom it has obtained a valid license or whose use complies with applicable regulations.

9.2. The Company grants the Customer a simple right to use the Platform for the purpose of access by Users during the term of the Contract. The License also includes the right for the Customer to grant a simple right to use the Platform to Users in accordance with its intended purpose. In this respect, the Customer undertakes to inform Users of the ownership of the rights to the Platform by the Customers and to obtain their commitment to respect these rights, through any contract of the Customer's choice. The Company reserves the right to withdraw access to the Platform from one or more Users who do not comply with the terms of this article.

9.3. The Platform, trademarks, logos and any other distinctive signs of the Company and any software used in connection with the provision of the Services, as well as the contents of the Platform (i.e., any text, video, photograph or any other information in any format and of any nature appearing on the Application) provided by the Company are the exclusive property of the Company and/or its partners and/or third parties and may be protected by copyright, trademark law, patent law or any other intellectual property right.

It is therefore prohibited to copy, modify, reproduce, distribute, publish, incorporate into any medium whatsoever, adapt, transfer or assign, license, sublicense, give as security, transmit in any other way the said elements or to reverse engineer or use any other method to attempt to access the source codes and/or protocols of the Platform, without the express authorization of the Company or the rights holder.

Article 10. Force majeure

In the event of a force majeure event, the performance of the obligations incumbent on the party affected by such event shall be suspended for the duration of the event, from the date of receipt of notification by registered letter with acknowledgment of receipt. Force majeure shall mean the cases defined by the case law of the French courts.

The party invoking force majeure shall, as soon as possible, inform the other party by registered letter with acknowledgment of receipt, giving a detailed description of the case of force majeure invoked and estimating its duration.

If a case of force majeure, notified to the other Party under the conditions defined in this Article, continues for a period of more than thirty (30) days, each party may then, as of right, terminate the contract binding them by sending the other party, at any time, written notification to that effect. It is expressly agreed that this termination shall not give rise to any compensation for the Customer.

Article 11. Confidentiality

11.1. Each Party acknowledges the confidential nature of all information of any kind received from the other Party under this Contract, including in particular the information provided, applications, methods and know-how, as well as any document of any kind exchanged in connection with the performance hereof (hereinafter "Confidential Information"). The term "Confidential Information" covers all information, regardless of its nature, form or medium (written, oral, computerized or other), provided by one Party to the other within the framework of the Contract and includes, without limitation:

- o any technical, commercial, strategic, financial, accounting, legal, electronic or administrative information relating to the Contract and in particular to all Deliverables, their functionalities, their production or their execution,
- o any report, analysis, note, summary, specification, drawing, software, model, description, study and other documents prepared for the Client referring to or containing the information mentioned in the previous paragraph.

In this respect, the Parties acknowledge in particular that the reports and information provided in connection with the Services are confidential, whether:

- the responsibility of the Company, in relation to the subject matter of the request for the provision of the Services and, in particular, the nature of the Products covered by the Contract;
- at the expense of the Customer, who may not authorize access to any third party, as the Services are intended exclusively for its own business.

11.2. Each Party undertakes not to disclose, communicate, allow to be disclosed or communicated, or use directly or indirectly, without the prior written consent of the other Party or an order from a court or supervisory authority, the Confidential Information of the other Party. Each Party undertakes to ensure that its employees and collaborators comply with these commitments.

11.3. The Company undertakes to inform the Customer immediately if it learns that Confidential Information has been transmitted to an unauthorized person and to take all necessary measures to stop or, failing that, limit as much as possible the transmission or disclosure.

11.4. The Parties agree that the following shall not be considered Confidential Information:

- o information that is regularly known and not confidential prior to its disclosure under this Agreement;
- o information that becomes public knowledge through no fault of the recipient of such information.

11.5. The Parties undertake to comply with the obligations set out in this article both during the performance of the Agreement and for a period of three (3) years from the termination of the contractual obligations.

Article 12. Assignment – Subcontracting

12.1. The Company reserves the right to assign, transfer or contribute to a third party, in any form whatsoever, all or part of its rights and obligations arising from the Contract. The Customer hereby accepts such substitution for the Company, the latter having no obligation to the Customer other than to inform it in writing fifteen (15) days prior to the completion of the transaction.

12.2. The Customer shall refrain from assigning and/or transferring the obligations arising from these General Terms and Conditions, in particular from allowing third parties to benefit from all or part of the Services, in any manner whatsoever, in whole or in part, directly or indirectly, to a third party, whether a natural or legal person, without the express prior consent of the Company.

12.3. The Company reserves the right, at its sole discretion, to entrust the performance of all or part of the services, and in particular the provision of the Services entrusted to it, to subcontractors or partners of its choice. The Company remains solely liable to the Customer for the performance of its obligations under the Contract.

Article 13. Early termination of relations with the Company

The Company reserves the right to suspend and/or terminate an Account, automatically and without any formalities other than those referred to in these Terms and Conditions, in the event of a breach by the Customer of any of the obligations set out in these Terms and Conditions. The Company shall notify the Customer of such suspension and/or termination and the reasons therefor in accordance with the terms set out in these Terms and Conditions. A suspension measure may be followed immediately or not by a termination measure if the Company deems it necessary to protect its interests and those of third parties, in particular in the event of a serious breach of these Terms and Conditions. Measures to remove access to all or part of the Platform may also be implemented in parallel by the Company.

Termination under the conditions described above shall result in the immediate deactivation of the Customer's Account and the inaccessibility of all content stored on their Account. Each User is therefore advised to ensure that they back up their content on any other medium of their choice.

Article 14. Electronic evidence

The Company shall retain browsing data and certain other technical data relating to the use of the Platform in accordance with its legal obligations. The Customer acknowledges that the electronic evidence thus collected shall be deemed authentic and may, where applicable, be transmitted to the authorities at their request, unless proven otherwise.

Article 15. Miscellaneous

15.1. The fact that a Party does not invoke a provision of the Contract shall not constitute a waiver of the benefit of that clause.

15.2. The invalidity, unenforceability or, more generally, the absence of effect of any of the provisions of the Contract shall not affect the remainder of the Contract, which shall be performed as if such provision had never existed, provided, however, that this does not compromise the balance of the Contract and that the provision in question was not a determining condition of the consent of a Party. Furthermore, the Customer agrees that, to the extent possible, any provision that is ineffective shall be replaced by a valid provision having the same effect and reflecting, as far as possible, the original intention.

15.3. The Parties acknowledge that they are acting on their own behalf as independent companies and shall not be considered agents of each other.

15.4. The Contract constitutes the entire agreement between the Parties.

15.5. No other stipulation or document shall give rise to any obligation under the Contract unless it is the subject of an amendment duly signed by the Parties.

15.6. The Customer declares that it has full legal capacity to enter into this Contract, that there are no legal, contractual or judicial impediments to its conclusion, and that it fully understands the nature and scope of its commitment under this Contract.

Article 16. Applicable law and dispute resolution

16.1. The Contract is governed by French law to the exclusion of all others.

16.2. For any dispute that may arise concerning the formation, interpretation or performance of the Contract, the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Paris (France), which shall have sole jurisdiction notwithstanding multiple defendants or third-party proceedings, even in the event of summary proceedings.