GENERAL TERMS AND CONDITIONS AND USER LICENCE FOR THE iNNERSHiP PLATFORM.

Version dated September 24, 2026

LEGAL INFORMATION ABOUT THE COMPANY

iNNERSHiP SAS, with a share capital of €22,970.00, registered with the Montpellier Trade and Companies Register under number 811 488 113, with its head office at Résidence Château Levat, 188 rue Alfred Cortot, Montpellier 34000. Hereinafter referred to as “iNNERSHiP”, “iNNERSHiP company”, or “the Licensor”.

iNNERSHiP, as the data controller for personal data collected on the Platform, implements the necessary measures to ensure the privacy of its users in accordance with the General Data Protection Regulation (GDPR) and applicable privacy laws.

PREAMBLE AND DEFINITIONS

The scope of this licence agreement covers the use of the “**iNNERSHiP**” Platform, hereinafter referred to as “**the Platform**” or “the Application”. The iNNERSHiP platform supports each individual in achieving their goals related to their company’s collective transformation. It fosters talent development, promotes work-life balance, and offers seamless connection with a personal coach, if applicable. Through structured questions and guided interactions, it provides targeted, personalized coaching tailored to each person’s needs.

The **Client** refers to any individual or legal entity, private or public, whether a private person or a professional, wishing to engage in one or more of the services provided by iNNERSHiP. Hereinafter, the “Client” or the “Licensee”.

The **User** is the individual who uses the Platform, either directly as a Client or at the Client’s request. The types of personal data collected from the User via the platform include: email address, first and last name, responses to questions, interactions with the coach as part of mentoring, etc.

The **Professional/Coach** refers to any individual who uses the Application in its version available directly on the iNNERSHiP website or via the Apple Store or Google Play. The types of

personal data collected from the General Public User via the platform include: email address, first and last name.

The Licensee refers to the Client, the User, and the Professional. The Licensee must comply with the terms of this agreement.

DATA COLLECTION AND USE

iNNERSHiP collects personal data as part of the use of the Platform, such as:

- Personal identifiers (first name, last name, email)
- Data related to responses to questions asked during coaching journeys
- Information about interactions with coaches and other users (messages, feedback, etc.)

Purposes of data collection:
This data is collected to personalize the user experience, enable mentoring, and analyze behaviours. It is never used for marketing or advertising purposes.

1. CONSENT AND LEGAL BASES FOR PROCESSING

The processing of personal data collected on the Platform is based on the following legal grounds:
Consent: The user explicitly consents to the collection and use of their personal data as part of the services offered by iNNERSHiP.
Performance of a contract: The data may be necessary for the performance of the contract between iNNERSHiP and the user, in particular to provide access to mentoring services and other offerings.
Legitimate interest: Some data may be collected and used to analyze Platform usage and improve it.

2. USER RIGHTS

Under applicable personal data protection laws, users have the following rights:

Right of access: Users can obtain information about the personal data collected about them by iNNERSHiP.
Right to rectification: Users can request the correction of inaccurate or incomplete personal data.
Right to erasure: Users can request the deletion of their personal data, subject to legal retention obligations.
Right to data portability: Users can request to receive their data in a structured, commonly used format.
Right to object: Users can object to the processing of their personal data in certain situations.
Right to withdraw consent: Users can withdraw their consent at any time for processing based on their consent.

3. DATA SECURITY

iNNERSHiP implements appropriate security measures to protect users' personal data from unauthorized access, disclosure, or alteration. These measures include, among others, data encryption, strict access controls, and regular security audits.

4. DATA SHARING WITH THIRD PARTIES

Users' personal data may be shared with third-party service providers only as part of delivering the services offered by the Platform, such as storage, hosting, and maintenance services. These third parties are contractually required to comply with confidentiality and personal data security obligations.

5. INTERNATIONAL DATA TRANSFERS

iNNERSHiP may transfer personal data outside the European Union and the United States, particularly for hosting or data processing services. In such cases, iNNERSHiP implements appropriate safeguards, such as standard contractual clauses, to ensure that the data receives an adequate level of protection.

6. CHANGES TO TERMS OF USE

The general terms and conditions may be changed, and if so, users will be informed of these changes by email.

USER LICENCE

This agreement (hereinafter the "Agreement" or "Licence") is entered into between the Client and iNNERSHiP COMPANY, which distributes the Platform. This Agreement governs, in particular, the licence for the Platform and all its components, including software, which remain the property of the Licensor.

Any use of the Platform in any way means that the Licensee acknowledges having read this agreement and agrees to be bound by its terms.

The Client acknowledges having verified that the services meet their needs and having received all necessary information and advice to give free and informed consent.

iNNERSHiP, as the data controller for personal data collected on the Platform, implements the necessary measures to ensure the privacy of its users in accordance with the General Data Protection Regulation (GDPR) and applicable privacy laws.

ARTICLE 1: FORMATION OF THE AGREEMENT

1.1 General and special terms and conditions

When creating an account or signing a quote, the Licensee expressly agrees to the collection and processing of their personal data as set out in iNNERSHiP's Privacy Policy. This data may be used to provide Platform services, personalize the user experience, and for other purposes described in this licence and the privacy policy.

1.2 Start date of the agreement.

In all cases, the Agreement starts on the day when the entry or entries
ordered by the Licensee are created.
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1.3 Acceptance

By checking the box provided during registration, the User accepts not only these general terms of use, but also the collection and processing of their personal data as described in iNNERSHiP's Privacy Policy.

1.4 Availability and enforceability

These general terms of use and the Privacy Policy, which describes in detail the collection and processing of users' personal data, are available on the websites and can be consulted at any time. These documents are also sent upon request by phone, email, or postal mail.

1.5 Modification

iNNERSHiP reserves the right to change its general terms of use at any time. In the event of a substantial change to the terms regarding the processing of personal data, users will be informed by email or via a notification on the platform. Users will then have the opportunity to review the new terms and accept or refuse the changes. If they refuse, access to the platform may be restricted.

ARTICLE 2: OWNERSHIP

The Platform is the exclusive property of iNNERSHiP. The Application is not sold to you, but is granted to you as a user licence, solely for the purposes defined in this Agreement. Users remain the owners of their personal data collected via the Platform. iNNERSHiP undertakes to comply with the applicable personal data protection laws in the User's country.

Personal data collected will be retained for as long as necessary to provide the Platform's services and in accordance with legal requirements. When the data is no longer needed, it will be deleted.

ARTICLE 3: PROPERTY RIGHTS

All rights, titles, and ownership interests in or to the Platform (including, but not limited to, all patents, trade secrets, trademarks, copyrights, images, photographs, video animations, audio, music, text, source code, and software applications incorporated into the Platform) and all copies of the Application are the exclusive property of iNNERSHiP COMPANY, except for personal data collected from users, which remains the property of users in accordance with iNNERSHiP's Privacy Policy.

The Platform is protected by copyright as well as by international treaties and other laws relating to intellectual property rights and unfair competition. Any violation of this Agreement, including unauthorized collection and use of personal data, may be considered punishable under applicable law.

ARTICLE 4: INDUSTRIAL PROPERTY

The Licensee may not claim any ownership over trademarks, software, data collected via the Platform, or other information elements. Unless otherwise specified, all transferable intellectual property rights relating to tangible and/or intangible results arising from the execution of the order remain the property of the provider without limitation of time or geography.

ARTICLE 5: GRANT OF LICENCE

iNNERSHiP COMPANY grants the Client and/or User a non-exclusive, non-assignable, non-transferable licence to use the Platform (except as provided in this Agreement). The Licensee agrees to use the Platform in compliance with applicable laws and regulations, including those relating to personal data protection (GDPR, PIPEDA, etc.).

The Platform and its accompanying documentation are protected by intellectual property laws. They are licensed and subject to restrictions on use and disclosure. Unless otherwise provided by the license agreement or by law, the Licensee may not, in particular, copy, reproduce,

translate, distribute, modify, patent, transmit, distribute, display, perform, publish, share, or show the Platform, even partially, in any form or by any means whatsoever, without the prior written consent of iNNERSHiP CORPORATION.

The Licensee agrees to respect data security and not to use the Platform to process personal data in any way that does not comply with the iNNERSHiP CORPORATION Privacy Policy and applicable data protection laws.

The Licensee agrees not to reverse engineer, decompile, disassemble, or otherwise reduce the Platform's code to a human-readable form, including any functionality involving the processing of personal data.

ARTICLE 6: TERM AND RENEWAL OF THE AGREEMENT

This Agreement is entered into for a period of one year starting from the effective creation of access to the Platform by iNNERSHiP CORPORATION for the benefit of the Client. Unless the Client objects, the agreement will be automatically renewed. The Licensee may terminate the Agreement at any time, in accordance with the terms set out below.

In the event of termination of the Agreement, iNNERSHiP CORPORATION agrees to delete or anonymize users' personal data within the legal timeframes, in accordance with the Privacy Policy.

ARTICLE 7: OBLIGATIONS OF iNNERSHiP CORPORATION

iNNERSHiP CORPORATION agrees to exercise all necessary care and diligence in providing a quality service in accordance with industry standards and best practices, and to take all necessary measures to ensure the security of personal data processed as part of the use of the Platform.

iNNERSHiP reserves the right to modify and/or remove features and services, such as Parcours, at its sole discretion and without notice. These changes and updates shall not give rise to any right to compensation or challenge to the contract duration, except in cases where such changes negatively affect the management of users' personal data, in which case measures will be taken to inform users.

ARTICLE 8: DELIVERY / ACCESS

The delivery time for the product sold or access to the service will be defined in the special conditions or in the commercial offer. iNNERSHiP CORPORATION can only be held liable to the Client in the event of a delivery delay exceeding sixty days from the date specified in the special

conditions. iNNERSHiP CORPORATION will take all reasonable measures to ensure the availability of the platform, subject to circumstances beyond its control.

In the event of a delay in access to the service, iNNERSHiP agrees to inform the Licensee as soon as possible and to take all necessary measures to minimize the impact on the use of the platform. If personal data is affected by the delay, the Licensee will be informed in accordance with the current privacy policy.

ARTICLE 9: OPERATING CONDITIONS

iNNERSHiP strives to provide access to the site 24 hours a day, 7 days a week, except in cases of force majeure or events beyond iNNERSHiP's control, and subject to possible outages and maintenance required for the proper functioning of the site and services. In the event of a security incident affecting users' personal data, iNNERSHiP agrees to notify the affected users within the timeframes required by applicable legislation (including the GDPR).

Non-blocking Anomalies and Semi-blocking Anomalies are not considered Service interruptions.

The Licensee acknowledges that bandwidth fluctuations and issues with the internet service provider are factors that may impact the services provided by iNNERSHiP CORPORATION and are beyond its technical control.

The Licensee acknowledges having verified that their equipment and infrastructure are compatible with the Platform.

iNNERSHiP agrees to provide the requested service in accordance with the contractual provisions, for which it is bound by an obligation of means.

ARTICLE 10: RESTRICTIONS ON USE OF THE PLATFORM.

The Platform may only be used by the Licensee for the purposes set out in the Agreement and in the special conditions. In particular, the Licensee agrees not to use the Platform to process personal data outside the conditions provided for in this Agreement and the iNNERSHiP Privacy Policy.

ARTICLE 11: OBLIGATIONS OF THE LICENSEE

11.1 Capacity

The Licensee agrees to have the power, authority, and capacity necessary to enter into and perform this Agreement.

11.2 Good Faith

The Licensee agrees to provide accurate and up-to-date information and to report any changes to the information provided under this agreement. iNNERSHiP CORPORATION may request from the Licensee any document necessary to verify the accuracy of the information provided, including with respect to personal data processed.

11.3 Obligation of moderation and restraint

Anyone using the Platform is prohibited, including but not limited to, from sharing information or content that infringes on others' privacy, collecting personal data without appropriate consent, or using the Platform in a way that violates laws relating to the protection of personal data.

11.4 Confidentiality and security

The Licensee agrees to comply with all applicable legal requirements, including laws relating to the protection of personal data. In the event of a compromise of passwords or personal data, the Licensee must immediately notify iNNERSHiP in accordance with legal requirements for reporting personal data breaches.

11.5 Consequences of non-compliance with obligations

If there is a breach of obligations relating to the security of personal data, unauthorized disclosure, or violation of confidentiality, iNNERSHiP reserves the right to immediately suspend access to the Platform and terminate the Agreement, without prejudice to legal remedies and possible damages.

ARTICLE 12: PERSONAL DATA AND PRIVACY

The Client, Users, and General Public Users must review the iNNERSHiP Platform's Privacy Policy and personal data processing policy. Please note that the Policy may be updated and it is the users' responsibility to check it regularly.
The Licensee acknowledges that they are responsible for ensuring compliance of the processing they carry out on personal data, particularly in the context of services provided to Users, and agrees to comply with applicable legislation, including with respect to personal data protection.

The Client is reminded that iNNERSHiP CORPORATION is only responsible for processing for which it determines the purposes and means, and that the Client must always comply with the applicable legal framework and the guidance of data protection authorities. The fact that the Platform is developed with Privacy by Design principles in mind does not exempt the Client from complying with current laws and regulations, including prior formalities and the rights of individuals whose personal data may be processed by the Client as the data controller.

iNNERSHiP CORPORATION can in no way be held responsible for personal data processing carried out by the Licensee, even if the Licensee uses data flows between iNNERSHiP CORPORATION's site(s) and the Platform User. In this regard, it is expressly stated that not only is the use of these data flows contractually prohibited, but it may also constitute a criminal offence.

ARTICLE 13: LICENSEE COLLABORATION

Use of the Platform requires the immediate, full, and active collaboration of the Licensee. If the Licensee does not fully cooperate with the licensor, including by failing to comply with the provisions of this agreement, they will not be entitled to any compensation in the event of malfunction or other issues with the Platform.

The Licensee agrees to proactively cooperate with iNNERSHiP by providing all necessary information and access to ensure the proper functioning of the Platform. In the event of a failure to collaborate, especially if the Licensee does not comply with the obligations set out in this agreement, iNNERSHiP may suspend its services without compensation or liability.

ARTICLE 14: AGREEMENT REGARDING DATA USE

The Licensee agrees that iNNERSHiP CORPORATION may collect, maintain, and use information related to the use of the Platform, such as technical, diagnostic, and performance information, in compliance with current privacy rules. This information may be used to improve products, offer updates, and provide services related to the Platform. The Licensee acknowledges that this information may be used in anonymized form, and that users' prior consent will be required if necessary.

ARTICLE 15: CONFIDENTIALITY OBLIGATION

Unless otherwise agreed by both parties, they agree not to disclose to third parties, except as required by law or court order, any information they have access to in the context of this agreement.

Each party specifically agrees not to disclose documents or information provided by the other in connection with the performance of this agreement and to ensure that their employees comply with this provision.

The parties agree to maintain the confidentiality of sensitive information, including personal data, to which they have access under this agreement. In the event of a breach of this confidentiality obligation, the responsible party may be subject to legal and contractual sanctions, including a claim for damages.

ARTICLE 16: FORCE MAJEURE AND ACT OF GOVERNMENT

Neither party to the Agreement shall be held liable if the performance of the contract is delayed or prevented due to force majeure, unforeseen circumstances, or external causes, such as: natural disasters, strikes, war, earthquakes, fire, explosions, actions by civil or military authorities, water damage, malfunction or interruption of the electrical or telecommunications network—this list being indicative and not exhaustive.

The same applies in the case of an act of government. This refers to an external event involving a measure taken by a public authority that makes it more difficult to perform the Agreement.
The party affected by a case of force majeure or an act of government must inform the other party as soon as possible, by any written means that ensures notification. The affected party must also do everything possible to limit the effects of the force majeure or act of government on the performance of its obligations.

ARTICLE 17: PROBLEM RESOLUTION

If the service malfunctions, the Licensee must contact **support@innership.com** and ensure that the difficulties they are experiencing are actually related to the Platform and not, for example, to the state of their own network and/or information system.

The Licensee is informed that Support is intended to resolve issues and cannot in any way compensate for a lack of training on the Licensee's part. iNNERSHiP reserves the right to refuse to handle a Client's request if their behaviour or the frequency of their requests amounts to a training service or disrupts the normal operation of the support service.

Issues refer to any malfunction, error, or failure of the Platform that prevents its normal operation in accordance with the provided documentation. When requesting support, the Licensee must ensure that the problem does not originate from their own environment (network, information system, personal configuration).
iNNERSHiP reserves the right to refuse any support request if it results from a lack of training, improper use, or an excessive volume of repetitive requests.

ARTICLE 18: LIMITATIONS AND EXCLUSION OF WARRANTY

To the extent permitted by applicable law, iNNERSHiP provides access to the Platform and (if applicable) any related support services ("support services") without any express or implied warranty.

The Platform and support services are provided as is and with all their imperfections. iNNERSHiP expressly excludes all other express or implied warranties, including, without limitation, any (if applicable) implied warranty of quality, fitness for a particular purpose,

non-infringement of third-party rights, absence of viruses, or accuracy of information in the documentation.

iNNERSHiP specifically excludes, without limitation, any warranty against any interruption in the full or partial operation of the Platform, its malfunctions, and its errors. iNNERSHiP does not guarantee that defects in the Platform will be corrected.

No information or advice, communicated in any way, including orally or in writing by iNNERSHiP or any of its representatives, can create a warranty for the benefit of the Licensee.

The limited warranty set out above is the only warranty granted to the Licensee by iNNERSHiP. iNNERSHiP expressly excludes all other warranties, including statutory warranties, other than those set out above. This exclusion specifically includes any warranty against hidden defects (to the extent permitted by applicable regulations), absence of defects as defined by applicable laws and regulations, or fitness for a particular purpose.

If the performance of the contract or any obligation of iNNERSHiP is prevented, limited, or affected due to, among other things, transmission network failure, infrastructure collapse, power outage, law, injunction, government request or requirement, strike, or any other circumstance beyond iNNERSHiP's reasonable control, then, provided that the Licensee is promptly notified of the situation, iNNERSHiP will be excused from performing its obligations for the duration of the prevention, limitation, or disruption. Likewise, the Licensee will, to the same extent and in the same context, be excused from performing their obligations affected by the above context.

To the extent permitted by applicable law, iNNERSHiP excludes any express or implied warranty, including but not limited to warranty against hidden defects and warranty of conformity, except for legal warranties that cannot be excluded by law.
In no event shall iNNERSHiP's liability exceed the total amount paid by the Licensee under this contract for the relevant service.
iNNERSHiP cannot be held liable for indirect losses, such as loss of data, loss of profit or revenue, or any indirect damage resulting from the use of the Platform.

ARTICLE 19: EXCLUSION AND LIMITATION OF REMEDIES AND COMPENSATION

19.1: Exclusions

iNNERSHiP, its directors, partners, officers, or employees cannot be held liable for any indirect damages (including, but not limited to, damages due to loss of business or profits, business interruptions, loss of business data, etc.), or direct losses of business, profits, or revenue, whether foreseeable or not, arising from the use or inability to use the Platform or its documentation, regardless of the legal basis invoked.

The above limitation of liability does not apply in cases of gross negligence, wilful misconduct, or breach of legal obligations. iNNERSHiP cannot be held liable for indirect damages such as

loss of data or business opportunities, except in cases of clear negligence or direct breach of legal obligations towards consumers.

19.2: Limitations

The total liability of iNNERSHiP under this Licence for any damages suffered as a result of the Platform, and arising in any way, within the limits expressly specified in the licence, can in no case exceed the amount paid for the acquisition of the rights to use the Platform that caused the damage. This limitation does not apply in the event of death or bodily injury resulting, in particular, from negligence on the part of iNNERSHiP, if (and to the extent that) the applicable law provides for such liability. The provisions of this licence do not affect or undermine any legal provisions protecting consumers who have acquired the mobile Application and access to the Platform outside of any professional activity.

ARTICLE 20: HIGH-RISK APPLICATIONS

This Platform was developed for general use in the context of supporting collective change in organizations, by mobilizing each individual's strengths. This Platform is not designed or intended for use in high-risk applications, especially those that could cause bodily harm. If the Licensee uses the Platform in a hazardous context, it is their responsibility to take all necessary measures to ensure optimal safety conditions. iNNERSHiP declines all responsibility for damages caused by the use of the Platform in a high-risk context.

This Platform is not designed for use in high-risk sectors or contexts, such as those related to health, safety, or any application where a failure could cause bodily harm. In such cases, the Licensee must take all appropriate safety measures and ensure that their use complies with all applicable legal standards.

ARTICLE 21: TRAINING

The Licensor recommends that the Licensee take the training provided by the Licensor for using the Platform. Training will be billed according to the rates in the commercial offer.

Training provided by iNNERSHiP is optional and available as online modules or in-person sessions. The content and pricing of the training are defined in the commercial offer and may be adapted to the Licensee's specific needs.

ARTICLE 22: TERMINATION

This contract may be terminated at its expiry; otherwise, it will be automatically renewed according to the terms set out in Article 6 of this contract.

Either party may terminate the contract automatically and without compensation in the event of force majeure or act of government lasting more than thirty days.

iNNERSHiP may terminate this Agreement at any time and without notice if the Licensee does not comply with the terms of this agreement. Following such termination, the Licensee must stop using the Platform, and all rights granted under this licence will end.

ARTICLE 23: GENERAL PROVISIONS

If either party does not require the application of a clause, this cannot be considered a permanent waiver of that clause.
Any electronic communication related to this contract will be handled in accordance with the privacy policy and applicable data protection regulations.

23.1: Invalidity

If any provision of this licence agreement is declared invalid under any rule of law or applicable legislation, it will be deemed unwritten without affecting the other clauses, which will remain in full force and effect.

23.2: Waiver

If the Licensor does not require the application of any clause in this contract, this cannot in any way be considered a waiver by the Licensor of the rights arising from that clause.

23.3: Communications

For any exchanges by electronic means (email and use of contact forms in particular), the date and time on the iNNERSHiP server will be considered authoritative between the parties. This information will be kept by iNNERSHiP for the entire duration of the contractual relationship.

ARTICLE 24: APPLICABLE LAW AND JURISDICTION

This contract is governed by French law.

Any dispute relating to the performance or interpretation of this contract will, subject to legal exceptions, fall under the exclusive jurisdiction of the Commercial Court of Montpellier, whether or not there are multiple defendants or third-party claims.

Before initiating any legal proceedings, the parties agree to attempt to resolve the dispute amicably, including through mediation. If mediation fails, the dispute will then be submitted to the competent court as defined above.