

Terms & Conditions of Use

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Depending on your location, different Terms of Service may apply. For more information, please visit our legal center: <https://qomon.com/legal-center>.

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Important Notice

Users are invited to carefully read and understand these General Terms and Conditions of Use before accepting them. Browsing the gomon.com website, owned by the Qomon brand and operated by Dolphins sas, and accessing the services offered by Qomon on the gomon.app and gomon.org websites, as well as on the applications developed by the brand, implies full and complete acceptance of these conditions.

By clicking on the "accept" button or by using the services, you accept the terms of these Terms of Use and acknowledge that you have read and understood the following conditions, including those of our privacy policy.

You are not required to accept these Terms of Use, but if you do not, you will not be able to access Qomon's services as a user.

Preamble

"Qomon" (hereinafter the "Provider") is the brand and trade name of DOLPHINS SAS, a company registered at 1-3 Place Martin Levasseur, 93400 Saint-Ouen-Sur-Seine, France and 55 rue des Francs Bourgeois, 75004 Paris, France.

Qomon is a platform for digital organizing and a Citizen Activist Relationship Manager available on the web and on a mobile application which includes databases, communication, online and field surveys and questionnaires, petitions, door-to-door canvassing, phoning, information sharing and exchange, action and reporting modules, volunteer

management, data analysis, mapping, profile analysis and in some cases, fundraising tools.

Qomon is a SaaS software (a software "As a service"). Access is free for an End User, who then has the option to create an account, a password and access their personal profile. To access more services, they must be invited by a Client or Subscriber who has subscribed to a plan (also called subscriptions), add-on (additional features), and "services+" linked to their account (training, support, white-label, private API, high-precision Geocoding). Each organization or individual (hereinafter the "Clients") who subscribes to Qomon's plans creates their own environment on the Qomon platform (also called "space"). For more information on prices, financial terms, and purchasing conditions, please refer to the General Service Conditions (TOS).

As part of their use of the Qomon software, Clients can provide personalized access to members of their team, hereinafter referred to as End Users. It is understood that when Clients access and navigate the Qomon platform, they are also considered End Users under these terms and conditions.

These General terms and conditions of use (Tosend) aim to define the terms and conditions under which a Client or an End User can use the Services.

1. Definitions and Interpretations

1.1. Terms of Use: the policy regarding the use of Qomon's Services described in these terms.

1.2. Services: the services provided by the Provider under these terms of use, including the provision of access to the Qomon platform and mobile application.

1.3. The Qomon platform is the web-based interface. It allows for the management of the analyses, the maps, the database, the parameters, the invitation of the members etc. The Qomon platform is accessible on a browser via the url: qomon.app. Compatible browsers for optimal navigation in the services are Google Chrome and Firefox.

1.4. Qomon Mobile is any Qomon mobile application accessible via the play stores and apple store or for Enterprise accounts in SDK.

1.5. Software: the software licensed by Qomon to the End User, including the Qomon Platform and Qomon Mobile.

1.6. Client or Subscriber: an organization or person who has subscribed to an online plan, signed a quote, or confirmed by email their subscription to a Starter, Premium, Organization or Enterprise subscription provided by Qomon.

1.7. End User: refers to the end user who creates their account alone or more commonly is authorized by the Client to use the Services. For example: a member of their team.

1.8. User Account: individual access rights to the Services granted to a Client or End User by the Provider; associated with a personal profile and password.

1.9. End User Content refers to data entered by the End User for the purpose of using the Qomon Platform or mobile

applications or to facilitate the End User's use of the Qomon Platform.

1.10. License: the commercial agreement between the Provider and the Client for the use and access to Qomon Services.

1.11. Provider's Intellectual Property (IP) refers to the intellectual property rights of Qomon Applications, Platform, Software, and Services and all updates or modifications thereof.

1.12. Provider Content: information entered by the Provider (Qomon) or on behalf of the Provider into the platform, which includes regulatory updates, articles, news, and analyses, as well as terms and other documents.

1.13. Third Party: any person other than the Client, End User, Subscriber, or Provider.

1.14. Website: refers to the Qomon commercial and marketing website accessible at qomon.com.

2. Object and Access to Services

2.1. By accepting these Terms of Use, the Provider grants the End User a non-exclusive and non-transferable license to use the Qomon Platform and Qomon Mobile for the duration of the License, solely for the needs of the Client.

2.2. When using the Qomon Platform and mobile applications, the End User must not access, store, distribute, or transmit malware or any other material considered illegal or harmful or facilitating illegal activity.

2.3. The End User agrees to use the Qomon Platform and Qomon Mobile in accordance with the usage policy described herein.

2.4. The End User must not, except to the extent expressly authorized by Article L.122-6-1 of the French Intellectual Property Code:

- 2.4.1. Attempt to modify, duplicate, create derivative works of, or distribute all or any part of the Qomon Platform and Qomon Mobile (as applicable).
- 2.4.2. Attempt to reverse engineer, decompile, disassemble, translate, modify, or create derivative works from the Software.
- 2.4.3. Access all or part of the Qomon Platform to build a product or service that competes with the Qomon Platform and mobile applications.
- 2.4.4. Use the Qomon Platform and Qomon Mobile to provide services to third parties or in any other way not related to the Client.
- 2.4.5. Grant a license, sell, rent, transfer, assign, distribute, display, disclose, or commercially exploit in any other way or make the Qomon Platform and mobile applications available to any third party.
- 2.4.6. Create hypertext Internet links to or from the Services or "segment" or "duplicate" an element of the Services.

2.5. To be eligible to use the Qomon Platform, the User agrees to meet the following criteria and declares and warrants that:

- 2.5.1. They will maintain only one user account at a time (unless explicitly authorized by the Provider).

- 2.5.2. They will provide all necessary equipment, hardware, and internet access to use the Qomon Platform and mobile applications.
- 2.5.3. They will have the latest known version of the browser and, for optimal navigation, prefer to navigate on Chrome or Firefox and have enabled the JavaScript functions of their internet browser.
- 2.5.4. For Qomon Mobile, they will have a smartphone with an internet connection and a model/version of the smartphone that still accepts new updates.
- 2.5.5. They will comply with all applicable data protection rules and regulations at the time of use and, in particular, use the Services in accordance with the recorded processing activities described therein.

2.6. The End User understands and accepts that the use of the Qomon platform and mobile applications may result in the application of certain incidental usage fees during installation and use of the service. These fees may, among other things, be charged by mobile network operators or Internet service providers. The End User should consult their mobile data or Internet data plan to identify any fees that may be incurred before installing and using these Services. The Provider is not responsible for these fees.

2.7. Use by minors - Parental/guardian consent

The Services are intended to be viewed and used by persons aged 16 or over. You declare and warrant that you are the person whose name and other information has been provided for the account that you have or are creating. You declare and warrant that you are either (x) at least 16

years of age, or (y) a parent or legal guardian over the age of 18 of the person who wishes to use the services. In the event that you have consented and authorized a minor to use the Services under your Account, you acknowledge and agree that you are fully responsible for the minor's online conduct, access and use of the Services by the minor, the consequences of any improper use by the minor, and any problems caused by the use of the Services or by your child viewing any part of our Services.

Please note that we do not knowingly collect or solicit personally identifiable information from children under the age of 16. If you are under 16 years of age, please do not attempt to register for the Services or send us any personal information about yourself.

If we learn that we have collected personal information from a child under the age of 16, we will delete that information as quickly as possible. If you believe that a child under the age of 16 may have provided us with personal information, please contact us at support@qomon.com.

2.8. User Accounts

The End User agrees to keep the password for accessing their user account for the use of the Qomon and Qomon Mobile platform secure and confidential.

You agree to (i) provide truthful and accurate registration information as we request it; (ii) promptly inform us of any changes to your registration information, including but not limited to your address and email address; (iii) take all reasonable precautions to protect access to your password and prevent unauthorized access or use of the services; (iv) promptly notify us of any unauthorized use

of your login information or the services of which you become aware; and (v) ensure that you log out of your account at the end of each session.

If you are a developer using our API, you will not share your API ID, secret key, token and/or password with anyone, and you must protect the security of your Qomon space.

In the event that the user notices any malicious use of their account, they undertake to inform Qomon immediately by email to the following address:

support@qomon.com.

2.9. Unauthorized use of your account

You are responsible for maintaining the confidentiality of your Account login credentials (username and password) and not sharing them with unauthorized users. If you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions, and modifications of your information or your space's Data. We will not be held liable in any way (including, but not limited to, for any breach or use of your Data, your space or organization's Data, or your Qomon database Data), to you or any third party, if your Account is hacked or accessed by an unauthorized person or party, except to the extent that such unauthorized access is directly due to our negligence.

We cannot and do not want to be responsible for your use of the Services in a way that violates the law. As the Services are provided by a French company, French law applies.

We may suspend or terminate the Services if you do not comply with our Terms and Conditions. Clients whose access to spaces we terminate for

breaching these Terms may no longer be authorized to access the Services in the future.

2.10. User organization

If you are using any of our Services on behalf of an organization or entity, you represent that you have the right to act on behalf of that organization or entity, and that these terms and conditions apply to the entire organization or entity. All references to "you" in these terms and conditions will then refer to this organization or entity.

2.11. Use of a "test" platform or an account with a "trial period".

2.11.1 A test platform or Sandbox is made available and pre configured by Qomon for testing purposes. The user of a test platform expressly acknowledges having the same obligations and limitations as any End User under these terms. In addition, the space made available to them, its content, and the data contained in the space, belong exclusively to Qomon. In addition to the obligations contained in other sections, users of the Test Platform agree to use the platform solely for internal testing purposes and therefore agree not to provide any personal data without consent (i), delete personal data entered on the platform once the "test" is completed (ii), invite to the platform only those persons necessary for the test, members of their team, with a maximum of 10 guests (iii), not attempt to manipulate and reproduce the Services (iv), not attempt to use the Services maliciously (v), not derive any economic benefit from work done during the test (vi), without this list being exhaustive. Qomon may at any time - without justification - terminate the test period and close access to the platform.

2.11.2 Space with a "trial period"

In some cases, Qomon may grant you a non-exclusive, non-transferable, and revocable license to use its SaaS platform or its Services, for a trial period of 7 days (the "trial period") from the date of creation of your space. In the case of a trial period, the connected User is an End User, and if they created the space, they are also a Client under these terms. The User agrees to use the Service only for internal evaluation purposes.

3. Location-Based Services

3.1. In accordance with the best practices and guidelines of the CTIA (International Wireless Telecommunications Industry Association) regarding location-based services, the Provider is required to explain to the End User the location aspect of the service. The express consent of the End User will be obtained before access to the geolocated aspect of the Qomon platform and Qomon Mobile is provided.

3.2. Geolocation services are an integral part of the operational aspect of the Services - including Qomon Mobile. For the geolocated aspect of the Service to work properly, the Provider must be allowed to communicate with the phone/tablet and/or computer on which Qomon Mobile is used. In doing so, the Provider will attempt to identify the device's location. This requires the collection, use and sharing, among other things, of precise coordinate data, including the real-time geographic location of the device with the Provider. This information is retained for the duration of

this Agreement and for a short period after its termination.

3.3. The Provider or the client obtains the consent of the End User before using the Qomon platform and Qomon Mobile. The End User authorizes the Provider to collect and use their data in order to provide the Services. The End User will have access to the privacy dashboard on their phone, where the End User or the Client can disconnect a device from the geolocated aspect of the Services. If this action is taken, the Provider may not be able to provide the Services and spatial data may be compromised as a result.

3.4. The Provider states that these Services are not suitable for emergency locations and should not be considered as such. The Provider will not be responsible for any reliance placed on these services, including in the event of death or serious injury.

4. Durations of the License

4.1. The "license term" begins on the date of acceptance of these general terms and conditions and continues as long as the Provider makes the Qomon platform and mobile applications available to the end user.

4.2. Access for end users may be automatically disabled and become non-operational at the end of the license period.

4.3. The end user may at any time request termination of their account directly on the Qomon platform or Qomon Mobile or by contacting support by email at support@qomon.com.

4.4. The end user may at any time request the deletion of their personal data via the Qomon mobile or Qomon platform settings or via the dedicated interface available [here](#).

The Provider must delete all data related to the End User's account within 30 days. The deletion of their personal data will automatically result in the termination of the account.

5. Third Parties

5.1. The End User acknowledges that in using the Services, the End User may be able to access or be redirected to content from third-party websites or services, correspond with them, and purchase products and services from them through third-party websites or platforms. The End User accesses such information at their own risk.

5.2. The Provider makes no representation, gives no undertaking, and has no responsibility or obligation of any nature whatsoever regarding the content, use, or correspondence with the third-party website or tool, or any transaction made and any contract concluded by the End User with such third party. Any contract entered into and any transaction made through a third-party website is between the End User and the relevant third party, and not the Provider.

6. Obligations of the Provider

6.1. Service availability

The Provider undertakes to provide the Services with skill and care corresponding to the rules of the art of its software publishing profession and strives to ensure maximum access to the service 24/7. In particular, the Provider ensures the hosting of the Services as well as the contents produced, uploaded, and exchanged by the Users. The provider strives to ensure optimal availability of the server infrastructure, subject to maintenance and update periods necessary for the maintenance and security of the infrastructure.

6.2. Notwithstanding the foregoing:

6.2.1. The Provider does not guarantee that the use of the Qomon platform and mobile applications by the End User will be uninterrupted or error-free, nor that the Qomon platform and mobile applications, services, Provider content, and/or information obtained by the end user through the Qomon or Qomon Mobile platform will meet the needs of the End User.

6.2.2. The End User acknowledges the limitations of the Internet network, particularly the risks of interruption and interception by third parties of the data and information that they consult or transfer via the Platform or Application, for which the Provider is not responsible.

6.2.3. The Provider is not responsible for delays, delivery failures, or any other loss or damage resulting from the transfer of data over communication networks and installations, including the Internet.

6.3. New Versions and Updates: The Provider reserves the right to modify the Qomon platform and Qomon Mobile at any time. In particular, the Provider may make new features and improvements available to the End User.

6.4. Maintenance and Access to Technical Support

6.4.1. Support

The Provider offers Users technical support and assistance in using the Service. Support is accessible via a chat module in the "Help" section of the Platform, as well as by email at support@qomon.com.

6.4.2 Qomon is committed to correcting any malfunctions found on the Services or the Platform and Mobile Application. Users report any malfunction via the chat module of the platform or by writing to the support address, making every effort to provide as much useful information as possible, in particular the version of the Application used indicated in the settings or the browser used in the case of the Web Platform.

If the Provider finds that the malfunction is not due to the Services or the Platform, it will immediately inform the User. Otherwise, it will use the necessary means to correct the malfunction within a time frame that it will try to reduce to a minimum.

6.5. Other Services: The User acknowledges the limitations of the internet network, particularly the risks of interruption and interception by third parties of the data and information that they consult or transfer via the Platform, for which Qomon is not responsible.

6.6. All warranties, representations, conditions and all other terms, to the extent permitted by applicable law, are excluded from these terms of use.

7. Intellectual Property Rights

7.1. The End User acknowledges and agrees that the Provider and/or its licensors own all intellectual property rights to the Provider's intellectual property. Unless expressly stated in these Terms of Service, these Terms of Service do not grant the End User any rights in relation to patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses relating to the Provider's intellectual property.

7.2. You agree not to modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in these Terms), create derivative works based on, or exploit in any way, the Services. You are permitted to copy or download certain content from the Services; it is worth noting, however, that the existence of this feature does not negate the above restrictions- they continue to exist.

7.3. Ownership of all intellectual property rights and other rights in the services and the website, including, but not limited to, the software, design, layout, content, links, illustrations, logo, taglines, and others remain ours and that of our licensors, developers, and partners, as applicable. All content is protected by copyright and belongs to us or is used with permission.

7.4. The items displayed or executed or available on or through the Services, including but not limited to text, graphics, data, articles, photos, images, illustrations, and so on (all of the foregoing, the "Content of the Services") are protected by copyright and/or other intellectual

property laws. You agree to comply with all copyright notices, trademark laws, information, and restrictions contained in any content of the services to which you access through the Services, and you will not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, download, display, grant a license, sell, or otherwise exploit, for any purpose, any Content of the services that you do not own, (i) without the prior consent of the owner of that Content of the services or (ii) in a manner that violates our rights or those of any third party.

7.5. The End User or the Client, as the case may be, owns all rights, titles, and interests related to all of the End User Content and is solely responsible for the legality, reliability, integrity, accuracy, and quality of the End User Content.

8. Limitation of Liability

8.1. This clause defines the entirety of the financial liability of the Supplier (including any liability for the acts or omissions of its employees, experts, collaborators, agents and subcontractors) towards the End User.

8.2. The user acknowledges that Qomon acts only as a hosting subcontractor for certain features (such as petitions, online forms and questionnaires) on behalf of its Clients. Qomon does not collect any personal data (including via tracking systems or cookies) on the qomon.org services for its own account. It is the responsibility of the Client to provide all information regarding the personal data of the users of its features.

8.3. The content and information displayed on the Services are the sole responsibility of the Client who provides this content, and you access this content and information at your own risk. We are not responsible for errors or omissions in this content or information, or for any damages or losses you may incur in connection with them. We do not verify the content posted on the services, and any questions regarding this content should be addressed to its owners. You are solely responsible for interactions with other End Users of the services.

8.3.bis The Customer is solely responsible for the collection and processing of personal data that it carries out via the Services. It undertakes to comply with the regulations applicable to the processing of personal data and, more specifically, the regulations relating to transparency and the targeting of political advertising. They undertake, in particular, not to distribute political advertising to persons who have not expressly consented to it, or to minors who are more than one year below the voting age in the territory concerned. Any clear violation of these regulations brought to the Supplier's attention may justify the suspension or even termination of the Licence. The Customer is solely responsible for the collection of personal data that it imports and processes using the Services, for its deletion within the legal time limits or in the event of withdrawal of consent by the persons concerned, for informing the persons concerned and for the exercise of their rights. In the event of a complaint or action by a person relating to the violation of their personal data as a result of the Customer's use of the Services, the Customer shall indemnify the Supplier against any financial penalties and any costs incurred in connection with its defence.

8.4. Nothing in these conditions excludes the liability of the Supplier in case of death or personal injury caused by the negligence of the Supplier or in case of fraud or fraudulent misrepresentation.

8.5. Subject to clause 4:

8.5.1. The Supplier shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses of any nature whatsoever arising out of or in connection with these Terms; and

8.5.2. The Supplier's total liability to the End User in respect of all claims made under or in connection with these Terms, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, arising in respect of the performance or contemplated performance of these Terms for the End User shall be limited to the total fees paid by the Client during the twelve (12) months immediately preceding the date on which the claim arose. In the event that a claim is made by the Client on behalf of the End User, the sole liability of the Supplier shall be as defined in the License (if any), the General Service Conditions (TOS) and the End User shall not be entitled to separately pursue the Supplier under these Terms for the same claim.

8.5.3. The End User hereby agrees to indemnify and hold the Supplier and its licensors harmless from any liability, damages, judgments, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with

the End User's use of the Qomon and Qomon Mobile platforms in a manner inconsistent with these Terms.

9. Suspension and Termination

9.1. These terms of use, unless terminated earlier in accordance with their terms, shall commence on the date of acceptance of these terms of use and shall continue for the duration of the License.

9.2. These terms shall terminate upon expiration of the License, i.e. upon deletion of the final user's account.

9.3. The Provider may provide access to the Qomon platform and mobile applications for trial purposes in accordance with these terms. Such access may be terminated by the Provider at any time.

9.4. The Provider reserves the right to refuse to grant a license for the Qomon platform and Qomon Mobile to the End User or to remove the End User's access rights to the Qomon platform and mobile applications at any time and at its sole discretion.

9.5. In the event of termination of these terms for any reason:

9.5.1. all rights granted to the End User under these terms of use shall cease; and
9.5.2. the accrued rights of the parties at the time of termination, or the continuation after termination of any provision expressly stated to survive or which by its nature is intended to survive termination, shall not be affected or prejudiced.

10. General Provisions

10.1. If any provision of these Terms of use is held to be invalid, unenforceable or illegal by a competent court or administrative body, the remaining provisions shall remain in effect.

10.2. These Terms, the General Conditions of Service and the License (as applicable) constitute the entire agreement between the parties and supersede any prior arrangement, understanding or agreement between them relating to the subject matter covered by them.

10.3. Each party acknowledges and agrees that in entering into these Terms, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or agreement (whether written or not) of any person (whether or not a party to these Terms) relating to the subject matter of these Terms other than as expressly set out in these Terms.

10.4. The End User shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or otherwise dispose of all or any of its rights or obligations.

10.5. The Supplier shall have no liability to the End User under these Terms if it is prevented or delayed in performing its obligations, or in carrying on its business, by events beyond its reasonable control.

10.6. The terms and conditions of the Subscription Agreement (TOS) or the signed quote by the Subscriber (as applicable) shall prevail over the terms

and conditions of these Terms to the extent of any conflict. The conditions contained in any order acknowledgement or invoice shall be of no effect, even if such order acknowledgement or invoice provides that the Supplier's acceptance of the order is conditioned upon the End User's agreement to the proposed conditions contained in such order acknowledgement or invoice.

10.7. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, French law.

10.8. The parties irrevocably agree that, in respect of any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims), the French courts shall have jurisdiction.

11. Usage Policy

Unless expressly provided for in these terms of use or authorized by local legislation, you agree not to:

11.1. Use the Services for illegal or unlawful purposes, act dishonestly, fraudulently or unprofessionally by posting inappropriate, inaccurate, or objectionable content on or through the Qomon platform and mobile applications;

11.2. Collect personal or sensitive data relating to a data subject without obtaining that person's explicit consent for each purpose of the collection and processing of such data;

11.3. Make any temporary or permanent reproduction by any means and in any form, in whole or in part, of the permanent aspects of the Qomon platform and Qomon Mobile;

11.4. Perform any translation, adaptation, arrangement, or any other alteration of the permanent aspects of the Qomon platform and Qomon Mobile;

11.5. Make any form of public distribution of the Provider's IP content, in whole or in part, or copies thereof;

11.6. Remove or modify any copyright or other proprietary notice from any part of the Provider's IP;

11.7. Disseminate, sell, give, rent, lease, offer or exhibit for sale, or distribute the Qomon platform, or any other product entirely or partially derived from the foregoing;

11.8. Create a User account for anyone other than an individual person without express permission from the Provider;

11.9. Illegally input personal data of any individual;

11.10. Harass, abuse, or harm another person, including sending unwanted communications to other individuals using the Qomon platform and mobile applications;

11.11. Use or attempt to use another user's account or create a false identity using the Qomon platform and mobile applications;

11.12. Participate, directly or indirectly, in the establishment or development of a network aimed at implementing practices similar to network marketing or the recruitment of independent home sellers

with the aim of creating a pyramid scheme or other similar practices;

11.13. Disassemble, decompile, disassemble, decrypt, or otherwise attempt to derive the source code of any underlying intellectual property used to provide the Qomon platform, or any part of it;

11.14. Use software, devices, scripts, robots, other means or automated processes to access, "scrape," "crawl," or "spider" any web page or any part of the Qomon platform;

11.15. Infringe or use the trademarks, logos, and/or brands of the Provider, including, but not limited to, the use of the word "Qomon" in any company name, email or URL or inclusion of the Provider's trademarks and logos, except as provided for in the branding guidelines created by the Provider or as expressly authorized by the Provider.

11.16. Use bots or other automated methods to access the Qomon platform and mobile applications, add or download contacts, send or redirect messages, or perform other activities through the Qomon platform and mobile applications, unless explicitly authorized by the Provider;

11.17. Engage in "framing", "mirroring" or any other form of simulation of the appearance or function of the Qomon platform and mobile applications or any website from which the Qomon platform is provided;

11.18. Attempt to access or actually access the Qomon platform and Qomon Mobile by any means other than through the interfaces provided by the Provider such as its mobile application or by navigating to qomon.com or qomon.app

using a web browser. This prohibition includes accessing or attempting to access the Qomon platform through any third-party service, including "software-as-a-service" platforms that aggregate access to multiple services;

11.19. Establish a link to the website related to the Qomon platform for any purpose (i.e., including a link to the Provider's website other than the homepage), except with the express written permission of the Provider or for promotional purposes as defined in any brand guidelines;

11.20. Attempt to bypass or actually bypass any security component included in or underlying the Qomon platform;

11.21. Engage in any action that directly or indirectly interferes with the proper functioning of the Provider's infrastructure or unreasonably burdens it, including, but not limited to, sending unsolicited communications to other users or Provider personnel, attempting to gain unauthorized access to the Qomon platform, or transmitting or activating computer viruses through or on the Qomon platform.

11.22. Download, display, email, transmit, or otherwise make available or initiate any content that:

(i) falsely declares, impersonates someone else, or misrepresents your identity, including but not limited to the use of a pseudonym;

(ii) is illegal, defamatory, abusive, obscene, discriminatory, or otherwise objectionable;

(iii) adds content to a field that is not intended for that field (i.e. submitting a phone number in the "Name" field or any other field, or including personally identifiable information such as phone numbers, email addresses, postal

addresses for which there is no field provided);

- (iv) includes information that you are not authorized to disclose, use or make available under any law or fiduciary or contractual relationships;
- (v) infringes on patents, trademarks, trade secrets, copyrights, or other proprietary rights;
- (vi) includes any communication, advertising, promotional material, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited or unauthorized solicitation; and/or
- (vii) violates the rights of individuals under applicable data protection laws where the Services are used.

12. Other Conditions

12.1. Choice of Law

The Conditions are governed by French law, regardless of its principles of conflict of laws. These conditions are expressly governed by the application of French law.

12.2. Notices

We may send you notifications, whether required by law or for marketing or other business purposes, through text messages, email notifications, written or paper notifications, or by displaying such notification on the Services, as we determine. We are not responsible for automatic filtering that you or your email

provider may apply to email notifications that we send to the email address you provide us. We recommend adding support@qomon.app, support@qomon.com; hq@qomon.com or hq@qomon.app to your email address book to ensure you receive our email notifications.

12.3. Changes to the conditions

As previously indicated, we may revise and update these general conditions from time to time, at our sole discretion. All changes take effect as soon as we publish them.

12.4. Right to access your data

Please refer to our privacy policy or access our dedicated interface for more information on exercising your rights.

13. Contact Information

If you are a resident of the European Union, the General Data Protection Regulation ("GDPR") applies.

For any legal or contractual inquiries:

admin@qomon.com

For any other inquiries:

support@qomon.com

To learn more about how we process data, please refer to our [privacy policy](#).