LEGAL INFORMATION

General Terms and Conditions of Sale

Effective as of 1 June 2020

I. About FLAASH.ME

The Services are provided by FLAASH.ME, a société par actions simplifiée (simplified joint stock company) registered under the number 81799203500011, which is headquartered at 14 rue de la Fidélité 75017, Paris, France ("FLAASH.ME").

II. Scope of the General Terms and Conditions of Sale and Use

These general terms and conditions of sale and use ("GTCSU") are applicable to all use of and access to the Software. They shall be accepted electronically by the Client at the time of Subscription and upon each amendment of the GTCSU. In any event, the GTCSU are always available to Users on the Website.

The GTCSU shall prevail over all contractual documents issued by the Client.

The Client, the Administrators and the Employees acknowledge that they have read and understood the GTCSU and agree to be bound by such terms.

FLAASH.ME reserves the right to amend the GTCSU at any time by notifying the Clients and the Users of any new version. The latter, in turn, undertake to take note of such changes.

III. Definitions

The terms beginning with a capital letter in the GTCSU shall have the following meanings:

- Account means a valid account giving access to the Software and to the Services subscribed to by the Client;

- Account Creator means the natural person authorised by the Client to carry out the Subscription and define the Administrators' and Employee's accounts;

- Administrator(s) means the status authorising the creation of an Employee account and granting all administrative privileges (access, consultation, modification and export of Content), as well as configuring an Account;

- API (Application Programming Interface) means the programming interface allowing Clients to interconnect the Software to third-party tools (web or desktop application) under their sole responsibility;

- Client means the legal or natural person subscribing to the FLAASH.ME Software or the additional services (Services) for professional purposes only, which are part of their commercial, industrial, craft, self-employment or agricultural activity, including when he or she acts on behalf of another professional;

- Content means any content that Users may download and file from the Tools, including but not limited to Clients' and prospects' contact information, commercial documents, invoices, accounting journals, and Personal Data;

- Employee(s) means the natural persons employed by the Client and authorised to use the Software for professional purposes: they have access to an Account configured by the Account Creator, but do not have administration rights on the different Tools;

- License means the non-exclusive license to use the Software granted by FLAASH.ME to the Client and the Users;

- Party/Parties mean FLAASH.ME and/or the Client;

- Personal Data means any personal data relating to a physical person who is or could be identified, according to EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR);

- Price means the prices of the Tools and Services selected by the Client;

- Privacy Policy means the document drawn up by FLAASH.ME presenting how it processes the Client's and the Users' Personal Data and defining their corresponding rights https://go.FLAASH.ME.com/en/legacy-information/privacy-policy/

- Services means the additional services that may be provided by FLAASH.ME, at the Client's request, including configuration, assistance, integration or training, as defined in Article 4.2;

- Software is the Software offer named FLAASH.ME and offering several Tools (Lead Catcher And Management Platfrom) developed by FLAASH.ME that can be accessed by "software as a service" (SaaS), a mobile application or via an application programming interface (API) and to which the Client may subscribe;

- Subscription means the contractual commitment binding the Client to FLAASH.ME to use the Software.

- Term means the firm number of months (12) during which the Client is authorised to access and use the Software;

- Trial Account means the test account made available, free of charge, to a Third Party to evaluate the Tools under the conditions of Article 4.4;

- Users means the Account Creator, Administrators, Employees and, where applicable, the third-party clients of the Client to whom it shall give specific and strictly limited access, as well as any third party who has obtained access to the services on a Trial basis.

- Website means the FLAASH.ME website accessible at https://flaash.me and presenting the Software and the Services.

IV. Description of the Software Offer & Services provided by FLAASH.ME

4.1. Description of the Software

FLAASH.ME is a software that offers several online Tools (Lead Catcher and Management Platform), included on smartphones and tablets, with features allowing its Users to manage prospecting, events linked to QR codes and to store Content.

The Software is made available under the conditions provided for in these Terms of Sale and Use. The Users can contact the support Team by email to obtain information about access to the Software.

4.2. Description of the Services

At the Client's request, and for a fee, FLAASH.ME may, through its dedicated Consulting (i), Deployment (ii), Training and Integration (iv) Department, assist the Client for an optimal use of the Software.

The additional Services offered by FLAASH.ME at the Client's request are subject to an estimate, to :
(i) help the Client to identify his needs and recommend technical and functional solutions ;
(ii) configure the Software according to the needs expressed by the Client in the estimate ;
(iii) train Administrators and Employees to discover or optimise the use of the various features of the Software;
(iv) analyse and import the data, create connectors with third-party tools, according to qualified specifications validated with the Client.

4.3. Privilege levels and access to the Software

User Accounts are defined according to their privilege levels.

When the Client subscribes to Employee Accounts for one or more Employees, they have access to the Software as "Staff members" under the conditions defined by the Administrators.

Administrators have access to all the Employees' Content. Administrators may, under their sole responsibility, offer one (1) dedicated free access to a certified accountant only, who is a contracting partner of the Client, and who may consult the Content defined by the Administrators and, if necessary, download it.

By default, the Account configured by FLAASH.ME is an Account for the Creator.
Users may share Content, including with third-party customers of the Client.

4.4. Trial Account

FLAASH.ME offers to create a free account for a Third Party wishing to evaluate the Tools.

The Trial Account is made available for a period of fifteen (15) days from the date of access, and in the following conditions :

- It is possible to create only one (1) Trial Account, as a non-renewable offer;
- FLAASH.ME may, at the Third Party's request, and without being obliged to, grant them the benefit of an additional fifteen (15) days period;
- The Third Party authorised to use a Trial Account acknowledges that they will access the Software for the sole purpose of testing the Tools before a paid Subscription, if any. In this respect, the Third Party is prohibited from using his/her Trial Account for any other purpose, such as performing any processing or services for any third party.
- The Third Party authorised to use a Trial Account must have read, and accepted the GTCSU before accessing the Software ;
- FLAASH.ME shall not be held liable for the use of the Software on a Trial basis, without warranty of any kind, in the event of malfunctions or temporary interruption, during the entire Trial period.
  FLAASH.ME reserves the right to delete without notice any Trial Account that does not comply with the foregoing provisions, or any provision of the GTCSU.
  In the event that the Trial period is not followed by the subscription of a paid Account, FLAASH.ME will delete the Trial Account and data associated, within ninety (90) days of its termination.

4.5. Client information

The Client acknowledges having verified the suitability of the Services to its needs, and having received all the information and advice necessary to subscribe.

To verify the suitability of the Tools to their needs, the Client may :
- obtain access to the Software on a Trial basis ("Trial"), in order to test the various features themselves, according to Article 4.4 of the GTCSU.
  The Client acknowledges having been fully informed by FLAASH.ME of the extent of its contractual obligations under the GTCSU.

V. Access to the Software & creation of an Account

5.1. Account Creator

In order to access and use the Software and its features, the Client and the Users must be legally able to enter into a contract and must comply with all applicable laws. The use of the Software and Services must be dedicated to professional purposes only.

At the Client's request, FLAASH.ME shall create an Account Creator, using the following information that the Client has provided:

- The name of the company;
- First and last name of the Account Creator;

- An email address, which must remain valid for as long as the Account remains active;

- A phone number;
- The country.
  The Account Creator undertakes to inform FLAASH.ME of any change in the information the Client has provided when creating the Accounts (Creator or Administrator). In the event of a change of the Account Creator, he or she must notify FLAASH.ME immediately in writing, by email or by sending a request to the support Team, informing them of the new information – including legal – relevant to the modification of the Account and the update of the Account.

5.2. User Accounts
The Account Creator, the Administrators and the Employees declare that they are authorised to use the Software and have accepted the GTCSU on behalf of the Client.

The Account Creator, the Administrator(s) set the configuration for the Employee Accounts (Staff members). The Account Creator, the Administrator also assume sole responsibility for determining, as the case may be, the access limited to the Client's third-party clients, who can access the following content: quotes, billing history and all documents sent to them by the Users. In this configuration, the Client's third-party Clients can: pay and sign electronically, access the support team, view Content, or modify information about them.

From their Account, Users access a dashboard allowing them to use the Software and have storage space for their Content.

Third Parties who have been granted access to the Software on a Trial basis declare that they are authorised to use the Software, and that they have accepted the

GTCSU in all their provisions.

5.3. Password
The password associated with the Account is strictly personal and confidential and should not be shared with third parties. Users are responsible for the loss or theft of their password.

FLAASH.ME recommends that Users change their passwords regularly and that they choose complex passwords that include specific letters, numbers and characters.

The User undertakes to inform FLAASH.ME immediately by email in the event of theft or loss of their identifiers or password.

VI. FLAASH.ME's Obligations

6.1. FLAASH.ME'S Obligations
FLAASH.ME grants the Client and the Users on behalf of the Client a non-exclusive right to access and use the Software in accordance with the GTCSU.

FLAASH.ME undertakes to exercise caution and diligence in providing a quality service, in accordance with the usual practices and the rules of the art.

FLAASH.ME shall endeavor to provide continuous access to the Tools, 24 hours a day/7 days a week, except in the case of scheduled maintenance as defined in Article 10.1.1 of the GTCSU, suspension of access or in the case of Force Majeure, as defined in article 15.5 of the GTCSU.

6.2. Obligations Associated With Client's Content
FLAASH.ME undertakes to:

- take the necessary measures to ensure the security and confidentiality of the Content throughout the Term;

- not use the Content for any purpose other than for providing the Tools (including the associated technical support);

- not alter, or transfer the Content ;

- take reasonable precautions to ensure the physical protection of the User Content.

VII. Client and User Obligations

7.1. Access to the Tools by the Users

Users must use the Software in accordance with the GTCSU. They agree to be bound by the License for the entire Term.

The Client has a personal right to use the Software under the conditions provided for at the time of Subscription. The Client undertakes to inform FLAASH.ME immediately of any overrun of the number of Users provided for.

The Client shall ensure that Users comply with the GTCSU.

To access the Software, Users must have access to a terminal connected to the Internet.

All costs necessary for the equipment and connection of Users to the Internet and their access to and use of the Software are the sole responsibility of the Client on behalf of whom the Tools are used. FLAASH.ME recommends that the Client subscribes to the paid Services for configuring the Tools provided by FLAASH.ME's Consulting, Deployment, Training and Integration Department. Failing this, Users shall assume sole responsibility for configuring the Tools and they alone shall verify their compatibility with their terminals.

7.2. Use of the Software

To use and access the Software, the Client and the Users agree to:

- always provide sincere and truthful Personal Data and update such data if necessary so that it remains complete and accurate;

- use the Software according to their purpose and according to the terms of the GTCSU and cooperate in good faith with FLAASH.ME;

- follow FLAASH.ME's technical requirements or recommendations;

- never share Software access, which is a personal right;

- respect the rights of third parties and, more generally, all laws and regulations in force relating to the use of the Software;

- not to harm FLAASH.ME's reputation, to denigrate the Software or Services or to slander FLAASH.ME, especially on the Internet, including social networks, and agrees to use caution and discretion with respect to

FLAASH.ME, its employees and/or its offers and Services that they would like to put online;

- not to engage in any conduct that may interrupt, destroy, limit or otherwise harm FLAASH.ME or permit Clients and Users to access and use the Software without authorisation, including using viruses, malicious code, programs or files;
- not to copy or sell any part of the Software, whether in whole or in part.
In the event of failure to comply with the foregoing, FLAASH.ME reserves the right to suspend access to the Client's Accounts without compensation, notwithstanding the provisions of Article 9.2.2 of the GTCSU.

7.3. Content belonging to the Client and accessible via the Software

The Client is fully and solely responsible for the Content downloaded, stored or posted by Users through the Software. They are informed that the use of the Tools does not exempt them from making such back-up copies.

The Client grants to FLAASH.ME a non-exclusive right to use the Users' Content in order to operate, feed, secure the Software, and to store Content.
The Client acknowledges that FLAASH.ME has no control over their Content, and undertakes to comply with all legal and regulatory requirements, in particular those relating to Personal Data.

The Client undertakes to respect and ensure that Users respect the rights of third parties, including personality rights, intellectual or industrial property rights such as copyrights, patent rights, designs and trademarks.

The Client is solely responsible for any Content stored by their own clients, to whom they have given access to the Software.

7.4. Payment
The Client agrees to make the payments to FLAASH.ME in accordance with article VIII of the GTCSU.

7.5. Recovery of Content at the end of the Term

The Client acknowledges that FLAASH.ME does not store their Content indefinitely. The Client therefore undertakes to export their own data from the Tools at the end of the Term, regardless of the cause.

The Client shall consequently notify Users by any means that they must download their Content from the Tools.

Failing this, the Client may request from FLAASH.ME a new access to the Software to recover its Content within ninety (90) days, under the conditions of Article 9.3.1 (Access to the Software and data recovery by the Customer) of the GTCSU.

VIII. Price

8.1. Price of the Software offer

The Prices are indicated on the FLAASH.ME Website https://flaash.me/pricing.php, or communicated to the Client by any means chosen by FLAASH.ME, at the Client's request and before the Subscription.

The Prices may differ in consideration of the number of Users, chosen Tools, applicable currencies and the possible application of taxes.

Throughout the Term, the Client shall be committed to the Tools they chose at the beginning of the Subscription. During the Term, the Client may increase the number of Tools and Users, but may not in any case exchange one Tool for another, or decrease the subscribed number of Tools, or Users.

FLAASH.ME reserves the right to make promotional offers that may differ from the Price policy communicated to the Client.

8.2. Payment

All Prices due for the Subscription are payable in advance (at the beginning of the Subscription, or at the time of the renewal period). The payments are made by the Client through direct debit from the credit card number they provided at first payment. FLAASH.ME may accept payment by bank transfer, without being obliged to.

The Client may choose to pay monthly for their Subscription, granted by FLAASH.ME under the following conditions:

- All Prices due under the GTCSU are payable in advance, by debit or credit card upon order.
The Client guarantees to have the necessary funds and authorisations to use the payment method they choose.

The Client agrees to maintain an active bank account in the event of an automatic debit and to inform FLAASH.ME as soon as possible of any change in bank details, in order to enable FLAASH.ME to take account of the modifications and to continue the withdrawals.

In case of late payment, the Client shall be subject to payment of a flat sum of forty (40) euros. Any delay in payment shall give rise to the payment of interest by the

Client on the remaining amount due on the due date. The interest rate corresponds to the rate applied by the European Central Bank, at maturity, for its operations in euros, plus ten (10) percentage points.

The Client shall reimburse FLAASH.ME for all costs (including any attorney fees) associated with the collection of payments not honored by the Client. In the event of non-payment by the Client of one of its invoices, or in case of violation of a provision contained in the GTCSU, FLAASH.ME reserves the right to suspend access to the Software, until payment in full is received.

8.3. Invoices

Invoices shall be established only by electronic means, which the Client expressly accepts. The list of invoices is available to the Client online via a link provided to said Client by FLAASH.ME. The Client agrees not to disseminate this link which can be activated or deactivated by the Client under its responsibility.

The Client agrees to inform FLAASH.ME of any change in its postal and bank address or any other information necessary for payment. Any dispute concerning an invoice must be expressed in a letter or email sent with acknowledgment of receipt within fifteen (15) days from the date of the invoice (or pro forma invoice). In the absence of such letter or email, the Client shall be deemed to have accepted the invoice.

8.4. Changes in the Price Policy

FLAASH.ME reserves the right to update its Price policy at any time subject to the following provisions.

The Prices applicable to Clients when creating their Account are guaranteed until the renewal of the Term and the new Price Policy shall also apply after the renewal of the Term.

The Client remains free not to renew the Subscription, if they do not accept the new Prices.

IX. Term & Termination

9.1. Term

The Annual Subscription is for a Term of twelve (12) months, and may be renewed at the request of the Client for the Term and the Tools of his choice.

In the case where the Client does not request renewal, the Subscription shall end on the last day of the Term.

9.2. Termination

9.2.1 General

Each Party undertakes to fulfil their obligation and to comply with the GTCSU during the Term. In the event that the Client wishes to terminate the Subscription before the Term, the Client acknowledges that the entire initially chosen Term shall be invoiced despite the termination during Subscription in progress, and that they will

pay the agreed Price. No refund or credit can be issued for partial use of the Software.

9.2.2 Negligent breach

The Subscription may be terminated early by either Party in the case of failure to comply with the GTCSU and negligent breach of any of the obligations set out therein. Early termination shall take place thirty (30) days after formal notice has been given by registered letter with acknowledgement of receipt to the defaulting Party, stating the intention to apply this explicit termination clause, which has remained without effect.

In Particular :

- In the event of late payment by more than thirty (30) days, FLAASH.ME may consider that the GTCSU have been terminated on the date on which payment is due;
- FLAASH.ME reserves the right to unilaterally terminate a Client's Subscription if the Content stored, posted and/or exchanged by the Users creates operational or server-related problems.
  The termination must be notified to the defaulting Party by registered letter with acknowledgement of receipt.

9.3. Data recovery at the end of the Term

9.3.1 Access to the Software and data recovery by the Client
Notwithstanding the provisions of Article 7.5 of the GTCSU, the Client may, within ninety (90) days of the end of the Term, for whatever reason, make one (1) request to FLAASH.ME in order to allow Users to access their Accounts.

Access is granted for seven (7) days, under the conditions of access to a Trial Account, to consult and export their Content in a structured format, commonly used and readable by any terminal (CSV and/or PDF).

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9.3.2 FLAASH.ME Return of Content
The Client may, within ninety (90) days after the end of the Term, for whatever reason, request from FLAASH.ME, for a fee, a copy of their Content, which FLAASH.ME shall return to the Client in a structured format, commonly used and readable by any terminal.
To the extent that the Client's request relates to matters not provided for in article 9.3.1, or requires FLAASH.ME to implement complex recovery processes, the total cost of recovery of the items listed as follows, external support and secure shipment shall be provided in a quote and shall be borne by the Client.

FLAASH.ME shall remove the Client's Content from its servers one (1) year after the end of his or her subscription, except for any Content required by law or regulation to be stored for a longer period or a legitimate reason.

X. Liability & Exclusion of Warranties

10.1 Responsibilities and Warranties of FLAASH.ME

10.1.1 General

FLAASH.ME provides the Software and the Services on the basis of an obligation of means.

FLAASH.ME does not warrant that the Tools shall operate without interruption or malfunction, or are free of any defects or errors that may be corrected, or that they are compatible with hardware or a configuration other than those expressly approved by FLAASH.ME.

FLAASH.ME reserves the right to temporarily interrupt at any time, any access to the Tools:

- to carry out technical maintenance, updates, or improvements to the Services which shall contribute to their proper functioning or to repair a breakdown. FLAASH.ME shall do its utmost to notify the Client of such interruptions;
- in the event of unavailability of the servers for any reason whatsoever;
- in the event of unpaid invoices, breaches of the GTCSU, violations by a third party of the security of the Software and the Content hosted by FLAASH.ME.
  No temporary interruption of the Services shall give rise, in these circumstances, to any payment of compensation to the Client.
  The additional services that may be provided by FLAASH.ME at the Client's request, including configuration, assistance or training, can never substitute for the administrative and management functions and the obligations of the Clients.
  Subject to Subscription to the Services concerned, FLAASH.ME's assistance is provided only for use of the Tools, never for the organization or management of the Clients' activities.
  Failing Subscription to the Support Services, Clients may consult the Frequently Asked Questions page available on the Website.
  FLAASH.ME does not guarantee that Subscription to the Software and the Services shall improve the performance of the Client's business.

This clause is essential for FLAASH.ME and forms part of the agreement between the Parties.

In no event shall FLAASH.ME be directly or indirectly liable for any damage caused to Clients, Users or any third party by reason of their fault.

FLAASH.ME reserves the right to terminate the sale of a Tool or of a feature without compensation after a two (2) months' notice period, and the right to modify and develop the Software's features at its sole discretion.

10.1.2 Hosting and storage of Client Content

The Software is hosted on FLAASH.ME's dedicated and secured platform, in a data center located in France. FLAASH.ME's servers are managed by a professional web hosting provider: OVH FRANCE.

The Client's Content, whether stored, uploaded or downloaded by Users, is stored on dedicated external servers belonging to FLAASH.ME.

The Client's Content shall be stored on FLAASH.ME's servers for one (1) year after the end of his or her Subscription, except for any Content that may be required by law or regulation to be stored for a longer period.

FLAASH.ME only allows access to the Software and the Content to the persons specifically authorized by FLAASH.ME and the Client.

FLAASH.ME implements the technical measures and means necessary to ensure the security of the connections, the Clients' Content and their Personal Data. To this end, FLAASH.ME uses the TLS-SSL protocol, which makes it possible to encrypt any information, including billing. This encryption process protects the data by systematic interference of the information before it is transferred to FLAASH.ME.

10.2 FLAASH.ME's Limited Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLAASH.ME'S SERVICES (INCLUDING FOR THE TOOLS OFFERED FREE OF CHARGE) ARE PROVIDED AND LICENSED AS IS. FLAASH.ME DOES NOT WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

Throughout the Term and regardless of the cause, FLAASH.ME's total aggregate liability shall never exceed the amount actually received by FLAASH.ME from a Client as compensation for the Subscription.

However, this liability limit does not apply to liability due to:

- death or personal injury ;
- gross negligence, willful misconduct or fraud ;
- any other basis that cannot be excluded or limited under the applicable regulations.

FLAASH.ME can only be held liable for the damage which FLAASH.ME has directly and exclusively caused, without any joint or in solidum agreement with third parties having contributed to the damage.

10.3 Responsibility and Warranty of the Client

10.3.1 Access and Use of the Software

The Client acknowledges that the Software constitutes a particularly complex platform, particularly in terms of computer technology. FLAASH.ME uses state of the art techniques, but nevertheless, the current state of knowledge, tests and experiments cannot cover all possible uses. The Client therefore undertakes to bear the risks of inadequacy or unavailability of the Tools.

The Client acts as an independent entity and, therefore, assumes all risks of its business. It is solely responsible for the Subscription, information on the Content and files sent, distributed or collected, as well as for their operation and updating.

The Client is responsible for:

- their access to and use of the Software by all their Users;

- obtaining and maintaining all necessary equipment to access the Software ;

- ensuring that such equipment is compatible with the Software.

The Client may, at their own risk, give their clients access to their Account. The Client's insurance must cover such risks.

The Client must present any claims against FLAASH.ME within forty-eight (48) hours following the event.

10.3.2 The Client and the Users' Equipment

To use and improve the Software, FLAASH.ME may recommend technical requirements or certain configurations. The Client and the Users are responsible for following these technical requirements or recommendations.

The Client and the Users are solely responsible for their connection to the Internet and all related costs. Access to the Tools may be gained by means of software downloaded onto the Clients' and Users' terminals. The Client and the Users agree that FLAASH.ME may automatically update such software, and the GTCSU shall apply to such updates.

The Client and the Users declare that they understand that FLAASH.ME cannot be held responsible in the event of an interruption of the Internet connection, for

viruses affecting their data and/or software, the possible misuse of Account passwords and, more generally, any damage caused by third parties.

The Client is solely responsible for the use and implementation of means to ensure the security, protection and backup of their equipment, their Content and software. As such, the Client undertakes to take all appropriate measures to protect their Content.

The User undertakes not to commit any act which could jeopardise the security of the Software platform.

10.3.3 Client's Warranties

The Client guarantees FLAASH.ME (as well as their affiliates, subsidiaries, their officers, directors, employees and agents) against any claim or lawsuit, including reasonable attorney's fees, made by a third party as a result of the breach of the GTCSU, their misuse of the Tools (including by the Users) or the violation of any law or the rights of a third party.

The Client agrees to use the Software in accordance with applicable laws and regulations. In the event that FLAASH.ME is held jointly and severally liable in any administrative or judicial proceedings, due to the irregular use of the Software by the Client and/or the Users, the Client undertakes to indemnify FLAASH.ME for the entire amount that may be claimed from it.

XI. Intellectual Property

11.1 Intellectual Property of FLAASH.ME

The Software, the Website and the Services full belong to FLAASH.ME without limitation. The Client and Users are authorised to use the Software in accordance with the License. All rights not expressly granted by the GTCSU are reserved.

The FLAASH.ME websites and the Software developed by FLAASH.ME are original works protected by intellectual property rights and international conventions.

The Client and the Users warrant that they shall not modify, rent, borrow, sell or distribute such works or create derivative works based in whole or in part on them. They agree not to carry out any reverse engineering, except under the legal conditions.

No use of the FLAASH.ME name or trademark may be made without the prior written consent of FLAASH.ME.

The Client and the Users acknowledge that FLAASH.ME is the sole owner of its intellectual property rights, and in particular the Software, and shall not at any time contest this ownership or the validity of the intellectual property of FLAASH.ME or the rights attached thereto.

The materials available through the Tools or on the Website, such as software, databases, tools, platform, web pages, text, photographs, images, icons, sounds, videos and, more generally, all the information available for the Clients and Users, are the sole and exclusive property of FLAASH.ME.

11.2 Intellectual Property of the Clients

Neither Party acquires any intellectual property rights in the other's databases, nor on its trademarks, drawings, graphics, screens or software.

Thus, the Content belongs to the Clients, who specifically authorises FLAASH.ME to use the Content, exclusively under the conditions and within the limits provided for in these GTCSU, and in particular in articles 6.2 and XII.

No use of the Client's name or trademark may be made without the prior written consent of the Client.

XII. Protection of Personal Data

12.1 Description and purposes of the Processing, collected data

FLAASH.ME collects and processes the data that Users voluntarily provide in order to access and use the Software, in accordance with these GTCSU, as well as User preferences and traffic data, and in accordance with FLAASH.ME Privacy Policy and FLAASH.ME Cookie Policy.

The Parties involved in the processing are: the Client, the Client's employees. customers, prospects and suppliers of the Client, etc.

FLAASH.ME collects the personal data of Users such as – surname, first name, email, address, phone number, date of birth, photograph, the name of their customers or prospects, logins, IP address, etc.

The purposes of the processing are:

- Creation of Accounts (FLAASH.ME Account, Trial Account);
- Management of the security of the Website and the Software;
- Management of commercial relationship (subscriptions, orders, complaints, support);
- Management of prospects and requests for information (sending commercial offers, newsletters, white papers, etc.);
- Management of requests to exercise the rights of Users: rights of access to their Personal Data, rights of rectification, deletion, opposition, portability and processing limitations.

  If the Client uses the services to process other Data or categories of Personal Data (such as sensitive Data as defined by the GDPR) or for other

processing or purposes, the Client does so at their own risk, and FLAASH.ME cannot be held responsible for any breach of regulations.

12.2 Obligations of the Parties: General

The Parties acknowledge that FLAASH.ME, as the Publisher, will have access to and process the Personal Data entered by the Client into the Software for the sole purpose of fulfilling their obligations under these GTCSU.

As the controller, the Client is responsible for complying with their own legal and regulatory obligations regarding the processing of Personal Data. The Client acknowledges that the resources implemented by FLAASH.ME within the framework of these GTCSU constitute sufficient guarantees of compliance with regulations, and the Client undertakes to comply at all times with the laws and regulations in force in this regard.

As a processor, FLAASH.ME is limited to following the Client's documented instructions for processing, subject to alerting the Client if instructions are given that do not comply with the regulations.

The Parties acknowledge that the fulfilment of the purpose of these GTCSU and the use of the Services constitute the documented instructions of the Client. It is specified that any instruction not documented in writing or not in compliance with the regulations shall not be taken into account by FLAASH.ME.

FLAASH.ME shall immediately inform the Client if, in their opinion, an instruction constitutes a breach of this regulation or other provisions of EU law or the law of the Member States relating to the protection of Personal Data.

It is understood that FLAASH.ME cannot be held responsible for decisions made by the Client as controller and that the purpose of these GTCSU is not the provision of legal advice.
The Client undertakes to alert FLAASH.ME without delay if the services requested by the Client change, leading to or threatening to change FLAASH.ME's status in the light of the regulations.

12.3 Obligations of the Processor

12.3.1 Cooperation and Assistance

The Client acknowledges that the following due diligence measures satisfy FLAASH.ME's obligation of cooperation and assistance to enable them to ensure compliance with the regulations, in particular:

- notifications of personal data breach, which will be transmitted to them by FLAASH.ME as soon as possible after becoming aware of the said breach (12.3.2 Security and confidentiality);
- requests to exercise the rights of the Client's customers (access, rectification, object, portability). As a processor, FLAASH.ME is limited to assisting the Client in fulfilling their own obligations. Thus, FLAASH.ME

never responds to requests to exercise such rights that are addressed directly: in the event that FLAASH.ME comes to be recipient of such a request, it will be sent to the Client as soon as possible so that the Client can manage the consequences;

- documents and information necessary for the satisfaction of the controller of their Accountability obligations.

12.3.2 Security and confidentiality

- The Client acknowledges that the following procedures satisfy the obligation of security and confidentiality necessary for compliance of the processing with the regulations:

- The Client's Data and the Tools are hosted on FLAASH.ME's own servers, hosted in the infrastructure of OVH France located in France, one of the top European professional hosts;

- Server security and FLAASH.ME operating software updates are checked in real time;

- FLAASH.ME uses the TLS-SSL protocol to encrypt data transfers. This encryption method protects the data by systematic scrambling of the information before it is transferred to FLAASH.ME ;

- FLAASH.ME only allows access to the Tools and the Client's Data to those specifically authorised by FLAASH.ME and the Client ;

- No employee of FLAASH.ME has access to the Client's Data, unless access to such information is necessary for the Subscription or for the implementation of the Services. At the request of the Client or the Users and subject to Subscription to the Support Services, FLAASH.ME may connect remotely to their Accounts, after formalisation of the User's agreement in a support ticket, to assist them in the configuration or use of the Tools ;

- Each employee of FLAASH.ME is bound by a commitment regarding the protection of Personal Data;

- FLAASH.ME will inform the Client of any Personal Data breach, as soon as possible after learning of it in view of the notification period given to the data controller by Articles 33 and 34 of the GDPR.

- FLAASH.ME will promptly investigate any breach of Personal Data in order to remedy such breach.

- FLAASH.ME will inform the Client promptly of the corrective measures and the measures put in place to remedy them.

- FLAASH.ME undertakes to assist the Client in its implementation of a data protection impact assessment, within the limits of the provision of

subcontracting and information available to FLAASH.ME, and may not be considered liable because of this.

12.3.3 Subprocessing

The Client authorises FLAASH.ME to use subprocessors acting in their name and on their behalf to assist in the processing of the Client's Personal Data.

FLAASH.ME takes all necessary precautions to the choice of their subprocessors to whom their Client's Personal Data are entrusted, and shall inform the Client of any planned changes regarding the addition or replacement of a subprocessor by any written notification at their earliest convenience.

The Client may object to such an addition or replacement by notifying FLAASH.ME in writing within ten (10) days of receipt of the FLAASH.ME's addition or replacement notification. The Client acknowledges and agrees that the absence of an objection within the aforementioned period shall constitute an acceptance on its part of a new processor. In the event that the Client objects to the appointment of a subprocessor, for a legitimate reason, the Parties agree that either Party may terminate the Subscription. Contracts entered into by FLAASH.ME with any subprocessor contain the same obligations as set out in these GTCSU, including requiring the subprocessor to process the Client's Personal Data only in accordance with FLAASH.ME's written instructions.

FLAASH.ME remains fully liable towards the Client for any processing carried out by the subprocessor in violation of the obligations of these GTCSU.

12.3.4 Audits

If the Client deems it necessary to carry out an audit in accordance with the regulations to verify the compliance of the Software provided with the regulations and the GTCSU, FLAASH.ME agrees to comply under the following conditions: FLAASH.ME provides the Client, at its request and by email, the necessary documentation to demonstrate FLAASH.ME's compliance with its obligations as a processor. If the Client considers that this documentation does not allow them to demonstrate compliance of the Services with the regulations, the Client issue an on-site audit request, justified and documented, by registered letter with acknowledgement of receipt.

The audit must be performed by an independent auditor of known reputation, not competing with FLAASH.ME's business activities. This independent auditor is chosen by the Client and accepted by FLAASH.ME. The auditor must have the required professional qualifications and be subject to a confidentiality agreement.

The Parties acknowledge that all reports and information obtained as part of this audit are confidential information.

The start date of the audit, the duration and scope of the audit must be agreed between the Parties with a minimum of 30 working days' notice. The frequency of audits is limited to one audit per year and must not disrupt FLAASH.ME's activity. The audit can only be carried out during FLAASH.ME's business hours. The audit shall not include access to information not related to the processing performed in accordance with these GTCSU or physical access to the servers on which the Solution is saved.

The Client shall bear the full costs and expenses incurred due to the audit and shall reimburse FLAASH.ME for all costs incurred for this purpose, including the time spent on the audit on the basis of the average hourly rate of FLAASH.ME staff who have collaborated with the audit.

12.3.5 Location – Data Transfers

Personal Data of Users are stored in France on FLAASH.ME servers, hosted by OVH France.

Transfers to the United States with appropriate guarantees may be considered, for certain IT services, only for the purposes described in Article 12.1.

12.3.6 Restitution, destruction de données à caractère personnel

At the end of this Agreement, at the Client's option and within 30 days of the Client's request to FLAASH.ME for this purpose, FLAASH.ME will immediately return to the Client all Personal Data and all copies thereof or will delete or destroy the Personal Data in a secure manner.

XIII. Interoperability

In accordance with article L.122-6-1 of the French Intellectual Property Code, the Client may obtain information from FLAASH.ME on the interoperability of the Software by sending its request by registered mail to: SAS FLAASH.ME, 50 avenue du Lazaret – 17000 La Rochelle, France.

FLAASH.ME shall have a period of two (2) months to send the requested information to the Client. The information shall be disclosed for the sole purpose of fulfilling its legal obligations.

Under no circumstances shall this information be provided by the Client to a third party, even free of charge.

XIV. Sub-contracting

Notwithstanding the provisions of Article 12.3.3, FLAASH.ME reserves the right to subcontract all services, to assist it in achieving the purpose of the GTCSU.

XV. Miscellaneous provisions

15.1 Non-Solicitation of Personnel

The Client undertakes not to hire or solicit the hiring or the services (in any form whatsoever) for themself or for a third party, directly or indirectly, of any employee of FLAASH.ME (i.e. any employee of FLAASH.ME on the day of the conclusion of the Subscription, or who concludes an employment contract with FLAASH.ME during the Term, regardless of whether said person left FLAASH.ME during the said Term) or to encourage one of FLAASH.ME's employees to quit the job that he or she performs or shall perform within FLAASH.ME.

This obligation shall terminate twelve (12) months after termination of the Annual Subscription for any reason whatsoever.

In the event of breach of this article, the Client agrees to pay FLAASH.ME, as a penalty clause, an amount equal to twelve (12) months of the monthly salary (net of employer and employee social contributions) paid by FLAASH.ME to the employee concerned, on the date on which the breach of the obligation is established. This penalty shall be due for each FLAASH.ME employee who is hired by the Client or whose services are solicited by the Client in any form whatsoever.

In accordance with Article 1228 of the French Civil Code, FLAASH.ME may pursue the enforced execution of this obligation instead of claiming payment of this penalty clause.

15.2 Confidentiality

"Confidential Information" means, without limitation, all information and data communicated –in writing and/or orally– by one Party to the other Party in connection with implementing the Subscription, in particular

graphs, drawings, plans, reports, client lists, price lists, results, meeting minutes, instructions and other items of any kind.

Each Party undertakes on its behalf (and in the name and on behalf of its corporate officers, employees and subcontractors) to keep the Confidential Information strictly confidential, using the same means and procedures as those used for their own confidential information.

This confidentiality obligation does not cover Confidential Information:

- that is in the public domain at the time of its communication or information which has fallen into the public domain after this date (without this being the result of a violation of the GTCSU);
- that has been disclosed to a Party on a non-confidential basis by a source other than the other Party, provided that it is not in violation of a confidentiality agreement or the GTCSU;
- and that any law or regulation or any court decision or authority would require to be disclosed.

15.3 Lack of Right of Withdrawal

In accordance with the French Consumer Code, the right of withdrawal is not applicable to the services provided by FLAASH.ME insofar as they are exclusively intended for professional Clients and necessarily fall within their main field of activity, whether it is commercial, industrial, craft, self-employment or agricultural, including when acting in the name or on behalf of another professional.

15.4 Contact

For any request, Clients and Users can write to FLAASH.ME at: 14 rue de la fidélité 75017,Paris

Clients and Users may report abuse, harassment, inappropriate content, privacy complaints or, more generally, any violation of the law by a third party by sending a notification to FLAASH.ME with the following information:

- Date of the notification ;
- First and last name, employment, address, nationality, date and place of birth (and for a company: type of company, name, address and name of its representative);
- A description of the facts and their location;
- The reason for the notification (with a legal explanation);
- A copy of the letter sent to the author of the content or justification that the author cannot be contacted.

15.5 Force Majeure

No party will be responsible for any fault or delay in performance caused by a factor constituting a case of force majeure in application of Article 1218 of the French Civil Code, such as, but not limited to, fires, floods, natural disasters, earthquake, Internet connection interruptions by the ISP, cyber-attacks, strikes, or lockouts ("Force Majeure").

In such a case, the obligations of the Parties shall be suspended from the notification of this cause for exemption by one of the Parties to the other Party until the problem is resolved.

Should such circumstances continue for more than fifteen (15) days, the Parties agree to enter into discussions to modify the terms of their respective commitments.

If no agreement or alternative is possible, these commitments can then be revoked without damages, by simple written notification by registered letter with acknowledgement of receipt, without any compensation or notice.

15.6 Severability, Waiver, Disability

The GTCSU and the Privacy Policy constitute the entire agreement between the Clients and FLAASH.ME regarding the Subscription.

No waiver by FLAASH.ME of any of their obligations shall be considered or construed as a waiver of their benefit.

If one or more clauses of the GTCSU are declared invalid, the rest of the clauses shall retain their full force and effect. In this case, the Parties shall, if possible, replace the canceled clause with a valid clause in line with the spirit and purpose of the GTCSU.

15.7 Relationship Between the Parties

Under no circumstances shall the GTCSU be considered as establishing a de facto or joint-stock company between the Parties or any other situation entailing any mutual or joint representation between them with regard to third parties. The GTCSU shall not create any relationship of subordination between the Parties, who retain their full autonomy with respect to each other.

15.8 Intuitu personae

The Clients and Users are strictly prohibited from assigning all or part of their rights and obligations under the GTCSU.

15.9 Survival of articles

Articles IX, X, XI, XII, XIII and XV shall survive the expiration or termination of the Subscription for any reason whatsoever.

15.10 Ethics and Sustainable Development

The Parties declare that they abide by the principles advocated by the International Labor Organisation and their existing labor law legislation, participate in occupational safety risk prevention and, more generally, comply with the legislation in force with respect to the health and safety of workers, adhere to the principles of environmental protection and control the consequences of their activity on the environment and participate in the fight against corruption.

XVI. Applicable Law

The GTCSU are governed by French law.

The effective date of the GTCSU is June 1, 2020. In the event that a translated version of the GTCSU conflicts with the French version, the French version shall prevail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LITIGATION WITH RESPECT TO ITS VALIDITY, INTERPRETATION OR PERFORMANCE SHALL BE SUBJECT TO THE EXCLUSIVE AUTHORITY OF THE COURTS HAVING JURISDICTION OVER FLAASH.ME'S REGISTERED OFFICE, DESPITE MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.

General Terms and Conditions of Use of Flaash.me Software

Effective as of 1 June 2020

These general terms and conditions of use ("GTCU") are applicable to all use of and access to the Software.
The Preamble is an integral part of these GTCU.

Preamble

The use of the Software free of charge (Trial Account) or paying (paid subscription to the Software) is subject to compliance with these GTCU. The User hereby confirms to have read, understood and accepted these GTCU.
The use of the Software also implies acceptance of the General Terms and Conditions of Sale (GTCS), at the time of Subscription, by the Account Creator, an Administrator, or a Decision-maker. These General Terms and Conditions of Sale shall prevail over these GTCU.

Flaash.me reserves the right, at any time, to adapt, or modify the present GTCU, by notifying any new version to the User who undertakes to take note of these modifications.

Article 1 — Access to the Software

1.1 General

Flaash.me only allows access to the Software to the persons specifically authorised by Flaash.me and the Users.

Flaash.me undertakes to use all means to provide the User with reliable and efficient access to the Software. Access to the Support Team is available under the terms of the subscription (paid Account).

The User acknowledges that the Software constitutes a particularly complex platform, particularly in terms of computer technology. The User therefore undertakes to bear the risks of inadequacy or unavailability of the Software.

To use and improve the Software, Flaash.me may recommend technical requirements or certain configurations. The User is responsible for following these technical requirements or recommendations, and for ensuring that their equipment is compatible with the Software.

The User is solely responsible for their connection to the Internet and all related costs. The User declares that he/she understands that Flaash.me cannot be held responsible in the event of an interruption of the Internet connection, for viruses affecting their data and/or software, the possible misuse of Account passwords and, more generally, any damage caused by third parties.

1.2 Trial Account

Flaash.me offers to create a free account for a Third Party wishing to evaluate the Software.

The Trial Account is made available for a period of fifteen (15) days from the date of access, and in the following conditions :

— It is possible to create only one (1) Trial Account, as a non-renewable offer;

— Flaash.me may, at the Third Party's request, and without being obliged to, grant them the benefit of an additional fifteen (15) days period;

— The User authorised to use a Trial Account acknowledges that they will access the Software for the sole purpose of testing the features before a paid Subscription, if any. In this respect, the User is prohibited from using their Trial Account for any other purpose, such as performing any processing or services for any third party.

— Flaash.me shall not be held liable for the use of the Software on a Trial basis, without warranty of any kind, in the event of malfunctions or temporary interruption, during the entire Trial period.

— Flaash.me reserves the right to delete without notice any Trial Account that does not comply with the foregoing provisions, or any provision of the GTCU.

In the event that the Trial period is not followed by the subscription of a paid Account, Flaash.me will delete the Trial Account and data associated, within ninety (90) days of its termination.

Article 2 — Use of the Software

The User is solely responsible for the use and implementation of means to ensure the security, protection and backup of their equipment, their Content and software.

The User undertakes not to commit any act which could jeopardise the security of the Software platform, and agrees to use the Software in accordance with applicable laws and regulations.

Article 3 — Liability

Flaash.me implements the technical measures and means necessary to ensure the security of the connections, the Users' Content and their Personal Data.

Flaash.me provides the Software on the basis of an obligation of means. Flaash.me uses state of the art techniques, but nevertheless, the current state of knowledge, tests and experiments cannot cover all possible uses.

Flaash.me does not warrant that the Software shall operate without interruption or malfunction, or is free of any defects or errors that may be corrected, or that it is compatible with hardware or a configuration other than those expressly approved by Flaash.me.

The User is responsible for:

— their access to and use of the Software by all their Users;

— obtaining and maintaining all necessary equipment to access the Software;

— ensuring that such equipment is compatible with the Software.

Flaash.me reserves the right to temporarily interrupt at any time, any access to the Software:

— to carry out technical maintenance, updates, or improvements to the Services which shall contribute to their proper functioning or to repair a

breakdown. Flaash.me shall do its utmost to notify the User of such interruptions;

— in the event of unavailability of the servers for any reason whatsoever;

— in the event of unpaid invoices, breaches of the presents GTCU or GTCS, violations by a third party of the security of the Software and the Content hosted by Flaash.me.

No temporary interruption of the Services shall give rise, in these circumstances, to any payment of compensation.

Article 4 — Intellectual Property

The Software is the exclusive property of Flaash.me. The User is authorised to use the Software in accordance with the License. All rights not expressly granted by the GTCU are reserved.

The Software developed by Flaash.me is an original work protected by intellectual property rights and international conventions.

The User warrants that he/she shall not modify, rent, borrow, sell or distribute such works or create derivative works based in whole or in part on them. He/she agrees not to carry out any reverse engineering, except under the legal conditions.

No use of the Flaash.me name or trademark may be made without the prior written consent of Flaash.me.

The User acknowledges that Flaash.me is the sole owner of its intellectual property rights, and in particular the Software, and shall not at any time contest this ownership or the validity of the intellectual property of Flaash.me or the rights attached thereto.

The materials available, such as software, databases, tools, platform, web pages, text, photographs, images, icons, sounds, videos and, more generally, all the information available for the User, are the sole and exclusive property of Flaash.me.

Article 5 — Termination

In the case of failure by the User to comply with these GTCU, Flaash.me reserves the right to terminate their access or delete their account. Flaash.me reserves the right to initiate any legal action it shall deem necessary in order to put an end to the violation of their rights.

Article 6 — Protection of Personal Data

Flaash.me collects and processes the data that Users voluntarily provide in order to access and use the Software, as well as User preferences and traffic data, and in accordance with Flaash.me Privacy Policy and Flaash.me Cookie Policy.

According to this privacy policy, Flaash.me processes Users data to manage access and subscriptions to the Software, to improve services and support, to provide sales and marketing offers, products and content as well as the User experience.

In accordance with the Data Protection Regulation, the User may exercise their rights of access, rectification, erasure, data portability, restriction or object to processing, in certains circumstances. The User establishing their identity may exercise these rights directly at **hello@flaash.me**.

Article 7 — Applicable Law

The GTCU are governed by French law.

The effective date of the GTCU is June 1st, 2020. In the event that a translated version of the GTCU conflicts with the French version, the French version shall prevail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LITIGATION WITH RESPECT TO ITS VALIDITY, INTERPRETATION OR PERFORMANCE SHALL BE SUBJECT TO THE EXCLUSIVE AUTHORITY OF THE COURTS HAVING JURISDICTION OVER FLAASH.ME'S REGISTERED OFFICE, DESPITE MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES

Legal Notice

Infos et contact

Flaash.me est édité par LITTLE WOLF AGENCY.
14 rue de la félicité – 75017 PARIS
SAS

Hébergeur du site

OVH

Informations contacts

Contact
hello@flaash.me