

Application on 21 September 2023 for existing Customers with a subscription other than free before 7 September 2023. Application from 7 September 2023 for all new Customers from that date.

Terms and Conditions of use EDUSIGN on 7 septembre 2023

PREAMBLE

These general terms and conditions of use of EDUSIGN software in SaaS (Hereafter the "CGU") apply to Customers from their date of entry into force and replace the previous ones.

EDUSIGN is a Société par Actions Simplifiée (simplified joint stock company) with a share capital of €1,333.01, whose registered office is located at 1 RUE DU PRIEURÉ 78100 SAINT-GERMAIN-EN-LAYE, and which is registered in the Trade and Companies Register under number 882 064 165.

The mobile or web applications under the intellectual property of EDUSIGN, edesign.app, edesign.com, and edesign.fr, known as EDUSIGN or Edesign, are Services offered by SAS EDUSIGN.

The Customer, after having reviewed the potential, purpose, functionality, standard nature, and operating mode of the SaaS service identified in the quote, and after having had the opportunity to (and the time necessary to) request from EDUSIGN a detailed presentation of the Software, has decided to benefit from it. The Customer acknowledges that he/she has received all the information and advice necessary to understand EDUSIGN's proposal and that he/she has ensured that the Software meets his/her needs.

It is the Customer's responsibility to ensure:

- the suitability of the Software for its own needs, in particular, based on the information provided in the documentation presented to it;
- that it has the necessary competence to access to the Services and for use of the Software;
- has sufficient bandwidth and network access to access the Software in accordance with EDUSIGN requirements.

It is the Customer's responsibility to check the results obtained using the Software, in accordance with the practices of their profession.

1. DEFINITIONS

"Administrator": means the person(s) appointed by the Customer from among its Users to manage rights and access to the Software and who has the rights to access the administration functions.

"Anomaly": means, depending on the maintenance services subscribed to, a malfunction of the Software, reproducible by EDUSIGN, preventing its use in accordance with the Documentation.

"Contract": means the GCU and any quotations, appendices, and order forms.

"Destination": means the object for which the Software has been designed.

"Documentation": means the description of the functionalities and instructions for use of the Software. It is supplied in electronic form in the French language. All other documentation is excluded from the scope of the Contract, in particular commercial documentation and training documentation.

"Malfunction" means any difficulty in accessing the Operating Platform observed by EDUSIGN.

"Software": means the set of functionalities of one or more standard programs and their documentation, designed to be provided to several users with a view to the same use. For the purposes of the GCU, Software means:

- the standard version published by EDUSIGN at the time the quotation is signed, excluding customizations or other specific developments;
- any subsequent updates.

"Operating Platform": means all hardware, software, operating system, database, and environment provided by EDUSIGN on which the Software will be used.

"Services": refers to the services provided by EDUSIGN as part of the Contract.

"User": means an individual who has access to the Software

"Customer": means a natural or legal person who has entered into a Contract or has a paid subscription with EDUSIGN for access to EDUSIGN Services.

2. SUBJECT

These General Terms and Conditions of Use ("GTCU "The

purpose of the TOU is to define the rights and obligations of the Parties in the context of access to the Services and/or use of the Software. Any access to the Services and/or use of the Software implies knowledge of the GCU and their irrevocable and unreserved acceptance.

3. SOFTWARE ACCESS CONDITIONS

Access to the Software can only be made via the Internet and requires prior connection to the said network at the Internet address communicated to the Customer. The Customer will be solely responsible for his/her connection to the Internet network and all associated costs, in particular telephone communications.

The number of authorized Users corresponds to the number of subscribers defined in the order form. Each User has their own login (code and password). Access is managed by the Administrator:

- Creation of Users and associated logins (within the limit of the number of Users defined in the Contract).
- Delete or modify login.
- Management of security rules and access rights for each User.

Users can change their password by making a request on one of the EDUSIGN platforms or by asking their Administrator.

4. OPERATION AND USE

Terms of access to the Services for each of the Users :

The access codes to the Software are determined by the Customer, EDUSIGN can not be held responsible for any loss or damage resulting from access to the Software by a User designated by the customer, or by a third party not designated by the Customer and who had access following a lack of confidentiality of access codes attributable to the Customer.

In this context, the Customer undertakes both in his own name and in the name and on behalf of Users that he has designated, to immediately inform EDUSIGN of any use of access codes to the Software that he considers fraudulent.

EDUSIGN undertakes to use all means at its disposal to ensure the permanence, continuity and quality of the Services.

In the event of an incident on the network, EDUSIGN undertakes to use all means at its disposal to restore access to the Services as soon as possible.

For technical reasons, EDUSIGN reserves the right, subject to four (4) calendar days notice, to temporarily interrupt all or part of the Services. Scheduled interruptions will, as far as possible, take place outside office hours (9:00 am to 6:00 pm Paris time). In any case, they may not exceed four (4) consecutive hours during office hours and days.

EDUSIGN equipment is designed for 24-hour operation.

In the event of an interruption to the Services caused by equipment failure, EDUSIGN undertakes to use all means at its disposal to restore the Services as soon as possible.

EDUSIGN reserves the right to modify the functionality of the Software at any time.

In the event that the Software no longer enables the Customer to carry out the actions required to achieve the objectives expected from the use of the Software, the Customer may unilaterally terminate the contract within one month without payment of the remaining monthly installments or reimbursement of the fees corresponding to the period still to be covered.

EDUSIGN ensures, within the framework of the physical and logical security rules in force on the day the quotation is signed, the protection of the entire Operating Platform, the results, processing, and transmissions carried out, as well as the backups made on the Operating Platform.

These safety rules are available on request from EDUSIGN.

5. SERVICE CHANGE

EDUSIGN is constantly innovating and finding ways to provide our users with new features and services. As a result, we may, without notice to you, change the Service, add features, discontinue providing the Service or features of the Service to you or users in general, or create limits on your use of the Service. We may permanently or temporarily terminate, downgrade, suspend or bar your access to the Service without notice or liability for any reason, including if, in our sole discretion, you breach any provision of this Agreement. You may suspend or terminate your use of the Service at any time, subject to the terms of your contract.

6. RIGHTS OF USE

The right to use the Software is granted by EDUSIGN to the Customer for the duration of the Agreement.

The Software must be used in accordance with the stipulations of the Contract, as well as the instructions and guidelines for use, safety and correct operation contained in the Documentation presented to the Customer.

The Software must be used in accordance with its intended purpose, solely for the Customer's own needs, within the limit of the number of Users agreed.

The Customer agrees to request an additional quote from EDUSIGN if it needs to create users beyond the maximum number specified in the Agreement. In the event that EDUSIGN exceeds the maximum number of Users stated in the Agreement, the Customer will immediately owe EDUSIGN an additional fee at the current rate.

Any use not expressly authorised by EDUSIGN under the terms of the Contract is unlawful, in accordance with Article

L.122-6 of the French Intellectual Property Code. In particular, the Customer is prohibited from :

- Any form of use of the Software or the Documentation in any way whatsoever for the purposes of designing, producing, distributing or marketing a software package or a similar, equivalent or substitute software;

Any direct or indirect provision of the Software or Documentation for the benefit of a third party, in particular by rental, transfer or loan, even free of charge, or to entrust it to any service provider as part of an outsourcing unless prior written consent of EDUSIGN;

- Any use for processing not authorised by EDUSIGN.

7. INTELLECTUAL PROPERTY

EDUSIGN declares that it holds all intellectual property rights necessary for the conclusion of the Agreement. In accordance with the provisions of article 19.8 "Trademarks", registration with the INPI is valid for both the trademark and the Software.

The right of use granted by EDUSIGN under the Agreement does not entail any transfer of intellectual property to the Customer.

Consequently, the Customer shall refrain from any act, which may have the purpose or effect of directly or indirectly infringing the rights of EDUSIGN on the Software, which is protected by the Intellectual Property Code.

8. COUNTERFEIT WARRANTY

EDUSIGN warrants that it has all intellectual property rights to enter into this Agreement and that, as such, the Services provided in the performance of this Agreement do not infringe the rights of third parties and do not constitute an infringement of any pre-existing work.

EDUSIGN guarantees the Customer against any action by third parties on the basis of infringement, unfair competition, and/or parasitic acts resulting from or related to the use of Services by the Customer. EDUSIGN will be responsible for all condemnations in principal, costs, and accessories to which the Customer could be condemned by a court decision.

9. HELPLINE, CHAT AND EMAIL - MAINTENANCE - MAINTENANCE

TECHNICAL SUPPORT

During the term of the Contract, the Customer benefits from the supply and installation of corrective and technological updates to the Operating Platform.

EDUSIGN will provide support available via chatbot and live

chat directly on the Software. EDUSIGN will provide email support to support@edusign.fr.

Under the Contract, EDUSIGN provides the Customer with a team of support consultants to ensure the technical and functional assistance of the Software. This assistance is not dedicated to the Customer.

With the exception of public holidays and exceptional days when EDUSIGN is closed, and except in cases of force majeure as defined herein, the hours of intervention of this support team are from 9:00 am to 6:00 pm (metropolitan time) from Monday to Friday. EDUSIGN reserves the right not to answer a telephone call for any reason whatsoever.

EDUSIGN reserves the right to modify these times and will inform the Customer of the new times by any means at its convenience.

The Services include the following:

- Access to telephone assistance for the trained Administrator provided exclusively to support the use of the Software or to deal with Anomalies. The number of telephone calls is not limited.
- Updating the Software, subject to the provisions of this article.
The need for an update is decided unilaterally by EDUSIGN in light of legal and/or technological developments. Updates are implemented directly by EDUSIGN on the Software and may include, depending on the case:
 - o Correcting anomalies,
 - o Functional improvements existing.

The services provided by EDUSIGN under this Contract are excluded:

- Use of the Software that does not comply with the Documentation, the instructions for use or its Intended Use, or abnormal use, for whatever reason (in particular in the event of negligence, handling error, accident, etc.);
- Any work or supplies not explicitly mentioned in the Contract, including training by telephone of the Customer's personnel
- A compatibility problem between the Software and any of the Customer's other hardware or a failure of this hardware;
- The provision of a telecommunications network enabling access to the Software;
- A problem of compatibility between the telecommunications networks and the Software;
- Failure of one of the elements making up the Customer's software environment (operating system, other software or software packages, network systems, etc.);
- In general, the failure by the Customer to comply with its obligations under the Agreement, and any other contract entered into with EDUSIGN.

conditions of performance of the contract to the new situation in an equitable manner. If no agreement is reached within 1 month of the implementation of this clause, the contract may be terminated by either party subject to 1 month's notice. The present contract will continue under the same conditions for the duration of the notice period.

10. SUPPLEMENTARY BENEFITS

The Agreement does not cover additional services recommended by EDUSIGN or requested by the Customer to meet its specific needs. For example, advice, training and consulting services will be the subject of a separate contract between the Customer and EDUSIGN. Similarly, telephone support for users other than the Administrator will be the subject of a separate contract between the Customer and EDUSIGN.

11. COLLABORATION

To enable this service to be provided, the Customer must undertake in particular:

- Refer to the Documentation before each request for assistance ;
- To make available to EDUSIGN any necessary information requested by EDUSIGN for the understanding and resolution of the Anomalies encountered;
- To designate, within the company, a competent contact person in charge of dealing with Anomalies, and to ensure that this person is available throughout EDUSIGN's intervention;
- To facilitate the access of EDUSIGN's personnel to all its installations if necessary and to ensure EDUSIGN's personnel free access to the premises as well as to indicate a suitable correspondent;
- To install and administer its equipment and applications not supplied by EDUSIGN, as well as its networks.

In addition, we welcome your comments, ideas or suggestions (collectively, "Feedback"), but you agree that we may use your non-confidential Feedback without any restriction or obligation to you, even after termination of this Agreement. This section does not limit or affect any rights you may have under applicable data protection laws.

12. FEES

If, during the performance of this contract, the economic or political situation or the manufacturing or marketing conditions in force at the time of its conclusion were to be manifestly modified, in particular as a result of a major increase in the price of server management, document archiving, electronic signatures or questionnaires significantly affecting the market for the contractual products, and in general, if the economic circumstances on which the parties based their decision to enter into this contract change in such a way that its performance by one of the parties would have unfairly onerous consequences, the parties will meet to adapt the

13. CANCELLATION

13.1. Termination for fault

In the event of a breach by one of the Parties of an essential obligation provided for in the Contract, which has not been remedied within thirty (30) calendar days from the date of first presentation of a registered letter with acknowledgement of receipt or an e-mail notifying the breach in question, the other Party may terminate the Contract by registered letter with acknowledgement of receipt or e-mail, without prejudice to any damages to which it may be entitled pursuant to the Contract.

Termination for misconduct takes effect on the date on which notice is first given, and results in the immediate suspension of all the Customer's access to the Services.

The cancellation or termination, for whatever reason, of this contract does not give rise to the reimbursement of sums collected by EDUSIGN.

14. BACK-UP OF CUSTOMER DATA AFTER CANCELLATION

In the event of termination of the Agreement by the Customer or by EDUSIGN and whatever the cause, the Customer may request a backup of the hosted data on a storage device chosen by EDUSIGN or by e-mail, which will be made within the time limits and at the rates in force for this service, unless this termination occurs exclusively for failure by EDUSIGN to operate the Services properly.

If expressly requested by the Customer, EDUSIGN undertakes to delete and remove from its system the data belonging to the Customer. This deletion will take place within 10 days of the Client's request. EDUSIGN will then no longer be responsible for archiving the Client's attendance sheets.

EDUSIGN reserves the right to keep the data necessary for the proper functioning of this service for a maximum period of 10 years or for the maximum legal period authorised if this period is less, unless the customer expressly requests otherwise.

15. RESPONSIBILITY

15.1. Customer responsibility

The Customer and the User undertake to comply with the regulations applicable in terms of intellectual property, protection of personal data, respect for privacy and, more generally, to comply with all the regulations in force.

The Parties acknowledge that only the Customer has the capacity to control and know the content passing through the Operating

Platform.

The Customer guarantees that he/she has all authorisations to use and/or distribute on the territory, information and data of any kind, hosted by EDUSIGN and is solely responsible for the consequences of making them available to the public.

The Customer agrees not to include in the data hosted by EDUSIGN any illegal elements, such as defamatory or racist statements.

In the event of a breach of the provisions of the law of 21 June 2004 ("LCEN") established by a judicial authority within the meaning of the same law, or in the event of an injunction issued by the judicial authority to remove contentious content, EDUSIGN may take all necessary steps to remove this content or prevent access to it, without the prior agreement of the Customer. EDUSIGN will only have to inform the Customer, a priori or a posteriori.

In the event of an amicable claim or formal notice from a third party addressed to EDUSIGN, which considers that the content is illicit or causes it prejudice, EDUSIGN will inform the Customer without delay.

If it appears to EDUSIGN that data hosted on behalf of the Customer are clearly illegal, EDUSIGN may take any measure necessary to remove access to the content at issue or to make access impossible, and will inform the Customer.

The suspension or interruption of access to content for the reasons mentioned above will not entitle the Customer to any compensation from EDUSIGN.

In addition, the Customer will remain liable to EDUSIGN for the full price agreed throughout the period of suspension or interruption.

In any case, the Customer guarantees EDUSIGN of the financial consequences of any recourse, any action, and a fortiori any condemnation to which EDUSIGN could be exposed because of illegal data hosted by EDUSIGN under the Agreement.

15.2. Responsibility of EDUSIGN

In any event, EDUSIGN cannot be held responsible in the event of force majeure or events beyond its control.

However, EDUSIGN undertakes to implement all the means at its disposal to ensure the best guarantees on the integrity of data and in particular:

- Systematic use of recent versions of Antivirus software.
- Storage on disks with redundant technologies. (Information is copied in real time to several disks, so the failure of one disk does not interrupt Services).
- Daily data backup.
- Regular testing of restoration procedures.
- Encryption of sensitive data.

EDUSIGN cannot be held responsible in the event of legal proceedings against the Customer or the User due to illegal

use of the Software.

EDUSIGN is bound by an obligation of means and will not be held responsible for any delay in the performance of the Services.

In addition, EDUSIGN cannot be held responsible for the incorrect application or non-application of the advice for use provided as part of the assistance, nor for the application of advice that does not come from EDUSIGN.

Under no circumstances will EDUSIGN be liable for the actions of third parties, or for indirect damages such as, in particular, operating losses, commercial damages, loss of customers, loss of orders, any commercial disturbance, loss of profit, damage to brand image.

With the exception of infringement actions, any action brought against the Customer by a third party constitutes an indirect loss and therefore does not give rise to a right to compensation.

16. DECLARATION

The Customer declares that he/she is fully aware of the Internet, its characteristics and limitations, and acknowledges in particular :

- That data transmissions over the Internet are only relatively reliable from a technical point of view, as they circulate on heterogeneous networks with different characteristics and technical capacities, which are sometimes saturated at certain times of the day;
- That certain specific networks may depend on special agreements and be subject to access restrictions which will not allow access to the Software.
- That users of the Software may be located anywhere in the world, and that the content of the Software may be reproduced, represented or more generally distributed without any geographical limitation;
- That data circulating on the Internet is not protected against possible misappropriation and that therefore the communication of passwords, confidential codes and more generally any information of a sensitive nature is carried out by the Customer at his/her own risk.
- That the provision of the Software content to users may be subject to unauthorised third party intrusions and consequently corrupted despite EDUSIGN providing password protected access.

17. TECHNICAL PROTECTION MEASURES

The Customer is hereby informed and expressly accepts that, in accordance with the applicable legal provisions :

- EDUSIGN Software includes technical devices (cookies or other technologies) that,

during an Internet connection, allow the Customer via a web service, either automatically, or if necessary at the initiative of EDUSIGN, to send EDUSIGN information on the identification of the Customer (IP address),

- The information obtained by EDUSIGN through these technical devices may also be used by EDUSIGN in the fight against counterfeiting, to identify and prevent any illegal or non-compliant use of the Software.

18. MAJOR FORCE

The Parties shall not be held liable if the non-performance of part or all of the obligations incumbent on one of them is due to force majeure.

Initially, in the event of force majeure, performance of the Contract is suspended and the parties meet to determine how to continue their relationship.

The parties will contact each other by email or registered letter with acknowledgement of receipt.

The parties have 7 days to notify each other of a case of force majeure. The parties will have 14 days to respond to this warning. The parties will have 30 days to negotiate a new agreement or decide to keep the present agreement.

Exchanges may take place by any means and in any place jointly decided by the parties. In the event of disagreement, the meeting will be held remotely, using videoconferencing software chosen by EDUSIGN.

If the cases of force majeure last longer than one (1) month, the Contract will be terminated automatically, unless the Parties agree otherwise.

The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the case law of the French Courts: blockage, disruption or congestion of telecommunications networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, government or legal restrictions, as well as legal or regulatory changes to forms of marketing.

19. MISCELLANEOUS PROVISIONS

19.1. Changes to general terms and conditions

EDUSIGN reserves the right to modify the TOS at any time. These changes will come into force and will apply to all Customers and Users as soon as EDUSIGN informs the Administrator.

The fact that one of the Parties does not avail itself of a breach by the other Party of any of the obligations referred to in these GCU shall not be interpreted for the future as a waiver of the obligation in question. The annulment of one of the stipulations of these GCU shall not entail the annulment of the GCU as a whole, unless the disputed

stipulation can be considered, in the minds of the signatories, as substantial and determining, and its annulment would call into question the general balance of these GCU. In the event of the cancellation of one of the stipulations of these GCU which is considered to be insubstantial, the parties will endeavour to negotiate an economically equivalent clause.

19.2. Confidentiality

The data belonging to the Customer and managed by the Services are and remain the property of the Customer. EDUSIGN undertakes to keep this data confidential, not to make any copy of the data, other than for technical or backup purposes, and not to use it for any purpose other than for statistical purposes or for the performance of this Agreement.

Reciprocally, the Customer undertakes to keep the prices of EDUSIGN's services under the Contract completely confidential.

19.3. Disclaimer

The fact that one of the Parties does not avail itself of a breach by the other Party of any of the obligations referred to in the Contract shall not be interpreted for the future as a waiver of the obligation in question.

The Customer irrevocably waives any request, claim, right or action against EDUSIGN or any of the companies in the group to which EDUSIGN belongs relating to the performance of the Contract and which would be made more than twelve (12) months after becoming aware of the event.

19.4. Assignment of the Contract

The Contract between the Customer and EDUSIGN is concluded *intuitu personae*.

Accordingly, the Customer's rights under the Agreement may not be assigned, sub-licensed, sold or otherwise transferred by the Customer without the prior written consent of EDUSIGN.

19.5. Full

The Contract expresses the entirety of the obligations of the parties. In the event of any difficulty of interpretation between any of the headings appearing at the beginning of the clauses and any of the clauses, the headings shall be declared non-existent.

No general or specific condition appearing in the documents sent or given by the Customer may be incorporated into the Contract, nor a fortiori contravene it or modify its scope, with the exception of the Customer's orders accepted by EDUSIGN.

Unless otherwise stipulated, the Contract may only be modified by an amendment duly signed by the persons authorised or mandated by the Customer and EDUSIGN.

19.6. Nullity

If one or more stipulations of the Contract are held to be invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations shall retain all their force and scope, and the Parties undertake to come together to agree a similar provision purging the ground of invalidity affecting the pre-existing stipulation.

19.7. Commercial reference

EDUSIGN may use the Customer's name and logo to promote the Software.

19.8. Brands

EDUSIGN is a registered trademark owned by EDUSIGN. Without the express authorisation of EDUSIGN, the Customer and the User undertake not to use or distribute them in any way whatsoever.

19.9. Notifications

All notifications, in order to be valid, must be made to the address mentioned in the Contract, by registered letter with acknowledgement of receipt or by email. Any time limit will run from the date of first presentation of the said letter or email.

19.10. No need for staff

Without the express and prior agreement of the other Party, each of the Parties expressly undertakes not to solicit with a view to recruitment, or to recruit directly or indirectly, any member of staff of the other Party who is or will be involved in the performance of the Contract, even if the initial solicitation is made by the member of staff himself. This prohibition applies throughout the duration of the contractual relationship and for twelve months following the end of the Contract. In the event of non-compliance, the defaulting Party will owe the other Party a fixed indemnity equal to the gross salaries actually received during the twelve months prior to the departure of the person solicited.

19.11. Information technology and freedom

The personal data collected on the Customer or the User when the Contract is concluded, are subject to the provisions of Law No. 78-17 of 17 June 2019 relating to information technology, files and freedoms. Visit Customer consequently has the right to oppose, oppose, oppose right of access and rectification.

19.12. Law and jurisdiction

The Contract is governed by French law.

In the event of a dispute and after an attempt at amicable settlement, jurisdiction is expressly assigned to the Versailles Commercial Court (Yvelines), notwithstanding multiple defendants or the introduction of third parties, including for proceedings on application or emergency proceedings, and injunction proceedings and their consequences.

In the event of a dispute arising in connection with this contract, the Parties undertake to have recourse to mediation before any recourse to the courts. A mediator with knowledge relating to the business of the Parties shall be appointed as mediator by the Parties. The mediator shall be appointed by the most diligent party and shall have a period of one month in which to carry out his task. The parties may decide to extend this period by mutual agreement. No referral to the judge may be made before the expiry of this period, except with the express agreement of the parties. The parties undertake to cooperate in good faith with the mediator.

The mediator's role is to help the parties to settle their dispute amicably. To this end, the mediator hears each party, as well as any person whose observations he deems necessary. The mediator may request any documents that may be relevant to his task. The mediator is bound by professional secrecy. The mediator's remuneration is borne equally by both parties.

At the end of his assignment, the mediator will issue a report setting out the steps taken, the difficulties encountered and the solution he recommends. If the parties agree with the proposed solution, a settlement agreement is drawn up setting out the mutual concessions made by the parties to put an end to the dispute. If this settlement fails to receive the agreement of both parties, the most diligent of them may refer the dispute to the competent arbitrators for a ruling.

20. Payments and billing

The Service and any EDUSING are provided "as is" and "as available" without warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, accuracy, completeness, timeliness, freedom from interruption, viruses or other defects, and non-infringement.

Your sole remedy against us for dissatisfaction with the Service or any EDUSIGN is to discontinue using the Service or such EDUSIGN. In no event will we, our affiliates, subsidiaries,

officers, directors, employees, agents, licensors or service providers be liable for any damages, including without limitation, indirect, consequential, special, incidental or punitive damages, arising out of the use or inability to use the service or EDUSIGN, whether based on warranty, contract, tort or any other legal theory, and whether or not we or our affiliates are advised of the possibility of such damages.

To the fullest extent permitted by applicable law, EDUSIGN assumes no responsibility for (i) EDUSIGN errors, mistakes or inaccuracies; (ii) personal injury or property damage of any kind resulting from your access to or use of the service; (iii) any unauthorised access to or use of our secure servers and/or any information, including personal or financial information, stored on them; (iv) any error, mistake, loss, damage or unauthorised access resulting from the use of third party applications by you, your end users or by EDUSIGN on your behalf; (v) any interruption or discontinuance of transmission to or from the Service; (vi) any bugs, viruses, Trojan horses or the like which may be transmitted to or through our Service by any third party; (vii) any errors or omissions in any EDUSIGN intellectual property or for any loss or damage incurred as a result of the use of any EDUSIGN intellectual property posted, emailed, transmitted or otherwise made available through the Service; and/or (viii) user content or defamatory, offensive or illegal conduct of any third party. In no event will EDUSIGN, its affiliates, agents, directors, employees, suppliers or licensors be liable to you for any claim, proceeding, liability, obligation, damage, loss or cost relating to this Agreement in excess of €100.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if EDUSIGN has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and shall apply regardless of the success or effectiveness of any other remedy.

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state.

21. Payments and billing

Users of the Service may be required to provide their bank details to EDUSIGN or EDUSIGN's appointed payment service provider (the "PSP"). Users will be responsible for payment of all applicable fees associated with their use of the Service (the "Fees"). You are solely responsible for all federal, state and local taxes, including sales, use, VAT or similar transaction taxes imposed on your paid subscription to the Service, unless you provide EDUSIGN with a valid tax exemption certificate ("Taxes"). Any Taxes payable by you will be separately stated and excluded from the Fees. Notwithstanding the foregoing, you shall have no liability for Taxes that are statutorily imposed on EDUSIGN, including Taxes or fees based on EDUSIGN's net or gross income.

All paid plans must indicate a valid payment account. Free accounts are not required to provide payment account information. We will invoice you immediately when you

upgrade from a free plan to a paid plan.

For monthly payment plans, the service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, no refunds for upgrades or downgrades, and no refunds for months not used with an open account.

For annual payment plans, the service is billed in advance for one (1) year subscription periods and is non-refundable. Your annual plan will automatically renew for successive one (1) year subscription periods, and you will be charged the applicable fees on each annual anniversary of your purchase, unless you cancel your account plan prior to the

end of the current annual period. There will be no refunds or credits for partial periods of service, upgrade or downgrade refunds, or refunds for periods not used with an open account.

Certain credits may apply when you purchase a service upgrade or move from a monthly plan to an annual payment plan.

To the extent that your use of the Service exceeds the usage limits set forth in your payment plan (as indicated on <https://edusign.fr/tarifs> or <https://edusign.app/school/settings>), and including but not limited to the categories of use of signups, signature credits, document templates, alerts, users), EDUSIGN reserves the right to charge you an overage fee for any excessive usage, at EDUSIGN's sole discretion.

We reserve the right to change our fees and to institute new fees at any time (including, for clarity, for any renewal), by notifying you by email, in writing or on paper, or by posting such notice on our website, as determined by EDUSIGN in our sole discretion. Your use of the Service after such notice constitutes your acceptance of any new or increased fees.

EDUSIGN also offers annual or monthly online payment. If one of these options is chosen, payment will be made at the beginning of each month of consumption from the first day of invoicing.

Notwithstanding the provisions of Article 1342-10 of the Civil Code, it is expressly agreed that, in the event that several invoices are due and the Customer makes a partial payment, EDUSIGN will be free to allocate said payment as it sees fit, notwithstanding any indication to the contrary made by the Customer.

In addition, in the event of late payment by the Customer, a fixed indemnity for collection costs in the amount of forty euros (€40) will automatically be payable by the Customer. Additional compensation will be claimed by EDUSIGN, when the recovery costs actually incurred are greater than the amount of the aforementioned fixed compensation.

The right of use fee and all other sums due hereunder are stated exclusive of VAT, customs duties, withholding taxes and

any applicable taxes, which are payable by the Customer. In the event that there is a withholding tax, customs duty or import tax, the Customer will pay these taxes to the competent tax authorities and will send EDUSIGN spontaneously proof of payment.

In addition, and without prejudice to its right to claim damages by any legal means, or its right to terminate the Contract, in the event of non-payment, thirty

(30) days beyond the agreed term of payment, despite formal notice remained unsuccessful, EDUSIGN reserves the right to suspend its obligations hereunder including access to the Software, until full payment of principal, penalties, costs of restoring the Services and interest.

No compensation may be made without the prior written agreement of EDUSIGN.

This suspension does not affect the amount of the monthly fee, which remains due for the entire current period.

Services will resume as soon as the cause of suspension has been removed, without extending the current period.

22. Retention of personal data and RGPD

2.1. Data collected

Only data useful for the proper functioning of the services provided by EDUSIGN under the contract established with the Customer and the EDUSIGN application are used.

Data likely to be collected, non-exhaustive list.

- Email
- Name
- First name
- IP address
- Organisation
- Geolocation (not stored and optional)
- Password
- Model of appliance
- Browser
- Signature
- Professional designation
- Telephone
- Profile picture
- Training
- Messages to our customer service
- Reason for absence
- Bank details
- NPS score
- Time-stamp and visit duration information
- Visited pages
- Clicks and other interactions on the various pages
- Any other data added by an Edusign User

Depending on the parameters set by the Administrator on EDUSIGN, EDUSIGN may collect, store and use other personal data. EDUSIGN is in no way responsible for the addition of sensitive data on EDUSIGN by the Customer or a User.

This data may be kept for the maximum legal period.

This data is communicated to EDUSIGN's subcontractors, whose services are required to fulfil the contract between EDUSIGN and the Customer.

Data is retrieved and stored by all secure means available to EDUSIGN.

The Customer may at any time contact EDUSIGN in order to reduce the retention period or to delete it. This request may be made by registered letter or by email to dpo@edusign.fr. EDUSIGN will take appropriate measures to respond to the request expressed by the Customer.

Information about EDUSIGN's data processing under the GDPR is publicly available on one of EDUSIGN's websites. Currently at <https://www.edusign.fr/rgpd>

23. Translation of this document

The present document has no legal value. Please refer to the French version of the document for a legally binding document.