



## GENERAL TERMS OF SERVICES FOR KLAXOON ESHOP

(updated September, 30<sup>th</sup> 2020)

### Welcome to the KLAXOON Shop!

KLAXOON offers its Clients an online KLAXOON Shop so that they can enjoy the KLAXOON Services.

#### **Article 1. Definitions**

In these general terms of services for e-commerce (hereinafter, the “**GTSE**”), the terms referred below, in the singular or the plural, shall have the following meanings:

“**Affiliate**” means any company controlled by a Party, controlling that Party or under joint control.

“**Client**” means a professional or consumer client who places an Order on the Website acting for its personal needs. Some provisions of the GTSE shall be applicable only to either consumer or professional Clients and shall be indicated as such.

“**Consumer Client**” means a natural person, who is acting outside the scope of business.

“**Contract**” means the present GTSE, the Order, KLAXOON’s privacy policy and the GTCU applicable to the Services. In the event of any difference or contradiction between the provisions of the GTSE and the provisions of the GTCU, the provisions of the GTSE shall prevail.

“**Data**” means any data inserted in the Service by the Users.

“**Documentation**” means information related to the Services and its condition of use. This Documentation is accessible online at the following address: <https://help.klaxoon.com/hc/en-us>. The Client undertakes to read such Documentation with its updates and to use the Services in accordance with such Documentation.

“**GTCU**” means the general terms and conditions of use for the KLAXOON Services attached to the present GTSE.

“**KLAXOON**” means the KLAXOON company and its Affiliates.

“**Offers**”: means the Service offers available on the Website or available in the future.

“**Order**” means an order for Services placed by the Client via the Website.

“**Party**” means individually, KLAXOON or the Client, and collectively, both KLAXOON and the Client.

“**Personal Data**” means any information relating to an identified or identifiable natural person who can be identified in accordance with the data protection law and regulation

“**Professional Client**” means a person acting inside the scope of business (trade, industrial, craft, liberal profession).

“**Service(s)**”: means the KLAXOON Solution available in software as a service mode “SaaS” from the Website or any website operated by KLAXOON and any service ordered by the Client on the Website.

“**Subscription**”: means the subscription by the Client to KLAXOON Services.

**"Terminals"**: means any computer or communication terminal (such as a smartphone, an electronic tablet, a computer equipped with IOS, Android or Windows operating systems) for connecting to the Internet or to any mobile telephone network and supporting the latest versions of the main web browsers available on the effective date of the GTSE.

**"User"** means any natural person using the Services.

**"Website"** means the KLAXOON Shop accessible at <https://www.klaxoon.com>

## **Article 2. Purpose**

The GTSE define the terms and conditions of service applying to the Website and to the Services.

## **Article 3. Acceptance of the Contract**

By ticking the box "*I accept the GTSE, KLAXOON's Privacy Policy and agree to pay the amount of my Order*" before final validation and payment of the Order, the Client shall communicate its express and unreserved consent with respect to the GTSE and acknowledges the exclusive and unreserved application of the Contract.

The Client is informed and acknowledges the use of Services is subject to the provisions of the present GTSE and to the GTCU attached to the Contract.

The acceptance of these GTSE is complete and forms an indivisible whole, and the Client cannot (i) choose to apply only part of the GTSE only or (ii) express reservations.

## **Article 4. The Client's Obligations**

The Client declares, prior to the finalization of its Order, that it has read the characteristics and features of the Services, the GTSE, the GTCU, the content of the selected Offer and has made sure that such Services fit its particular needs.

The Client agrees to:

- provide KLAXOON, in a timely manner, all accurate, up-to-date and complete information and documents necessary to process the Order and provide the Services;
- pay KLAXOON the Price and/or fees agreed upon in the chosen Offer;
- use the Services in accordance with the Documentation and the GTCU.

## **Article 5. Description of the Services**

### **5.1. Content of the Offers**

KLAXOON offers to its Clients a range of innovative Services allowing Data to be stored and exchanged when organizing and implementing meetings, training sessions and/or seminars. Such Services are accessible in SAAS mode via the Website and are subject to Subscription.

A detailed description of the Offers and Services is available on the Website.

Taking into account the high upgradability of KLAXOON technologies and KLAXOON's desire to continually improve the User experience, the Client is fully informed and accepts that the range of KLAXOON Services is evolving. Service enhancements are deployed in accordance with the provisions of articles 7 and 10 of these GTSE. The version of the Service granted to the Client is the latest version in production at KLAXOON. The Client can consult the version number on the Service interface.

## 5.2. Dedicated Services

The Client is informed that KLAXOON offers personalized and additional Services ("**Additional Services**") such as training sessions and customer support, consulting services, partner program certifications, etc.

Subject to their availability, the Additional Services will be subject to the prior acceptance of a specific quotation and will be governed by the specific service conditions applicable to this Order.

## Article 6. Orders

### 6.1. Orders placement

Every Order is subject to an obligation of payment and implies the unconditional acceptance by the Client of the GTSE, the express waiver of any other prior document or exchange relating to the Order, or subsequent and not formalized by an express, written document signed by both Parties.

The Consumer Client declares and acknowledges prior to the Order that it is familiar with the information on the essential characteristics of the Services and their respective Prices.

When filling the Order forms, the Client provides the mandatory information required for the processing of its Order, *i.e.* name, surname, address, phone number, company registration number (if applicable), VAT number (if applicable) and the type and number of Services.

The Client agrees to provide accurate and up-to-date information in the Order. KLAXOON shall not be held responsible for any potential data entry errors and their consequences.

Once the Client confirms its Order by clicking on the button displayed on the Website, the Order is confirmed and definitive.

In the event where the Client suspends or abandons the ordering process, the Client expressly agrees that KLAXOON may contact the latest in order to provide assistance in the fulfilment of the purchasing process in accordance with the provisions of KLAXOON's Privacy Policy.

The Order is registered upon confirmation of payment by the Client, subject to acceptance by the Client's bank.

The Order summary is displayed on the screen and the Order number is emailed to the email address previously registered by the Client.

### 6.2. Orders cancellation

KLAXOON reserves the right to cancel an Order for any legitimate reason, in particular in case of:

- incorrect information provided by the Client when entering the required data;
- failure to pay that may or may not result from a denial of authorization from the payment center;
- more broadly, fraud or violation of the GTSE attributable to the Client.

## Article 7. Payment terms

### 7.1. Prices

The list and prices of the Offers are available to Clients on the price list accessible on the Website (the "**Prices**").

The Prices of Services mentioned in the Offers are:

- shown excluding taxes;
- those in force when the Offers are consulted and when the Order is validated by the Client; and
- shown all taxes included before validation of the Order by the Client.

The Prices do not include the fees and costs of purchasing Terminals and/or any telephone or Internet subscription from the operator chosen by the Client to use and access the Services.

The Prices do not include (i) the Dedicated Services subscribed under a Corporate Offer, or upon dedicated request from the Client. Such Dedicated Services shall be covered by specific invoice by KLAXOON; (ii) the potential Upgrades (as this term is defined below) provided by KLAXOON during the term of the Contract.

KLAXOON reserves the right to modify its prices at any time. Price changes are applicable immediately to any new Order. For Services in use, in the event of a price increase, the Client shall be informed thirty (30) calendar days by e-mail before the effective date of the new prices. As a result, the Client will have, from this notification, a period of thirty (30) calendar days to terminate without penalty the Subscription, by registered letter with request for acknowledgment of receipt. Otherwise, the Client will be deemed to have accepted the new prices applicable to the Service.

## 7.2. Payment terms for Orders

Orders are paid on the Website by:

- **Credit/Debit card:** Visa, Eurocard-Mastercard, American Express.

Orders shall be paid upon final validation of the Order by the Client.

Upon payment of the Order, a request for authorization is issued to the relevant payment center. The acknowledgement and processing of all Orders is subject to the agreement of such payment centers. In case of rejected payment, the Order shall not be accepted and the Client will be notified by a message posted on the Website.

The Client guarantees KLAXOON that it has the necessary authorizations to use the method of payment it has chosen for its Order.

The Subscription will be paid by debiting the bank account associated with the credit card, the details of which were provided by the Client upon validation of the Order.

**Corporate Offer:** The terms and conditions of payment for the Services included in the Corporate Offer shall be agreed upon in the specific commercial offer sent by KLAXOON to the Client.

## 7.3. Proof of the transaction

The data recorded by the Website, validated by the confirmation email that the Client receives when the Order is processed, and the data recorded by the secure payment service provider constitute proof of the entire Order.

## 7.4. Late payments

When validating the Order or when renewing the Subscription, and unless in case of Client termination of the Subscription in accordance with Article 9.1.1 of the GTSE, KLAXOON will collect the amount to be paid for the new Subscription period using the Client's credit/debit card details provided when the Order was placed. In the event of failure, KLAXOON will send the Client a reminder e-mail inviting the latest to proceed to payment by using the hypertext link transmitted via this e-mail. In the event of non-payment within five (5) days following the first bank debit attempt, KLAXOON reserves the right to suspend access to the Service.

**Professional Clients and Consumer Clients:** In case of non-payment by the due date of a single invoice sent to the Client, KLAXOON reserves the right to suspend access to the Services and to cancel the Subscription, to keep as initial monetary damages the amounts already collected under the Order in question, without prejudice to any other monetary damages, if any, and any other remedies available to KLAXOON.

## Article 8. Right to withdraw

The provisions of this **Article 8** are only applicable to Consumer Clients under the conditions set forth by the French *Code de la consommation*.

Within the limitations set forth in Articles L221-18 et seq. of the French *Code de la consommation*, the Client may cancel the Order within fourteen (14) days from completion of the Order for Orders for Services by notifying KLAXOON of its intention to cancel the Subscription.

However, the Consumer Client acknowledges that, in accordance with Article L.221-28 of the *French Code de la consommation*, the provision of the Services starts when validating the Order and before the end of the withdrawal period. As a result, the Client waives such right to withdraw.

## **Article 9. Duration and terms of use of the Services**

### **9.1. Subscription to the Services**

The Client has access to KLAXOON Services for the duration of Subscription specified on the Order

The Subscription is automatically and tacitly renewed by successive periods of the same duration as the initial term, unless terminated before the end of the initial period or before each renewed period by the Client using (i) a registered letter with acknowledgement of receipt ; or (ii) the “unsubscribed” option accessible via the Client’s dedicated administration console.

At the end of its annual Subscription, the Consumer Client will be informed by email of its ability to cancel the Subscription between one (1) and three (3) months before the end of the initial Subscription period.

#### **Information for the Consumer Client:**

In accordance with the provisions of Article L.215-4 of the French *Code de la consommation*, the Client is informed that:

*For service contracts entered into for a fixed period with an automatic renewal clause, the professional service provider shall inform the consumer in writing, by registered letter or by email, no earlier than three months and no later than one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the contract it has entered into with an automatic renewal clause. This information, issued in clear and comprehensible terms, mentions, in a visible framed box, the deadline for non-renewal.*

*Where this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time as of the date of renewal.*

*Advances made after the last renewal date or, in the case of open-ended agreements, after the conversion date of the initial fixed-term contract, are reimbursed within 30 days of the termination date, less the corresponding sums incurred in the performance of the contract up to that date.*

*The provisions of this article are without prejudice to those which legally submit certain contracts to specific rules regarding informing the consumer.*

### **9.2. General terms of use**

The use of the Services subscribed under the Subscription is governed by the KLAXOON general conditions of use annexed to these GTSE and available at: <https://klaxoon.com/eula.pdf>. The Client undertakes that when using the Service, each User shall be subject to the GTCU.

The Service is accessible via the Website and requires the use of personal login IDs provided by KLAXOON. The login credentials provided as part of the Service in SaaS mode are strictly personal, individual, confidential and non-transferable.

When using the Service, the Client is solely responsible for the choice of the Services subscribed to, the nature of the information and files transmitted, distributed or collected, their use and updates.

## **Article 10. Warranties - Maintenance**

### **10.1. Access to the Website**

The Service is considered to be made available to the Client "as is" without being the subject of specific adaptation measures. It is therefore the Client's responsibility to check that the Service is adequate for its requirements and to take all the necessary precautions.

Due to the very nature of the Internet and mobile telephone networks, KLAXOON cannot guarantee to the Client the continuous and permanent availability of access to the Website.

KLAXOON does not guarantee that the Website is free from anomalies, errors or bugs and that its operation is uninterrupted. Consequently, the Client is reminded that it is its responsibility to take all appropriate measures (including regular backups) to minimize the harmful consequences related in particular to a possible interruption of operation or possible loss of data generated by the Website due to its use.

The Client will take care to have a Terminal enabling access to the Internet and equipped with an up-to-date operating system.

KLAXOON does not guarantee the proper functioning of the Services on an obsolete Terminal or no longer supported by its manufacturer, which the Client expressly acknowledges.

KLAXOON does not guarantee the accuracy of the data and information stored, hosted, displayed, disseminated and transmitted by the Client during the access to the Website, or whether they are current and/or complete.

The Client acts as an independent entity and therefore assumes all risks related to its activity. The Client acknowledges that it is solely responsible for the data which it creates, modifies or deletes.

### **10.2. Warranty for Services**

All warranties are excluded in the following cases: (i) the Services is used in a manner which is abnormal and/or which does not comply with its intended use or with the Documentation (ii) the Service is combined with another product which results or not in an infringement of the rights of a third party, (iv) failure by the Client to install the Updates (a definition of which is given below) provided by KLAXOON or (v) force majeure.

### **10.3. Maintenance**

For the entire duration of the Subscription, KLAXOON shall provide the Client with technical assistance with a view to addressing problems in accessing the Website or in using the Service.

This service is accessible via various channels (phone, mail and webchat) depending on the option subscribed in the Order Form, and in any case, by email at [help@klaxoon.com](mailto:help@klaxoon.com) and webchat accessible directly via the Service.

Requests from Clients will be answered as promptly as possible from Monday to Friday (except on French bank holidays) from 8 am to 7 pm (Central European Time).

KLAXOON shall make every effort to deal with the Client's request.

KLAXOON undertakes to provide corrective maintenance for the Service free of charge for the duration of the Subscription.



As part of the provision of corrective maintenance, KLAXOON shall provide the Client with every available update of the Service version (hereinafter an "**Update**"), automatically or in accordance with the procedures indicated in the Documentation or communicated to the Client by any other means. The Client undertakes to implement the measures necessary to ensure that it only uses the latest Update delivered by KLAXOON.

The corrective maintenance services apply to the last available version of the Service.

KLAXOON must satisfy a "best endeavours" obligation with regard to providing access to the Service in SaaS mode, and undertakes, in this regard, to make every effort to deliver the following level of service to the Client:

- 24/7 availability (98% of the time);
- KLAXOON's integrated video conferencing Service availability up to 100 hours per month and per Subscription
- Response time after receiving an email sent to [help@klaxoon.com](mailto:help@klaxoon.com) reporting a problem with the Website or with the use of the Service: 2 hours maximum during working hours (Monday to Friday, except on French bank holidays, from 8 am to 7 pm, Central European Time);
- Time to restore the Service following a total loss of Service reported by email to [help@klaxoon.com](mailto:help@klaxoon.com): 4 hours maximum during working hours (Monday to Friday, except on French bank holidays, from 8 am to 7 pm, Central European Time).

KLAXOON will make available to the Client any evolution of the Service implementing new major functionality(s) (hereinafter an "**Upgrade**") during the duration of the Subscription as indicated in the Documentation or communicated by KLAXOON to the Client by any other means. The Client undertakes to use only the latest Upgrade of the Service.

### **Article 11. Intellectual Property Rights**

KLAXOON shall retain all of its intellectual property rights, such as in particular all trademarks, patents, utility certificates, discoveries, know-how, copyrights, neighboring rights, software, their documentation, interfaces and preparatory work, databases, database creator's rights, design, design patent, company names, trade names, signs and/or domain names (hereinafter the "**Intellectual Property Rights**") relating to the Website and Services, as well as to their interface and documentation.

The Client acknowledges and agrees that this Contract does not imply any assignment or concession in its favor of KLAXOON's Intellectual Property Rights, whatever they may be on the Website and/or Services.

KLAXOON holds or is vested with all the Intellectual Property Rights pertaining to the Service and grants to the Client, for its own use, a personal, non-assignable and non-transferable licence to use its rights relating to the Service, to the exclusion of any other use, worldwide, and subject to the full payment of the relevant amounts due. This licence to use is granted for the entire duration of use of the Service.

The Service may incorporate third-party technologies belonging to other developers. The rights granted on these technologies are subject to observing the various rights and complying with the obligations which are imposed on the Client, and which are, if necessary, communicated to the latter in the Documentation.

As a result of the foregoing and without KLAXOON's prior written approval, the Client shall not, for itself or for a third party, reproduce, disclose, disseminate, distribute, represent, adapt, translate, modify, decompile, market, or sub-license of all or part of KLAXOON's Intellectual Property Rights, whatever its purpose, the medium considered, the duration, territory and resources used.

The Client undertakes to:

- Login to the Service using only the personal and confidential code allocated (hereinafter the "**Code**");
- Keep the Code confidential and notify KLAXOON without delay of any theft or loss of this Code by sending an email at the following address: help@klaxoon.com;
- Use the Service for its professional needs (internal organization, customer relationship and for any event carried out on its behalf). The Client prohibits itself to resale the Service, services based on the Service or incorporating all or part of the latter (with the exception of services provided by KLAXOON Partners duly certified or authorized for this purpose by KLAXOON);
- Not to infringe the copyright and/or to harm the image and/or to the reputation of KLAXOON;
- Not to recreate or to attempt to recreate, based on the information provided on the Website, a website and/or software whose purpose is to offer third parties, directly or indirectly, free of charge or subject to payment, the same service or a comparable service, and/or to circulate or sell, in any way whatsoever, information with the intention of assisting a third party to recreate, entirely or in part, a Website of this kind or an equivalent Website, software of this kind or equivalent software.

If a claim is submitted to the Client regarding the infringement by the Service and/or Website of an intellectual property right in France, the Client undertakes to pass on directly to KLAXOON the details regarding such claim.

The Client is expressly informed and accepts that KLAXOON may, at its discretion and expense, either replace or modify all or a part of the Service and/or Website, or obtain for the Client a right to use on the condition that the Client has respected the following conditions:

- the Client has accepted and fulfilled all its obligations under the terms of the GTSE;
- an infringement action has been filed in a court of competent jurisdiction;
- KLAXOON is able to defend its own interests and those of the Client, and in order to do so, the Client collaborates loyally with KLAXOON by supplying all the elements, information and assistance needed.

Should none of these measures be reasonably conceivable, KLAXOON may unilaterally decide to terminate the right to use granted for the Services and/or Website and shall reimburse the Client for the payments made over the last twelve (12) months.

The provisions of this article define all KLAXOON's obligations with regard to the infringement of patents and/or copyright resulting from the use of the Service.

The Parties expressly agree KLAXOON may use the Client's company name, trade name and logo as commercial references (or clients list) on KLAXOON's Websites and commercial documentation for the duration of the Subscription and 2 years thereafter.

## **Article 12. Privacy policy - Personal Data**

### **12.1. KLAXOON's privacy policy**

Before finalizing and validating an Order, the Client agrees to consult the confidentiality and data protection policy established by KLAXOON and the KLAXOON practices regarding Internet advertising and the use of cookies, which also govern the use of certain services operated on the Website or on KLAXOON's Websites:

<https://klaxoon.com/privacy-policy>

The Client is informed that the general terms of use KLAXOON contain specific provisions regarding the processing of personal data.

### **12.2. Personal data**

#### ***General data processing framework under the Contract***



As part of the performance of this Contract and the provision of the Service, data relating to the Client and/or Users or which enable to directly or indirectly identify them are processed or may be processed by KLAXOON, the Client and/or the Participants (as defined below).

Acting as data controller, each Party determines individually the means of the Personal Data collection and the purposes of the processing activities that such Party carries out as part of the performance of this Contract.

This Contract shall not entail joint liability between the Parties regarding Personal Data processing activities nor imply a subcontracting relationship between the Parties

### ***KLAXOON's Personal Data processing***

KLAXOON collects and processes Personal Data for the purposes mentioned in the privacy policy accessible at the following address: <https://klaxoon.com/privacy-policy>.

As part of this Contract management and the provision of the Service, Personal Data may be shared by KLAXOON with any companies controlled by KLAXOON, controlling KLAXOON or under common control as described in article L.233-3 of the French Commercial Code.

KLAXOON may be compelled to submit all or part of Personal Data to any competent judicial authority or administration with regard to applicable law or pursuant to any binding decision. KLAXOON undertakes to disclose only that portion of Personal Data which is legally necessary or appropriate to fulfil its obligation.

In the event where KLAXOON transfers Personal Data to a country for which the European Commission has not provided an adequacy decision, KLAXOON shall provide appropriate safeguards in order to ensure the ongoing confidentiality and integrity of Personal Data in accordance with article 46 of the GDPR.

KLAXOON has appointed a Data Protection Officer: [legal@klaxoon.com](mailto:legal@klaxoon.com).

### ***Client's Personal Data processing***

The Client acts as Personal Data Controller of the Personal Data processing which is carried out by the Client in its name; or on behalf of the participants, i.e Users participating to activities with or without a Subscription ("**Participants**"), or for administering the Participants user accounts, and for any processing directly carried out by the Participants in relation to the use of the Service; with no instruction being given to KLAXOON by the Client for such purpose.

During the entire duration of use of the Service, the Client:

- warrants that Personal Data are collected and processed lawfully and fairly and that the data subject has been informed or has given its consent when such consent is necessary for KLAXOON to perform its own processing activities;
- represents that Personal Data processing performed by the Client is based upon one or several legal grounds set forth in article 6 of the GDPR;
- undertakes to use in relation to the Service, only Personal Data for which the Client and/or the Users are granted all rights or authorization to use, reproduce, store (particularly in relation to third-party Personal Data processed by the Client or the Users);
- undertakes to only use Personal Data that are complete, up-to-date and accurate.

### ***Parties' Mutual undertakings***

The Parties undertake with regard to their own Personal Data processing, to:

- comply with all applicable legal or regulatory requirements pertaining to the collection and processing of Personal Data, in particular with the provision of Regulation n°2016/679 of 27 April 2016 "**GDPR**"

- (hereinafter the “**Data Protection Legislation**”) and to comply with the GDPR requirements (such as records of processing activities and data protection impact assessment);
- implement any technical and organisational measures to ensure the ongoing confidentiality and integrity of Personal Data and to implement any appropriate safeguards, as may be requested by the GDPR; and
  - store Personal Data for a limited duration which is proportional to the purposes of the relevant processing activities.

Each Party, with regard to its own processing activities, undertakes to provide the data subject with all mandatory information under the Data Protection Legislation and to implement any measures to ensure that enforceable data subject rights are available.

Each Party, acting as Personal Data controller, shall ensure the security of all of its Personal Data processing activities.

In the event of any damage which the Client may suffer due to KLAXOON’s Personal Data processing activities, KLAXOON’s liability shall be subject to the provisions of Article 13 of the GTCS.

### ***Rights of the data subject***

In accordance with the provisions of the Data Protection Legislation (including articles 15 to 22 of the GDPR), the Client has the right to request from KLAXOON access to and rectification or erasure of Personal Data or restriction of processing concerning the Client or to object to processing as well as the right to data portability.

In accordance with the provisions of the Data Protection Legislation, the Client is informed that data that is derived, calculated or inferred from Personal Data provided by the Client are excluded from the right to data portability, to the extent that such inferred data is created by KLAXOON and is not provided by the Client or the Participants.

The Client may exercise these rights by accessing its Personal Data on the Website or by contacting KLAXOON: [legal@klaxoon.com](mailto:legal@klaxoon.com)

The Client is informed that the Users with no Subscription are provided the information related to KLAXOON’s Personal Data processing relating to the Participants in the GTCU which appear on the Participants’ devices and/or in KLAXOON’s Privacy Policy available at <https://klaxoon.com/privacy>

The Participants undertake to read and accept the content of KLAXOON’s GTCU prior to the first use of the Service.

The Participants, who shall be informed by the Client of the provisions of this article, may exercise their rights by emailing KLAXOON at [legal@klaxoon.com](mailto:legal@klaxoon.com).

As part of the Client’s processing activities carried out during the use of the Service, the Client:

- is designated to be contact point for the Participants or any data subject whose Personal Data are processed by the Client or the participants, in order to enable such Participants or data subjects to exercise the rights granted by the GDPR;
- manages the requests received by the data subjects.

To the extent possible and provided that KLAXOON receives such complete written requests in due time, KLAXOON provides the Client with reasonable support to comply with its obligation to proceed with data subject’s requests to exercise its rights relating to Personal Data carried out as part of the Service.

To maintain the ongoing security and confidentiality of Personal Data, KLAXOON reserves the right to request from the Client the provision of additional information necessary to confirm the Client’s identity, prior to the exercise of the above-mentioned rights.

In the event of unfounded or excessive requests from the Client, in particular because of their repetitive character, KLAXOON reserves the right to charge a reasonable fee or refuse to act on request, when such requests are subsequent to a prior request relating to the same subject matter which was duly processed by KLAXOON.

KLAXOON shall not be held liable for any action, delay of omission attributable to the Client or to the Participants which adversely affects the rights and freedoms of data subjects, resulting in obstructing or delaying the exercise of the Participants' rights or third parties' rights whose Personal Data are processed by the Client or the Participants as part of the Service.

The Client may obtain information about Data Protection Legislation or lodge a complaint with the French supervisory authority: Commission Nationale de l'Informatique et des Libertés: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07

### **12.3. Cookies**

A cookie is a text file which is installed on an Internet user's computer when s/he browses a Website.

With regard to access in SaaS mode, cookies are used by KLAXOON to store and re-read temporary information such as a user ID, and to improve the Service.

The use of these cookies is required for using the Service, which the Client accepts. Information about cookies will appear when the Client and/or a Participant logs into the Website for the first time.

Information about these cookies and their purposes are available in KLAXOON Privacy policy at <https://klaxoon.com/privacy>

### **12.4. Security of user IDs**

The user IDs provided to access the Service are strictly personal, individual, confidential and non-transferable.

The Client undertakes to keep its user IDs secret and not to disclose them in any form whatsoever. The Client is fully liable for their transmission to third parties.

The Client is fully liable for all use of the user IDs.

In the event of the loss or theft of one of its user IDs, the Client may ask, on the page of the Website used to access the Service, for the user ID to be reset, with the procedure subsequently involving email exchanges. If the user ID is stolen, the Client must notify KLAXOON without delay and via any suitable means so that KLAXOON and the Client can work together to determine the appropriate measures to take.

### **12.5. Data Security**

The Data of the Client and the Participants used in the context of the Service in SaaS mode is hosted by KLAXOON on servers located in the EU.

The server/Website is authenticated by a certificate validated by a trusted third party.

KLAXOON applies its technical infrastructure, hardware and monitoring software such that it can reasonably safeguard the security and integrity of the Client's Data under conditions which comply with good professional working practices and, since this data is Personal Data, in accordance with the provisions of Data Protection Legislation, in order to prevent (i) destruction, alteration, modification or loss of Personal Data, (ii) unauthorised disclosure of, or access to Personal Data, (iii) any kind or purposes of unlawful Personal Data processing activities not specified in the Contract.

Regarding the Personal Data processing activities carried out by the Client, the Client undertakes to implement appropriate technical and organisational measures to ensure the security, integrity and confidentiality of Personal Data which are processed as part of the Service.

In case of failure to comply with its security obligation under Data Protection Legislation resulting in Personal Data breach, the non-compliant Party shall be solely liable for the consequences of such breach with regard to the data subjects, the supervisory authority and/or any competent authority.

#### **12.6. Storage of Data**

KLAXOON undertakes to take every reasonable precaution to ensure the physical protection of the Data stored and/or exchanged when using the Service, in accordance with the good professional working practices applicable to the Service and with the provisions of Data Protection Legislation.

KLAXOON shall store Personal Data for the duration of the Contract. From the termination date of the Contract, KLAXOON may retain Personal Data for the necessary duration to comply with any legal or regulatory requirements (including but not limited to taxation requirements).

KLAXOON's policy regarding the storage duration of Personal Data of the Participants is set forth in the GTCU.

#### **12.7. Backing-up and reversibility**

The Client is responsible for regularly backing-up its Data, at its own expense and using its own equipment. However, at the Client's request, KLAXOON may back-up the Data and deliver it to the Client, subject to the prior acceptance by the latter of KLAXOON's quote.

Subject to applicable law, when the Subscription terminates, irrespective of the cause, KLAXOON, depending on the nature of the data at stake and the involved technical complexity, carries out the anonymisation and/or deletion all the Client's Data saved on the Website on the date when the termination of the Subscription takes effect.

### **Article 13. Liability**

#### **13.1. The Client's liability**

The Client is solely responsible for:

- the use of the Services by the Client and/or by the Users of the Service legally bound to the Client in any capacity whatsoever (employment contract, provision of services agreement, one-time invitation, participants in a seminar, *etc.*);
- the access administration to the Services and to any interconnected service allowing the use of the Services;
- data that it creates, modifies, or deletes.

The Client shall ensure that the members of its staff, agents, corporate officers and any user of the Service, are trained for using Services and comply with the GTCU applicable to the Services.

It is the Client's responsibility to take all appropriate measures to protect its Terminals, its own data and/or software from contamination by potential viruses circulating on the Internet or hacking from the Internet and to perform regular backups.

#### **13.2. KLAXOON's liability**

KLAXOON agrees to repair direct damages that may be sustained by the Client in case of non-execution or improper execution of the Order, due to its own actions or the actions of one of Affiliates and/or agents (excluding delivery).

KLAXOON cannot be held responsible for indirect and non-material damages (such as operating loss, loss of customers, loss of opportunity, etc.), which is expressly accepted by the Client.

### **13.3. Limitations and exemptions from liability**

It is recalled that the Client is solely and fully responsible for the use of the Website and the Services in accordance with the legal provisions, this contract and the GTCU.

Consequently and without prejudice to the specific provisions of the KLAXOON general terms of services or general terms of use, KLAXOON shall not be responsible for any damage whatsoever, in case of:

- (i) Client's errors or omissions in the Order process;
- (ii) damages resulting from fraudulent or illicit access to the Website due to the Client's negligence;
- (iii) failure to pay Orders by the Client;
- (iv) intervention of a third party not previously authorized by KLAXOON to operate on the Services;
- (v) any difficulties in accessing the Website due to a technical maintenance intervention required to ensure full service operation and/or a data update;
- (vi) Client's consultation of Third Party websites from any hypertext links posted on the Website; or
- (vii) force majeure.

The Client acknowledges that connection to the Website and the Services is via the Internet or a local computer network or any other communication protocol compatible.

Accordingly, it is expressly agreed between the Parties that:

- it is the Client's responsibility to take all necessary steps to maintain this access;
- the Client is aware of the technical risks that may affect these networks and protocols and cause slowdowns or unavailability making connection to the Website and/or Services impossible;
- KLAXOON shall not be held responsible for malfunctions and difficulties in accessing and/or using the Website and/or Services due to disturbances to the Internet network, local computer networks or in case it is impossible to access the Website and/or the Services due to an event beyond its control.

**PROFESSIONAL CLIENTS** –IN ALL CIRCUMSTANCES, IT IS EXPRESSLY AGREED BY THE PARTIES THAT, SUBJECT TO THE APPLICABLE REGULATION, THE TOTAL, FOR ALL CAUSES COMBINED, OF THE COMPENSATION, DAMAGES AND COSTS OF ALL KINDS WHICH MAY BE ASSUMED OR PAID BY KLAXOON FOR THE BENEFIT OF THE CLIENT, SUBSEQUENT TO A DEFINITIVE DECISION RENDERED BY A COURT OF COMPETENT JURISDICTION, CANNOT EXCEED AN OVERALL MAXIMUM AMOUNT FOR ALL DISPUTES COMBINED WHOSE VALUE IS EQUAL TO THE AMOUNTS EXCLUDING VAT PAID BY THE CLIENT TO KLAXOON UNDER THE TERMS OF THE DISPUTED ORDER OVER THE COURSE OF THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LIABILITY.

In accordance with the provisions of article 2254 of the French Civil Code, any action, dispute or request from a Professional Client, relating to the execution of the Order, shall be made within a maximum period of one (1) year from the day on which the Client had or should have had knowledge of the event giving rise to the action.

The provisions herein establish an allocation of the risks between the Parties. the Price reflects this allocation, and the liability limitation described.

### **Article 14. Insurance**

KLAXOON declares that it is insured for its liability in the context of its activity under the GTSE, by a reputedly solvent insurance company.

KLAXOON agrees to maintain this insurance coverage for the duration of the Subscription.

## **Article 15. Suspension and termination**

### **15.1. Suspension and termination by KLAXOON**

KLAXOON without prejudice to any monetary damages as from any legal action, may consider the Contract and/or Subscription automatically terminated and deactivate or cancel them without notice, in case of:

- total or partial non-payment of an invoice by the payment deadline shown on the invoice
- provision of all or part of the Services to third parties in any form whatsoever without KLAXOON's express prior consent;
- non-compliance to the GTSE and/or GTCU Services.

Unless otherwise agreed upon in these GTSE, the termination shall automatically take effect thirty (30) days after a formal notice sent by registered letter with acknowledgement of receipt to the Client, indicating the intention to enforce this Article and not subsequently settled, all without prejudice to any damages that KLAXOON may be entitled to claim.

In all cases covered by this article, the payment of the Subscription shall remain due to KLAXOON during the period of suspension and in the event of termination of the Subscription during the remaining period of the Subscription.

### **15.2 Termination by the Client**

The Client may terminate the Subscription only at the end of the initial or renewed contractual term in accordance with the provisions of article 9.1.

Without prejudice to the other provisions of the GTSE, a Subscription may be terminated by the Client in the event of non-compliance by KLAXOON with any of its obligations.

The termination shall automatically take effect thirty (30) days after a formal notice sent by registered letter with acknowledgement of receipt to KLAXOON, indicating the intention to enforce this Article and not subsequently settled, all without prejudice to any damages that the Client may be entitled to claim.

### **15.3. Consequences at the end of the Subscription**

In the event of termination of the Contract and/or Subscription for any reason whatsoever access to the paid Services shall be permanently disabled.

## **Article 16. Confidentiality**

The Parties undertake to preserve the confidentiality of the confidential information of all kinds exchanged, collected or generated during the Subscription and for the entire duration of the Subscription, and for a period of five (5) years starting from the end of the Subscription, for any reason whatsoever. To this end, the Parties shall refrain from communicating any of this information on any grounds whatsoever, in any form whatsoever and for any purpose whatsoever and shall undertake to ensure that this obligation is respected by all its directors, employees and subcontractors if applicable.

The obligations on the Parties under the terms of this article do not apply to confidential information with regard to which the receiving Party can prove:

- That it has disclosed this information after first obtaining written authorization from the other Party or that the disclosure was made by the said other Party;



- That this information was in the public domain when it was passed on by the other Party, or that it entered the public domain after being communicated without this receiving Party committing any fault;
- That this information was received lawfully from a third party not subject to any confidentiality obligation;
- That on the date on which this information was communicated by the other Party, it already possessed this information;
- That the disclosure of this information was ordered pursuant to an imperative legal or regulatory provision, or to a definitive legal decision rendered by a court of competent jurisdiction. The Party which is subject to a disclosure obligation of this kind must, wherever possible, notify the other Party in advance, and, where applicable, request the implementation of all the measures or procedures necessary to protect the confidentiality applicable in this instance.

The aforementioned exceptions are not cumulative.

### **Article 17. Force majeure**

The failure of a Party hereunder to perform any obligations, due to governmental action, law or regulation, or due to events, such as war, act of public enemy, strikes or other labor disputes, fire, flood, acts of God, or any similar cause beyond the reasonable control of such Party, is excused for as long as said cause continues to exist. The Party prevented from performing shall promptly notify the other Parties of such non-performance and its expected duration, and shall use all reasonable efforts to overcome the cause thereof as soon as practicable.

The non-fulfilment or delay in processing an Order attributable to a case of force majeure may not be subject to any legal remedy. In case of such an event preventing KLAXOON from respecting its commitments, KLAXOON agrees to inform the Client as soon as possible and to make its best efforts to limit the consequences from this case of force majeure for the Client.

KLAXOON and/or the Client may freely cancel the Order if the case of force majeure persists beyond sixty (60) days from the notice to the Client of the occurrence of the case of force majeure, without any of the Parties being able to claim damages.

### **Article 18. Hyperlinks**

The Website may contain hyperlinks to websites operated by third parties (the "**Third Party Websites**"). These links are provided for informational purposes only. KLAXOON has no control over the Third-Party Websites and accepts no liability regarding the access, content (including advertisements, products, services and/or other material available on and from the Third-Party Websites) or use of these Websites, as well as the damage that may result from consulting the information on these Third-Party Websites.

The decision to activate these hyperlinks and to consult these Third-Party Websites is the sole responsibility of the Client.

No hyperlink can be created by the Client to the Website without KLAXOON's prior express agreement.

### **Article 19. Changes to the Website and to the GTSE**

KLAXOON draws the Client's attention to the evolving nature of the KLAXOON technology, the classification of the Services available and the applicable regulations.

Accordingly, KLAXOON may bring any changes related to the technical evolution to the content of the Website and Services, including to certain features, without any resulting changes in quality or changes to the characteristics of the Services as a result.

Accordingly, KLAXOON reserves the right to modify the GTSE at any time and without prior notice in order to adapt them to the changes made on the Website and/or Services.

The modified GTSE will apply to all new Orders, even if linked by any means whatsoever to a previous Order and KLAXOON encourages the Client to read it completely upon each Order.

### **Article 20. Sub-contracting**

KLAXOON may, if necessary, sub-contract all or part of the performance of its obligations to a third party and shall inform the Client of its identity upon first request. Where processing is to be carried out on behalf of KLAXOON, KLAXOON shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the Data Protection Legislation. If a processor fails to comply with its obligations regarding Personal Data protection, KLAXON shall be liable in respect of that processing.

### **Article 21. Non-waiver**

KLAXOON's failure to exercise any of the rights conferred upon it under the GTSE shall not constitute any subsequent waiver of such rights.

### **Article 22. Severance**

If any provisions of the GTSE and/or of the Order form are or should become invalid, unenforceable or illegal with regard to applicable law or any final decision from a court of competent jurisdiction, such provisions shall be held to be ineffective. All other terms hereof and/or the Order form shall remain in full force and effect unless such provision is deemed to be a key provision for a Party at the execution date of the Contract. In such event, the Parties shall discuss in good faith and fair dealing in order to replace such provision by a provision that is valid and enforceable and that comes closest to expressing the initial intention of the Parties.

### **Article 23. Applicable law - competent courts**

The Parties elect domicile at their domicile or registered office.

The Order and the GTSE are governed by the laws of FRANCE without regard to conflict-of-laws principles. The Parties expressly exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

In case of any dispute relating to any Order or the GTSE, the Parties agree, before referring the matter to any court, to seek an amicable solution, it being specified that any violation of this obligation will expose it to having the case dismissed. To that effect, the plaintiff shall notify the other Party of its grievances and its intention to amicably remedy them, by registered letter with acknowledgement of receipt (the "**Statement of Grievances**").

#### **Dispute with a Consumer:**

The Client is informed that it may invoke a conventional mediation procedure for consumer disputes or any other alternative dispute resolution process.

The Client is informed that it may apply to any competent consumer mediator, subject to (i) having previously attempted an amicable dispute resolution with KLAXOON as of the date of the written claim sent to KLAXOON.

The European Commission has set up a dispute resolution platform to collect consumer complaints following an online purchase for subsequent transmission to the relevant national mediators.

This platform can be accessed via the following link <http://ec.europa.eu/consumers/odr/>

If no solution can be reached, the dispute shall be brought before the competent court by the first Party to take action.

**Dispute with a Professional:**

In the absence of correction of its failure by the Party concerned within thirty (30) working days from receipt of the Statement of Grievances referred to above, or its first submission and/or failure to reach an amicable settlement within this same period, the dispute shall be decided by a court of competent jurisdiction in Rennes (FRANCE) exclusively, including in case of injunction, emergency procedure, third party appeals or multiple respondents.

APPENDIX 1 -

**KLAXOON  
END-USER TERMS AND CONDITIONS OF USE  
(Applicable as of September 15<sup>th</sup> 2020)**

**Welcome to KLAXOON!**

The KLAXOON Company and/or its U.S affiliate KLAXOON Inc. (collectively hereinafter "**KLAXOON**") publishes, markets and operates the KLAXOON software solution (the "**Software**") which is used to organize seminars, meetings and/or interactive training sessions in local network or Software As A Service mode (the "**Services**") between persons using the Software and/or the Services (the "**User(s)**") equipped with a compatible terminal (*smartphone, tablet, computers equipped with IOS, Android or Windows operating systems*) (the "**Terminal**").

The User has access to the Services via private or public use of the Software ("**KLAXOON Use**"), implemented by the User under the User License (as defined hereafter) and/or by any other User and/or third-party holder of a valid KLAXOON license (e.g. a business, school, local authority, etc.) (the "**Third Party License**").

**Article 1. Purpose**

These Terms and Conditions define the terms of access and use of KLAXOON by the Users during a KLAXOON Use(s) for their personal use under the User License or under a Third-Party License.

KLAXOON and the User shall be hereinafter designated as the "**Parties**".

The provisions of these Terms and Conditions of Use shall also govern all updates and/or upgrades provided by KLAXOON, which might replace and/or add to the Software version currently in use when these Terms and Conditions come into force, unless such updates and/or upgrades are subject to a separate licensing agreement. The foregoing also applies to any additional User Generated Content (as defined hereafter).

**Notice to Users**

The Users of a KLAXOON Use administered by a Third Party User Licence holder (the "**Administrator**"), shall be solely responsible for complying with any current rules, house rules, company internal guidelines, codes of conduct or IT charter which may be in force under the Administrator's authority or on the premises where the KLAXOON Use is taking place, and shall be entirely liable for any damages whatsoever caused to the Administrator, to any User or any Third Party by virtue of their use of the Services under a KLAXOON Use administered by a Third Party Licence.

When the Users are Administrator's personnel (e.g. employees, representatives, agents, etc.), the

Administrator shall monitor the KLAXOON use and shall ensure that such Users comply with any applicable internal rules (e.g. code of conduct, IT or ethical charter, rules in procedure) in force within the legal entity that employs such Users and Administrator.

The User or the Administrator (when the User is part of the Administrator's personnel) is solely responsible for the choice of Services, the means used to access the Software, either by rental of a KLAXOON BOX (the "**KLAXOON BOX**") from KLAXOON or in *Software As A Service* mode (the "**KLAXOON Cloud**"), for the content, files, information and data transmitted, disseminated or collected, and for the way these data items are used and updated when using the Software.

User access to the Services is currently free, subject to the future integration of new modules and/or features.

**Article 2. Acceptance of the Terms and Conditions of Use and Software access**

Use of the Software and/or Services is subject to the User's prior unconditional acceptance of these Terms and Conditions of Use.

The User hereby declares that he/she has read and accepts the Terms and Conditions of Use before using the Services for the first time.

Whatever the circumstances, any use of the Software and/or part or all of the Services, implies the User's unconditional express

acceptance of the Terms and Conditions of Use.

The User hereby accepts these Terms and Conditions of Use as an indivisible whole and may not chose to apply them only in part or accept them with reservations.

Subject to access via a valid Third-Party license, Users may use their User Account to access a KLAXOON Use via any other user.

**Consumer User** – Pursuant to Article L.121-21-8 of the Consumer Code and due to the nature of the Services, the User expressly waives the 14-day retraction period.

Access to the Software and/or the Services by legal minors is subject to prior authorization of the minor's holders of parental authority, who shall be responsible for the User's compliance with these Terms and Conditions of Use.

**Article 3. Conditions of Use - Software**

When using the Software for the first time, the User shall create a personal KLAXOON account which enables him/her (i) to access his/her "Profile", (ii) to connect to the KLAXOON BOX or KLAXOON Cloud from any Terminal in order to create or join a KLAXOON Use (the "**User Account**").

Entering false, inaccurate, illegitimate, out-of-date or incomplete information or a User name containing abusive, defamatory, violent, or obscene words, or more generally contrary to public order and morality, may lead to the suspension or deactivation of the User Account by KLAXOON.

The User hereby undertakes to keep his/her identifiers and passwords strictly confidential and not to disclose them to any third party, to avoid intrusion or fraudulent User Account use. KLAXOON shall not be liable for any third-party use of a User Account through unauthorized access to the User's identifiers and passwords, by whatever means.

The User hereby undertakes not to create or to use accounts other than the account which was originally created, whether by using his/her own identity or that of a third party, unless with KLAXOON's express prior authorization. Creating or using new accounts under the User's own identity or under a third-party identity, without KLAXOON's express prior authorization, may lead to the immediate suspension or deactivation of the User's accounts.

After using KLAXOON for the first time, the User will receive an email confirming the creation of the User-Account including the Terms and Conditions of Use.

The User Account is strictly personal and gives the User access to the Services in the course of any KLAXOON Use organized by any User holding a User License or valid Third-Party License.

**Article 4. Conditions of Use - Services**

The User hereby undertakes to access and use the Software and/or the Services in compliance with the provisions of these Terms and Conditions of Use, and according to any applicable statutory and regulatory provisions.

The User hereby undertakes not to access the Services by any means other than that provided by KLAXOON, except with KLAXOON's express prior authorization contained in a separate agreement.

The User hereby acknowledges that the Software may only be accessed and used as part of a KLAXOON Use for its professional means (internal organization, customer relationship and for any event carried out on its behalf). The User prohibits himself to resale (i) the Software; (ii) products or services based on the Software or incorporating all or part of the latter (with the exception of services provided by KLAXOON Partner duly certified or authorized for this purpose by KLAXOON);

**Article 5. Intellectual Property**

KLAXOON shall retain the entirety of its intellectual property rights, including all

trademarks, patents, utility models, discoveries, know-how, copyright, software applications, their documentation and preparatory work, data bases, data base producer's rights, drawings and models, company names, trade names, business names and/or domain names including any moral rights related to the foregoing (the "Intellectual Property Rights") pertaining to the Software, its interface, its documentation, the KLAXOON BOX, the Meeting Board the KLAXOON Cloud and any right of intellectual property attached to any future KLAXOON equipment.

The Terms and Conditions of Use imply no transfer of Intellectual Property Rights to the User.

KLAXOON grants to the User a personal, non-exclusive, non-transferable, non-sub-licensable rights to (i) access the Services during a KLAXOON Use under one User License, via the KLAXOON BOX or KLAXOON Cloud, accessed via the User's Terminal and (ii) use the Software via one User Account at any time anywhere in the world (the "User License"), subject to the User's full payment of the applicable KLAXOON sale offer, as the case may be.

By way of consequence, the User may not copy, disclose, disseminate, represent, adapt, translate, modify, decompile, sell, or sub-license any or all of KLAXOON's Intellectual Property Rights, whatever the purpose, medium, duration, territory or means of communication involved, without KLAXOON's express prior written consent.

**Article 6. User-Generated Content**

The User may use the Software and/or Services to generate, host and transfer content, including without limitation any creative work, text, diagram, logo, graphic design, photographic image, illustration and/or animated picture which can be viewed by other users during a KLAXOON Use and enabling (if applicable) identification of the User (the "User Generated Content").

The User hereby declares that he/she holds the Intellectual Property Rights pertaining to the User Generated Content and/or holds all the rights and authorizations required to allow the User Generated Content to be used; copied, represented and disseminated via the Software and/or Services within the territory in which the KLAXOON Use is implemented.

The User owns its Generated Content and acknowledges he/she has full liability for the User Generated Content and more generally for any data that he/she has

created, modified, deleted, hosted or transferred via the Software and/or the Services.

The User hereby undertakes not to upload, download, host, display or transmit via the Software and/or the Services any User Generated Content liable to contain (i) any virus, Trojan horse and/or malware or spyware and/or (ii) any material which constitutes or encourages conduct that could be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law and/or contain any material which is defamatory, obscene or offensive.

**Third Party User Content:** The User is advised that he may view and use Third Party User Content created and made available by other Users via the KLAXOON Service (the "Third Party User Content").

The User acknowledges that use of Third Party User Content is subject to:

- the stipulations of these Terms and Conditions of Use;
- the respect of the Intellectual Property Rights owned by the Third Party User; and
- the provisions of the applicable legislation.

As a result, the User undertakes to:

- use the Third Party User Content only for personal, non-commercial purposes (i.e., not to market products or services derived from, reproducing or including the Third Party User Content);
- be solely responsible for the consequences resulting from the consultation, the sharing or the use of Third Party User Content;
- obtain the prior authorization of the a Third Party User Content's owner before any use likely to infringe Intellectual Property Rights and/or affect the possibly confidential nature of the Third Party User Content (i.e.: *removal of any copyright or proprietary notices, modification, translation, creation of a derivative work, reproduction and distribution, etc.*) unless required by law.

In providing the Services, KLAXOON is acting as:

For Users in the US	An online service provider as defined in the U.S. Copyright Act
For other Users	web hosting service provider pursuant to article 6-I-2 of French Law n°2004-575 of 21 June 2004 about trust in the digital economy



And, as such, KLAXOON:

- merely provides Users with a storage space for User Generated Content which is to be communicated to participants in a KLAXOON Use;
- carries out no preview and has no knowledge of the User Generated Content; and
- exercises no editorial control over any User Generated Content before it is uploaded, hosted and/or transferred via the Software.
- has no control over the unauthorized use of Third Party User Content by another User.

In case of violation of the Software rules by the User, KLAXOON reserves the right to delete all or part of the disputed User Generated Content. To the maximum extent permitted by applicable law, KLAXOON cannot be held liable for any failure or delay in deleting such User Generated Content.

The provisions of **Article 10** hereunder notwithstanding, the User hereby grants to KLAXOON and/or to any company which controls, is controlled by, or is under common control with KLAXOON (the "**Affiliates**"), a royalty-free, non-exclusive, nontransferable, and sub-licensable license, to:

- make, have made, use, import, export, supply, distribute, perform, provide, transmit, copy, adapt, translate, represent, display the User Generated Content on any known or as yet unknown medium (including but not limited to paper, optical, analogical or digital media, web sites, etc.) for the sole purpose of implementing the User's KLAXOON Uses; and/or
- anonymously use, adapt, translate the User Generated Content on any known or yet unknown medium (including but not limited to paper, optical, analogical or digital media, web sites, etc.) for the purpose of displaying, distributing, and promoting the Software and the Services worldwide, and as long as such use inures to the benefit of User and does not result in the assignment or transfer of the Intellectual Property Rights in or to the User Generated Content to any third party.

#### **Article 7. DMCA Policy – Users in the US only**

KLAXOON respects the intellectual property rights of others and requires that its Users do the same. As such, KLAXOON complies with the Digital Millennium Copyright Act ("**DMCA**").

If the User believes that any third-party content associated with the Services infringes User's copyrights, User should notify KLAXOON of such claim in accordance with the following procedures. KLAXOON will process notices of alleged infringement in accordance with the DMCA and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to KLAXOON's designated agent of service: [legal@klaxoon.com](mailto:legal@klaxoon.com)

To be effective, the notice of infringement must contain the following information: (1) the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work(s) claimed to have been infringed; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit KLAXOON to locate the material; (4) information reasonably sufficient to permit KLAXOON to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **Article 8. Personal Data**

##### **8.1 KLAXOON's processing of personal data**

**Categories:** When performing the Services, KLAXOON, acting as data controller, collects and processes information concerning the Users and/or belonging to the Users, and/or personal data allowing, directly or indirectly, their identification ("**Personal Data**"). With regard to KLAXOON's processing activities, KLAXOON's Privacy Policy is available <https://klaxoon.com/privacy>.

Personal Data required by KLAXOON with regard to the Purposes (as defined below) are as follows: User's name, surname phone number and email address.

The User is informed that he may choose the pseudonym of its choice and upload an

avatar picture to represent him/herself during a KLAXOON Use.

In the event where the User chooses a photograph enabling identification of the User, the User:

- undertakes to choose a photograph where the User appears alone or to obtain the prior consent of any other identifiable person on such photograph;
- grants KLAXOON the worldwide, non-transferable, non-exclusive rights to use, reproduce and display the User's photograph for the duration of the Services, for the purposes of providing the Services during a KLAXOON Use.

**Purposes:** The Parties declare and acknowledge that Personal Data collected for creation of the User Account and access or use of the Services are necessary for the provision of the Services, the processing of Users' inquiries and the performance of this Agreement.

Thus, KLAXOON commits to only use Personal Data for the following purposes ("**Purposes**"):

- to create, manage and administer the User Accounts;
- to host the User Generated Content;
- to identify the Users and to enable KLAXOON Use organizers to interact with their Users during the implementation of a KLAXOON Use;
- to ensure secure access to the User Generated Content;
- to inform Users of any changes to Software functionalities or to the Terms and Conditions of Use;
- to enable performance of the Services available via KLAXOON Cloud;
- to carry out statistical analyses of the Users' Software use in order to improve Service access and use;
- to respond to User questions;
- to send Users a newsletter or information on KLAXOON products and their features.

**Data retention:** KLAXOON shall store Personal Data as long as the User Account is active. From the date of the User Account deactivation, KLAXOON may retain Personal Data for the necessary duration to comply with any legal or regulatory requirements (including but not limited to purposes of proof) which may compel KLAXOON to (i) retain Personal Data or to (ii) respond to any requirements from competent authority (supervisory authority, law enforcement agencies, etc.). If need be, KLAXOON may retain Personal Data in an anonymized form.

**Compliance:** The automatic collection and processing of Personal Data by KLAXOON



has been duly declared with the French data protection authority (CNIL), pursuant to the provisions of French law 78-17 of 6 January 1978 on "Information technology, data files and civil liberties" (the "Information technology and Civil Liberties Law") and Personal Data are processed by KLAXOON in compliance with the provisions of Regulation EU n°2016/679 "GDPR" of 27 April 2016 (the Information technology and Civil Liberties Law and the GDPR are collectively referred to as "Data Protection Legislation").

**Security:** KLAXOON attaches the utmost importance to User Personal Data confidentiality and has implemented organizational and technical measures intended to ensure the Personal Data security. However, since Internet is not a fully secured network, KLAXOON cannot warrant complete security of electronic transmissions through the Internet and integrity of Personal Data.

**Recipients:** Personal Data is provided by the User for KLAXOON's exclusive use and/or by any company controlled by KLAXOON, controlling KLAXOON or under common control. The User chooses to whether or not share its Personal Data with the other users of the same KLAXOON Use.

The User is informed that Personal Data relating to the creation of the User Account (last name, first name, telephone number and e-mail address of the User) may be communicated to the Administrator for:

- administrative, accounting or financial management of subscriptions to the Software;
- deployment of the Software within the structure of the holder of a Third Party License;
- the creation of KLAXOON Uses.

The User hereby acknowledges and expressly accepts that all or part of the usage data and content generated by the User (e.g. comments, quiz results, etc.) will be forwarded to the KLAXOON Use organizer in order to (i) ensure the perfect performance of the said KLAXOON Use and (ii) to ensure interaction between the Users.

The User is informed that all or part of Personal Data processing relating to the Services may be carried out by sub-processors which undertake to perform such processing activities in accordance with the provisions of the Data Protection Legislation and ensure an appropriate level of security.

**Transfer:** In the event where KLAXOON transfers Personal Data to a country for

which the European Commission has not provided an adequacy decision, KLAXOON shall provide appropriate safeguards in order to ensure the ongoing confidentiality and integrity of Personal Data in accordance with article 46 of the GDPR. KLAXOON undertakes to only select data processors which provide appropriate safeguards with regard to the security, integrity and confidentiality of Personal Data.

**Users' Rights:** in accordance with the provisions of the Data Protection Legislation (in particular articles 15 to 22 of the GDPR), the User, at any time, has the right to request from KLAXOON deactivation of the User Account, access to and rectification or erasure of Personal Data or restriction of processing concerning the User or to object to processing (including newsletters or direct marketing from KLAXOON or its partners) as well as the right to data portability. The User may exercise its rights by clicking on the unsubscribe link contained in such notification emails or by notifying KLAXOON of his/her intention by email [legal@klaxoon.com](mailto:legal@klaxoon.com) and/or by letter sent to the following address: KLAXOON, 3 Avenue de Belle Fontaine – 35510 CESSON SEVIGNE (FRANCE). The User may lodge a complaint with the French supervisory authority: *Commission Nationale de l'Informatique et des Libertés* - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

To maintain the ongoing security and confidentiality of Personal Data, KLAXOON reserves the right to request from the User the provision of additional information necessary to confirm the User's identity, prior to the exercise of the above-mentioned rights (such information shall be erased within thirty (30) days from reception by KLAXOON).

In the event of unfounded or excessive User's requests (in particular because of their repetitive character), KLAXOON reserves the right to charge a fee or to refuse to act on request, when such requests are subsequent to a prior request relating to the same subject matter which was duly processed by KLAXOON.

KLAXOON has appointed a Data Protection Officer: [legal@klaxoon.com](mailto:legal@klaxoon.com)

**8.2. Personal Data processed by the Users**

The Administrator or the User may collect and process Personal Data of other users taking part in a KLAXOON Use administered by the Administrator or the User.

In this respect, regardless the location of the KLAXOON Use, the Administrator or the User:

- acts as data controller for the processing of Personal Data provided by Users taking part in the KLAXOON Use administered by such User, since such Administrator or User determines the purposes and means of such processing of Personal Data;
- chooses on its own the categories of Personal Data that it may share during a KLAXOON Use;
- undertakes to inform the data subjects and obtain their consent prior to the share of such data subjects' Personal Data.

Users in the US:	<ul style="list-style-type: none"> <li>- shall implement protective measures for the Personal Data that it collects that are no less stringent than those set forth in these Terms and Conditions and KLAXOON'S then-current Privacy Policy; and</li> <li>- hereby undertakes to allow participating users to exercise their right to access, rectify, and erase their Personal Data and their right to restriction of processing concerning the User or to object to processing, pursuant to KLAXOON's then-current Privacy Policy; and</li> <li>- retains full liability for any administrative measures that the User may be required to undertake under applicable laws.</li> </ul>
Other Users	<ul style="list-style-type: none"> <li>- hereby undertakes to allow participating users to exercise their right to access, rectify and erase their Personal Data,</li> </ul>

	<p>and their right to restriction of processing concerning the User or to object to processing pursuant to articles 15 to 22 of the GDPR; and</p> <ul style="list-style-type: none"> <li>- retains full liability for any administrative, technical or organizational measures that the User may be required to undertake or implement under the Data Protection Legislation</li> </ul>
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**Article 9. Cookies**

The User is hereby informed that cookies may be installed on his/her Terminal to improve access to and use of the Software and Services.

A *cookie* is a non-executable text file installed on the User's Terminal when using the Software.

The User is hereby notified and acknowledges that installing the *cookies* allows KLAXOON to offer the User personalized content (e.g. history of the User's connections and use of the Services).

The list of cookies and their purposes are set forth in KLAXOON Privacy Policy at <https://klaxoon.com/privacy>.

The User may at any time withdraw his/her consent for the installation of *cookies* by notifying KLAXOON of his/her intention by email addressed to [help@klaxoon.com](mailto:help@klaxoon.com) or by configuring the Terminal settings.

The User hereby declares and acknowledges that refusal to install the *cookies* or deletion of the cookies may negatively impact the quality of access to or provision of the Services.

**Article 10. Confidentiality**

The Parties hereby undertake to maintain the confidentiality of confidential information of any kind that may be exchanged, collected or generated during use of the Software and the provision of the Services, for the entire duration of the User License and for a period of five (5) years starting from the end of the User License, whatever

the circumstances. To this end, the Parties shall refrain from communicating any of this information on any grounds whatsoever, in any form whatsoever and for any purpose whatsoever (except for the Administrator's in-house use) and shall undertake to ensure that all its directors, employees, agents and subcontractors, as the case may be, shall comply with this obligation.

Users accessing the Software through a KLAXOON Use subjected to a Third-Party License undertake to comply with any applicable internal rules pertaining to confidentiality which may be notified to them by the Administrator.

The Parties shall not be bound under the terms of this Article with regard to confidential information for which the receiving Party can prove:

- that the information was disclosed after prior written authorization from the other Party or that the disclosure was made by the said other Party;
- that this information was in the public domain when it was passed on by the other Party, or that it entered the public domain after being communicated without the receiving Party committing any fault;
- that this information was received lawfully from a third party not subject to any confidentiality obligation;
- that on the date on which this information was communicated by the other Party, it already possessed this information;
- that the disclosure of the information was ordered pursuant to a mandatory legal or regulatory provision, or to a definitive legal decision rendered by a court with relevant jurisdiction. The Party which is subject to a disclosure obligation of this kind must, as soon as possible, notify the other Party in advance of any disclosure in order to allow the other Party to take any protective measures against any disclosure, and, where applicable, request the implementation of all the measures or procedures necessary to protect the confidentiality applicable in this instance.

The aforementioned exceptions are not cumulative.

**Article 11. Warranty**

To the extent permitted by law, the Software is provided "as is", which the User hereby acknowledges and accepts.

Due to the very nature of the Internet and of mobile telephone networks, KLAXOON offers no warranty that the User will enjoy

permanent and uninterrupted access to the Services and/or to KLAXOON Cloud at all times. In that respect, KLAXOON hereby undertakes to make every effort to provide the User with the following level of service: 24/7 availability (98% of the time).

KLAXOON offers no warranty that the Software and/or the Services are exempt from faults, errors or bugs and that they will operate without interruption. Users are therefore reminded that they must take all necessary precautions (including regular back-ups) to minimize any damage that may be caused by possible service interruptions or loss of data due to Software use.

The User shall make sure they have access to a Terminal which is compatible with the technical specifications listed in the KLAXOON BOX and Meeting Board documentation or on the KLAXOON Cloud, and is equipped with an updated operating system.

KLAXOON offers no warranty that the Software and/or the Services will operate correctly on a non-compatible Terminal, which the User hereby expressly acknowledges.

KLAXOON offers no warranty as regards the veracity, currency or comprehensiveness of the User Generated Content and/or of any data or information stored, hosted, displayed, disseminated and transmitted in the course of a KLAXOON Use.

**Article 12. Liability**

Subject to any additional limitation of liability provisions hereunder, KLAXOON shall be liable only for direct, foreseeable damage caused by KLAXOON's failure to perform their obligations hereunder.

The User hereby undertakes to hold KLAXOON harmless, at KLAXOON's first request, against any third-party claims for damages that may be entered or any legal action that may be undertaken against KLAXOON, even if the case is still pending, by reason of the User Generated Content produced by the User or any information hosted, displayed or disseminated by the User via the Services or following use of the Services in breach of these Terms and Conditions of Use.

**Article 13. Liability Limitations and Disclaimers**

**13.1. General provisions:**

KLAXOON shall not be held liable for the following:

- the nature, content and quality of the User Generated Content;
- difficulties in accessing the Software and/or the Services due to a breach of some or all of the User's obligations hereunder and/or of the User License, and/or use of a non-compatible Terminal by the User;
- any difficulties in accessing the Services due to a technical maintenance intervention required to ensure full Service operation and/or a data update, or Software update or upgrade;
- any malfunction, slow operation, or interruption of access, or impossible and/or poor quality access to the Services (i) due to the intrinsic nature of the Internet, the telephone networks and wireless networks and/or (ii) digital communication network failure and/or overload (whether by Internet, intranet, or wireless network) caused in particular by the configuration, architecture and/or location of the places where the KLAXOON Use is being implemented and which are beyond KLAXOON's control;
- virus contamination of the User's data and/or Software, when the User is responsible for virus protection;
- any loss of data and damage to the Terminals due to data downloads carried out by the User by choice and under the User's full responsibility;
- third party intrusions designed to cause willful damage to the User Generated Content on the KLAXOON Cloud, despite the security measures implemented by KLAXOON;
- User misuse of the Software and/or the Services;
- any damage to the User's Terminals, which are under the User's full responsibility;
- any password or confidential code theft and more generally the theft of any information of a sensitive nature for the User, for which the User accepts full responsibility;
- any damage to or deterioration of access to and/or use of the Services due to the User's refusal to allow or removal of the cookies;
- any damage resulting from the use of a third-party software associated to the Service (e.g., videoconferencing tools), the use of such third-party software being governed by the terms and conditions of use of such third-party software.
- indirect incidental, special, indirect or consequential damage, i.e. not directly and exclusively caused by part or total

failure of the Software and/or of the Services;

- if the User fails to comply with any internal rules of any kind in force within the premise where the KLAXOON Use takes place.

Under these Terms and Conditions of Use, KLAXOON is only contractually bound to perform the Services on a commercially reasonable "best effort basis", which the User acknowledges and hereby expressly accepts.

### 13.2. User Generated Content

KLAXOON may not be held liable as publisher of the User Generated Content and of any data and information displayed, stored, disseminated and/or transmitted in the course of a KLAXOON Use, and which are beyond KLAXOON's control.

The User therefore accepts full responsibility in civil and criminal law, for the User Generated Content and more generally for its use under the Services by the User, other users or by any third party attending a KLAXOON Use session.

### 13.3. Limitation of Liability

Whatever the circumstances, it is hereby expressly agreed by the Parties that, subject to the applicable laws, the total amount of any compensation, damages and costs of any kind and for whatever cause, which may be incurred by KLAXOON on the User's account, or paid by KLAXOON to the User hereunder, subsequent to a definitive decision rendered by a court with competent jurisdiction, cannot exceed a maximum amount (excluding VAT) for all disputes combined, equal to the highest of the two (2) following amounts: (i) any sums (excluding VAT) paid by the User to KLAXOON for the User License during the twelve (12) months prior to the event having caused the dispute, or (ii) fifty (50) Euros.

Any legal proceedings, disputes or demands of any kind undertaken or introduced by the User with regard to KLAXOON, relating to access to and/or use of the Software shall be initiated no later than one (1) year after the occurrence of the event which prompted the proceeding, dispute or demand; failing which any action shall be voided notwithstanding any applicable statutory limitations.

### Article 14. Force majeure

<b>For Users in the US</b>	The failure of a Party hereunder to perform any obligations, due to governmental action, law or
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	regulation, or due to events, such as war, act of public enemy, strikes or other labor disputes, fire, flood, acts of God, or any similar cause beyond the reasonable control of such Party, is excused for as long as said cause constitutes to exist. The Party prevented from performing shall promptly notify the other Parties of such non-performance and its expected duration, and shall use all reasonable efforts to overcome the cause thereof as soon as practicable.
<b>For other Users</b>	In cases of force majeure, pursuant to article 1218 of the French Civil Code, the obligations of the Parties hereunder shall be suspended for the entire duration of the force majeure event and shall resume when the latter ceases.

No recourse is possible for failure to access the Software and/or non-performance of the Services attributable to a force majeure event. If such an event should prevent KLAXOON from fulfilling its commitments, KLAXOON undertakes to promptly inform the User.

KLAXOON and/or the User may terminate their agreement hereunder should the force majeure event persist for more than sixty (60) days starting from the notification to the other Party of a force majeure event, with neither Party being entitled to make any claim for damages.

### Article 15. Termination

The User may cease to use the Software and/or the Services at any time.

The User shall be responsible for notifying KLAXOON of his/her intention to terminate the Agreement, by email sent to [help@klaxoon.com](mailto:help@klaxoon.com). KLAXOON will then send an email confirming the termination.

The Parties expressly agree that the Terms and Conditions of Use may be immediately terminated by KLAXOON and the User Account closed as of right, without the sending of formal notice and without prejudice to KLAXOON's exercise of any other rights and remedies:

- if the User has failed to meet any of his/her obligations hereunder;

- if the User has infringed the provisions of **Article 5 on “Intellectual Property”**;
- if the User has made use of the Software and/or the Services in violation of these Terms and Conditions of Use and/or of the User License;
- in the event of termination of the User License;
- if the User has made use of the Software and/or of the Services in violation of the law or of the applicable regulations.

**Articles 5 (Intellectual Property), 8 (Personal Data), 10 (Confidentiality), 11 (Warranty), 12 (Responsibility), 13 (Limitations and disclaimers)** shall continue to apply as from the date of cancellation or termination of the Terms and Conditions of User, for whatsoever reason.

Within three (3) working days of the User receiving notification of the User License termination, for whatever cause, sent by KLAXOON by email to the address recorded in the User Account, the said User Account will be cancelled, and access to the Services will be interrupted. The User shall be responsible for implementing all backups of data in the User Generated Content in the period between the notification of termination of the User Account and the termination date, as the User Generated Content will be permanently deleted as from the termination date.

**Article 16. Reversibility**

**16.1. Professional User**

Subject to the User’s express written request notified by registered letter with acknowledgment of receipt thirty (30) days from the end of the Agreement, for whatever cause and subject to the feasibility of such request, KLAXOON shall, according to the User’s choice, either destroy or return the User data and User Generated Content provided to KLAXOON for the performance of the Services, within thirty (30) days from the sending of the User’s written notification.

This procedure is subject to the prior acceptance of KLAXOON quote by the User.

Upon the termination of the User License and the deactivation of the User Account, KLAXOON will proceed, accordingly with the nature of the Data and the technical complexity related thereto, to the deletion and/or anonymization of all the Personal Data of the User Account.

The data will be returned by digital file transfer or on digital media in a standard “flat” file format.

KLAXOON may draw up an estimate in the case of additional costs generated by the User’s special requests related to data and User Generated Content transferability (e.g. conversion to a complex digital format, etc.). Whatever the circumstances, the reversibility procedure implemented by KLAXOON hereunder does not include User support in the case of a transfer of the User’s data to a third-party service provider.

**16.2 Consumer User**

The User may recover free of charge the User Generated Content, any data that the User has communicated to KLAXOON under the Agreement and any data associated with the User’s User Account, by notifying KLAXOON of their intention by registered letter with acknowledgement of receipt.

These data will be returned as they were at the time of communication to KLAXOON by the User.

The data will be returned by digital file transfer or on digital media in a standard “flat” file format within thirty (30) days of the written notification by the User.

If no written request has been received by KLAXOON within thirty (30) days of the termination of the Agreement according to the provisions agreed above, the User hereby declares and acknowledges that KLAXOON shall proceed to anonymize the data communicated by the User under the Services.

**Article 17. Changes to the Services and Terms and Conditions of Use**

KLAXOON wishes to draw the User’s attention to the fact that KLAXOON’s technology and the type of Services available are subject to change. The User is therefore hereby informed that KLAXOON may implement any Software and Service changes, particularly with regard to certain functionalities, required by evolving technologies, without any loss of quality or changes to fundamental Service characteristics for the User.

KLAXOON therefore reserves the right to modify these Terms and Conditions of Use in line with the changes implemented in the Software and/or the Services.

Any changes to the Terms and Conditions of Use related to the Software and/or the

Service specifications shall be sent to the User (i) by email with a link to the modified Terms and Conditions of Use in a PDF or similar compatible format (ii) as a pop-up display on the Terminal screen when the Software is launched, making Software use subject to User acceptance of the modified Terms and Conditions of Use.

Using the Software and/or the Services after notification of the modified Terms and Conditions of Use shall imply unreserved acceptance of the said changes.

**Article 18. No-waiver clause**

Failure by KLAXOON at any given time to invoke one of the clauses hereunder shall not be deemed to constitute a waiver of KLAXOON’s subsequent right to invoke the same clause.

**Article 19. Governing law and jurisdiction**

The execution, validity, interpretation, performance and implementation of these Terms and Conditions of Use and performance of the Services are governed as followed:

For Users in the US	exclusively by the laws of the State of New York without regard to conflict-of-laws principles
For other Users	By French law

Users hereby expressly agree to abide by all the laws, government orders and national regulations applicable to the use of the Services via their Terminals.

**Disputes – Users in the US**

Any dispute and/or demand relating to the dispute which is not resolved amicably shall be decided by a court of competent jurisdiction in the State of New York.

**Disputes with Professional Users – Users outside the US**

Any dispute and/or demand relating to the dispute which is not resolved amicably shall be submitted, subject to the applicable regulation, to a court with competent jurisdiction under the jurisdiction of the Rennes Court of Appeal (FRANCE).

**Disputes with Consumer Users – users outside the US**

The User shall forward any claim pertaining to the performance of these Terms and Conditions of Use, by



registered letter with acknowledgement of receipt to KLAXOON's customer service.

The Consumer User is informed and aware that he/she may resort to the consumer dispute mutually-agreed mediation procedure or to any other out-of-court dispute settlement procedure to obtain the amicable settlement of any dispute relative to these Terms and Conditions of Use.

Mediation procedure: pursuant to articles L.151-1 and following, and R.152-1 and following of the French Consumer Code and subject to their application hereunder, the Consumer User is hereby informed that he/she has the right to have recourse, free of charge, to mediation in order to amicably settle a consumer dispute with a trader, subject to (i) having beforehand attempted to solve the dispute amicably with KLAXOON, and (ii) appealing to the relevant mediator within twelve (12)

months of the date on which the written claim was sent to KLAXOON.

Failing an amicable settlement, the dispute shall be submitted by the first Party to take action to competent jurisdiction.