1. Subject

1.1 These general terms and conditions for the KLAXOON service (hereinafter the "GTCS" or the "Contract") define how the KLAXOON service (hereinafter the "Service") can be accessed and used by its clients and/or its affiliates (hereinafter the "Client") for their personal use without requiring any prior written express or implied authorisation, clearance or certification from KLAXOON. KLAXOON and the Client are hereinafter referred to as the "Parties".

1.2 The Service allows data (hereinafter the "Data") to be stored and exchanged in the context of the organisation of interactive meetings, training sessions and/or seminars.

The Service can be accessed either in "Software as a Service" mode via the Internet (hereinafter "Access in SaaS mode"), or using equipment provided by KLAXOON (hereinafter the "Equipment"), depending on which option is selected by the Client in the Order Form (the definition of which is given below).

1.3 The options to which the Client subscribes in the context of the Service are mentioned in the Order Form. It is hereby stated that the number of participants (hereinafter the "Participants") at a given meeting will be the number of sessions per year limited to the values specified in the Order Form. The Participants' use of the Service is governed by KLAXOON's general terms and conditions of use (hereinafter the "GTCU") and is subject to the prior acceptance of the GTCU by the Participants. In the event of any discrepancy(ies) and/or contradiction(s) between the provisions stated in the GTCU and those in these GTCS, then the provisions in the latter shall prevail over those in the GTCU.

1.4 By placing an order with KLAXOON for the use of its Service, the Client accepts the GTCS, the Order Form (as defined below) and expressly renounces its own general terms and conditions. Purchases or any other existing documents or communication relating to the Order which is not formalised by a written amendment signed by the two Parties.

2. Orders

2.1 To place an order, the Client must duly complete in writing and send to KLAXOON a form, issued by KLAXOON, expressing the Client's commitment which the Client must date and sign or agree upon specific conditions of services with KLAXOON, (hereinafter the "Order Form"). Such Order Form shall be accompanied by (i) payment of the agreed amount and (ii) the current GTCU (hereinafter the "Order").

2.2 An Order Form is considered to be valid and accepted by KLAXOON once KLAXOON has cashed the payment of the amount indicated in the Order Form.

2.3 KLAXOON reserves the right to improve the Service and/or the Equipment at any time and without informing the Client in advance. Service enhancements are deployed in accordance with Article 9.9.

2.4 The version of the Service which KLAXOON agrees to allow the Client to use is the latest version in production at KLAXOON. The Client can consult the version number via Access in SaaS mode and on the Service's interface. The Rental and/or Purchase of Services (as defined in Articles 6.1 and 6.2 of the Equipment) relates to the version of the Equipment available at the date of the Order.

3. Price

3.1 The prices are indicated in the Order Form in euros, exclusive of VAT and of any external fees or charges of any kind.

3.2 The prices mentioned in Article 3.1 do not include specific developments and/or additional services, including where such developments or services have been requested by the Client, the provision of which shall be invoiced specifically by KLAXOON (hereinafter "Additional Services").

3.3 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 or the Rental of the Equipment, or non-payment of accounts for services rendered or other reasons which might cause this damage. The Client agrees to provide written evidence of this cover when first requested by KLAXOON. In this capacity as custodian, the Client is and remains liable for all damage suffered by the Equipment. The Client is liable in the event of the theft, loss or deterioration of the Equipment.

The Client agrees that, within a period of not more than thirty (30) days starting from the end of the Rental, and irrespective of the reason, it will return the Equipment in good working condition to KLAXOON at its own expense, and in packaging appropriate for the conditions of transport; the Client assumes liability for the risks of degradation and loss.

If the return of the Equipment is delayed by the Client, and after a formal notice addressed by registered letter with request for acknowledgment of receipt remaining ineffective for a period of seven (7) days from its first presentation, KLAXOON reserves the right to apply a fixed compensation equal to 1% of the total amount invoiced on the Equipment not returned per day of delay, without prejudice to any legal proceedings which KLAXOON may initiate against the Client.

The provision of the Equipment under the terms of a Rental may be conditional on the payment of a security deposit by cheque, payment card or in cash, as detailed in the Order Form. This security deposit, whose value shall be set by KLAXOON based on the retail price of the Equipment, shall not generate any financial benefit.

If the Client's actions result in the loss or theft of the Equipment, KLAXOON shall invoice the Client for the cost of the repair, exchange or replacement with equivalent
Equipment, and including the shipping and transfer costs incurred. If no security deposit is paid, the corresponding invoice is payable on receipt. If a security deposit is paid, KLAXOON may set off the value of the invoiced amounts against this deposit, without performing any prior formality with the Client, and shall then return the balance to the Client. If these invoices amount exceed the value of the security deposit, the Client shall have to pay the balance on receipt of the invoice.

If the integrity of the Equipment is complete and it is found to conform fully when returned at the end of the Rental, irrespective of the cause, KLAXOON undertakes to return the security deposit promptly and in its entirety to the Client.

After receiving the Equipment from the Client, KLAXOON shall delete all the Data stored in the Equipment in accordance with the provisions stated in Article 14.6 herein.

6.2. Purchase of the Equipment

Depending on the option selected in the Order Form, the Client may purchase the Equipment (hereinafter the “Purchase”) under the conditions described in those GTCS and in the Order Form.

6.3. Transfer of risks and delivery

KLAXOON shall bear the risk of transport (loss and damage) and the Client shall bear the costs of such transport as indicated in the Order Form.

Notwithstanding the above, it is expressly agreed that the delivery of the Equipment does not constitute any transfer of ownership of the Equipment.

The parties agree the Equipment is deemed delivered by KLAXOON when delivered to the person and at the address specified in the Order Form Order (the “Reception”).

The risks associated with the loss and deterioration of the Equipment are transferred to the Client at the Reception. The Client shall have the right to make any claims necessary against the carrier under the terms and conditions of article L.133-4 of the French Code of commerce. As of this date, the Client can be solely responsible for any damage that the Equipment may suffer or cause.

If the Client disputes the conformity of the delivery with the Order placed it must, so that it can enforce its claim against KLAXOON, send its claim against KLAXOON at the date until which the spare parts required for the use of the Equipment are available on the market.

In accordance with the applicable regulation, the warranty cannot be enforced if the Client fails to make its payments for the Equipment.

If the Client wishes to invoke the warranty it shall notify KLAXOON of its intention, and the latter shall provide the Client with details of the procedure to follow and provide a reference number.

In this situation, the Client shall return the Equipment to KLAXOON at the Client’s expense and with the Client retaining liability.

KLAXOON undertakes to repair or replace, at its sole discretion, the Equipment covered by the warranty and considered to be defective by KLAXOON in a prompt manner. Under these circumstances, only, the Equipment shall be returned to the Client at KLAXOON’s expense.

If the Equipment returned under the terms of the warranty is ultimately found to be in good working order or to have been damaged as a result of incorrect use, then KLAXOON shall send a quote for the cost of the work to the Client before carrying out the work on the Equipment which shall be invoiced to the Client.

Should the Client requests KLAXOON to work on Equipment excluded from or not covered by the warranty, then KLAXOON shall provide details about the procedure to follow and shall send a quote.

At warranties are excluded in the following cases: (i) the Equipment is used in a manner which is abnormal or not compatible with the Documentation, notably if the Equipment has been opened, (ii) the Equipment is combined with another product which results or not in an infringement of the rights of a third party, (iii) a third party not authorised by KLAXOON carries out repair work, (iv) negligence or incorrect servicing or maintenance, (v) the failure was by the Client to install the Updates (a definition of which is given below) provided by KLAXOON or (vi) force majeure.

The Equipment operates optimally with the version of the Service available to the Client at the Reception. As part of a Purchase of the Equipment, KLAXOON guarantees that, during the term of the Legal warranties as described in article 5.5, the Equipment shall support every subsequent versions of the Service and/or shall be compatible with every new KLAXOON functionality introduced with every Upgrade. In case of incompatibility of the Equipment with a new version of the Service, KLAXOON will publish an update patch to be downloaded by the Client.

7. Conditions of use of the Service

7.1. KLAXOON provides information for the Client about the Service and how it is used (hereinafter the “Documentation”). This Documentation is accessible online.

7.2. The Client undertakes to read carefully the Documentation and any updates to it and to use the Service in accordance with the provisions stated in this Documentation.

7.3. The Client acts as an independent entity and consequently assumes all the risks associated with its business activities.

7.4. The Client is solely responsible for selecting the services to which it subscribes, for the content of the information and of the files sent, circulated or collected, for their use and update in the context of the use of the Service.

7.5. The Client undertakes to comply with all the legal and regulatory requirements in force, and particularly those relating to data processing, personal data protection and civil liberties, and notably to declare, where necessary, all processing of data to any competent office and also undertakes to provide the Participants with information about how KLAXOON handles the personal data used in the context of the Service and to pass on to them the information provided in 14.

7.6. The Client acknowledges that use of the Service is subject to acceptance of KLAXOON’s GTCU by the users of the Service and the Participants more generally.

7.7. The Service is considered to be made available to the Client “as is” without taking 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.

7.8. All warranties are excluded in the following cases: (i) the Service is used in a manner which is abnormal and/or which does not comply with its intended use (ii) the version of the Service used is not that defined in those GTCS, (iii) the Service has been combined with another product which results or not in an infringement of the rights of a third party, (iv) a third party not authorised by KLAXOON has performed repair or corrective work.

7.9. The Client acknowledges that it is solely responsible for the data which it creates, modifies or deletes.

8. Intellectual property

8.1. KLAXOON holds or is vested with all the intellectual property rights pertaining to the Service (the service, any Additional Services, the Website and the Equipment) and grants to the Client, which accepts them, and for its own use, a personal, 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.
8.2. This licence to use is granted for the entire duration of use of the Service.

8.3. The Service may incorporate third-party technologies belonging to other developers. The rights granted for these technologies are conditioned by respecting various rights and obligations and accordingly the respect of these rights and obligations is imposed on the Client, with the applicable information provided for the Client in the Documentation, which the Client acknowledges.

8.4. The Client undertakes to respect KLAXOON’s rights and cannot, under any circumstances, when not using the Service in accordance with the GTCS, for its own use, reproduce, represent, modify, transmit, publish, adapt in any medium whatsoever, using any means whatsoever, or exploit in any way whatsoever, the Service without receiving prior written authorisation from KLAXOON.

8.5. The Client undertakes to:
   - Login to the Service in SaaS mode using only the personal and confidential code allocated to him/her (hereinafter the “Code”);
   - Keep his/her Code confidential and notify KLAXOON without delay of any theft or loss of his/her Code by sending an email to 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 from resale (i) of the Service; (ii) of products or services based on the Service or incorporating all or part of the latter (with the exception of services provided by KLAXOON Partner Clients 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 be similar to the Service, or to create, 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.

8.6. 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 all such claims.

8.7. The Client is expressly informed and accepts that KLAXOON may, at its discretion and without prior notice, replace or modify, all or part of the Service and/or Website and/or the Equipment, 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 GTCS;
   - 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 do so independently, in all, 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 by supplying all the elements, information and assistance necessary to bring such a dispute to a satisfactory conclusion.

8.8. Should none of these measures be reasonably conceivable, KLAXOON may unilaterally decide to terminate the right to use granted for the Service and/or Website and/or the Equipment and shall:
   - reimburse the Client for the payments made for the last twelve (12) months of use during the Rental and/or the Subscription;
   - reimburse the Purchase price of the Equipment to the Client.

8.9. 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.

8.10. The Parties expressly agree that KLAXOON may use the Client’s company name, logo and/or reference (or clients list) on KLAXOON’s websites and commercial documentation for the duration of the Subscription and/or Rental and 2 years thereafter.

9. Maintenance

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

9.2. 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 and webchat accessible directly via the Service.

9.3. 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).

9.4. KLAXOON shall make every effort to deal with the Client’s request, with no further guarantee being given.

9.5. KLAXOON undertakes to provide corrective maintenance for the Service free of charge:
   - for the duration of the Subscription and/or Rental;
   - for the duration of the Purchase Equipment warranty as described under article 6.5.

9.6. As part of the provision of corrective maintenance, KLAXOON shall provide the Client with every update of the version of the Service which was deployed to the Client (hereinafter an “Update”), by offering for download and installation in the Equipment an update file in accordance with the procedures indicated in the Documentation or communicated to the Client by KLAXOON by any other means. The Client undertakes to implement the measures necessary to ensure that it only uses the latest Update delivered by KLAXOON.

9.7. The corrective maintenance services apply to the last available version of the Service (Vx.y), and to the previous version (Vx-1.y-1), to the exclusion of all others.

9.8. KLAXOON must satisfy a “best endeavours” obligation with regard to providing accesses and services in the context of its business activities in relation to the GTCS with a company known to the Client, to make every effort to deliver the following level of service to the Client:
   - 24/7 availability (98% of the time);
   - Response time after receiving an email sent to 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: 4 hours maximum during working hours (Monday to Friday, except on French bank holidays, from 8 am to 7 pm, Central European Time);

9.9. If KLAXOON will make available to the Client any evolution of the Service implementing new major functionality(ies) (hereinafter an “Upgrade”) during the duration of the Subscription and/or the Rental, and/or the Purchase, as indicated in the Documentation or communicated to the Client by KLAXOON to the Client by any other means. The Client undertakes to use only the latest Upgrade. If the Upgrade implementation cannot be implemented on the Equipment nor is any Upgrade available for the version of the Client Equipment, a change of Equipment would be necessary to access to the Services and would be made according to the terms and conditions communicated by KLAXOON to the Customer. The present clause is subject to the terms of the Purchase warranties described in the Article 6.5.

10. Confidentiality

10.1. The Parties undertake to preserve the confidentiality of the confidential information of all kinds exchanged or generated during the Subscription and/or Rental and/or Purchase and for the entire duration of the Subscription and/or Rental and/or Purchase, and all information under the protection of the intellectual property law and communicated by KLAXOON to the Client by any other means. The Client undertakes to respect all the obligations. To this end, the Parties shall refrain from communicating any of this information on any software and for any purpose whatsoever and shall undertake to ensure that this obligation is respected by all its directors, employees and subcontractors if applicable.

10.2. The clauses 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 authorisation 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 was already known, that the Party collaborates loyally with KLAXOON by supplying all the elements, information and assistance necessary to bring such a dispute from a satisfactory conclusion.

10.3. The aforementioned exceptions are not cumulative.

11. Liability

11.1. KLAXOON undertakes to repair any direct prejudices which the Client may suffer in the event of the non-fulfilment or incorrect fulfilment of the Order due to its actions or those of one of its employees (not including delivery).

11.2. KLAXOON shall not be held liable for indirect and intangible prejudices (such as loss of business, loss of clientele, loss of opportunity, etc.), which is expressly accepted by the Client.

11.3. The Client is solely and fully liable for the use of the Equipment and of the Service.

11.4. 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 obligation over the period of twelve (12) months prior to the occurrence of the event giving rise to the liability.

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

12. Insurance

12.1. KLAXOON declares that it holds professional civil liability insurance in the context of its business activities in relation to the GTCS with a company known to be solvent.

12.2. KLAXOON undertakes to maintain this insurance cover for the entire duration of the Rental and/or Subscription.

12.3. As a custodian of the Equipment, the Client undertakes to maintain an insurance policy covering the risks associated with the use of the Equipment.

13. Force majeure
13.1 In cases of force majeure, as described in article 1218 of the French Civil Code, the obligations on the Parties, under the terms of the Order, shall be suspended for the entire duration of the case of force majeure and shall resume when the latter ceases.

13.2 No recourse is possible for the non-fulfillment of Orders attributable to a case of force majeure. If such an event occurs which prevents KLAXOON from respecting its commitments, KLAXOON undertakes to inform the Client promptly of the occurrence of the event.

13.3 KLAXOON and/or the Client may freely cancel all or part of the Order, the Subscription, Rental and/or Purchase should the case of force majeure persist for more than sixty (60) days starting from the first occurrence of the case of force majeure, with neither Party able to make any claim for damages.

14. Data Processing

14.1 Personal Data processing

General data processing framework under the Contract

As part of the performance of this Contract and the provision of the Service, data relating to KLAXOON and/or the Client or a Party arising from or in connection with directly or indirectly identify them are processed or may be processed by KLAXOON, the Client and/or the Participants (“Personal Data”).

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 following purposes:

- Orders processing, deployment contracts for KLAXOON solutions (Rental and Purchase of Equipment, Subscription, customer relationship);
- Participants’ user accounts management with regard to the use of the KLAXOON solution; and
- Technical hosting.

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 under common control as described in article L233-3 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 fulfill 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 undertakes to provide appropriate safeguards, as may be requested by the data protection authorities, in order to ensure actually that the transferred Personal Data enjoy the same level of protection as in France.

KLAXOON has appointed a Data Protection Officer: 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 KLAXOON on its behalf in its name, on behalf of the 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 whose Personal Data are processed by KLAXOON has been informed of or given 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 Participants are granted all rights of authorization to use, reproduce, store (particularly in relation to third party Personal Data processed by the Client or the Participants);
- 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 any technical and organisational measures to ensure the ongoing confidentiality and integrity of Personal Data to 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 11 of the GTCU.

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 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

The Client is informed that the Participants are provided the information related to KLAXOON’s Personal Data processing and access 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.

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 provide 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.

14.2 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 a prerequisite to using the Service via 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. 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.

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

14.3 Security of user IDs

The user IDs provided in the context of the Service in SaaS mode are strictly personal, individual, confidential and non-transferable.

Notwithstanding the above, the Client may transfer the Subscription rights for one (1) account to one of its members of staff and/or employees per contractual year (hereinafter the “Transfer of Account”). A Transfer of Account does not extend the
duration of the Rental or Subscription and shall not take effect until the Participant which is the transferee of the Transfer of Account has accepted the GTCU.

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.

14.4 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 France.

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.

14.5 Storage of Data

KLAXOON undertakes to take every reasonable precaution to ensure the physical protection of the Data stored and/or exchanged in the context of the Service in SaaS mode, 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.

14.6 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, in circumstances in which KLAXOON replaces faulty Equipment under warranty and/or when the Equipment is definitively returned by the Client and/or at the end of the Rental, irrespective of the cause, KLAXOON shall delete all the Data saved on the Equipment as soon as the Equipment is received by KLAXOON.

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.

15. Termination for fault

15.1 Without prejudice to the other provisions provided for in the GTCS, every Subscription and/or Rental, and/or Purchase may be terminated by either Party in the event of the failure by the other Party to comply with any one of its essential obligations.

15.2 In accordance with the provisions of article 1226 of the French Code civil, the termination shall automatically take effect if the defaulting Party fails to remedy its failure within thirty (30) days after formal notice by registered letter with request for an acknowledgement of receipt sent by the other Party indicating its intention to apply this Article, and without prejudice to any damages which the Party which is the victim of the failure may claim as of right.

15.3 In the event of termination, the Equipment shall be returned in accordance with the provisions of Article 6.2 of the GTCS and KLAXOON shall delete the Data pursuant to the provisions stated in Article 14.6.

16. Subcontracting

16.1 KLAXOON may, if necessary, subcontract all or some of the delivery of the Service to a third party. KLAXOON shall be fully liable for the work entrusted if necessary to its subcontractors and for complying with French Law No. 75-1304 of 31 December 1975 on subcontracting.

16.2 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, KLAXOON shall be liable in respect of that processing.

17. Amendments to the GTCS

KLAXOON reserves the right to amend, at any time, the GTCS which shall then apply to every new Order.

18. Renunciation

KLAXOON's decision not to invoke at any given time any one of the clauses herein cannot be considered as renunciation or waiving of its subsequent right to invoke the same clauses.

19. Severance

If any provisions of the GTCS 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.

20. Election of domicile - Applicable law and competent jurisdiction

20.1 The domicile elected by the Parties shall be their head office.

20.2 Notwithstanding the provisions of article 2224 of the French Civil code, every action carried out, dispute raised or demand made of any kind by the Client with regard to KLAXON relating to the fulfilment of the Order should be initiated no later than one (1) year after the occurrence of the event giving rise to the liability, subject to the applicable regulation.

20.3 The Order, Subscription, Rental, GTCS and the use of the Service are exclusively subject to FRENCH LAW. All provisions stated in the Vienna Convention on the international sale of goods are excluded. 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 of competent jurisdiction under the jurisdiction of the Rennes Court of Appeal (FRANCE).