



# TERMS OF SERVICE AND USE OF THE BECANDID PLATFORM

**Latest Update** : 1 September 2024

## Article 1 – SCOPE

This platform, accessible at the URL [platform.becandid.tech](https://platform.becandid.tech) (the “Platform”), is published by:

BeCandid Tech, SAS with capital of 5,000 euros, registered with the R.C.S. of Antibes under number 931 141 717, whose head office is located at the Green Side Business Village building 7, 400 avenue Roumanille, 06410 Biot (France), represented ( e) by Alexia Gonzalez duly authorized,

(Hereinafter referred to as the “Company”).

The Company's legal notices are available on the website [www.becandid.tech](https://www.becandid.tech).

These terms of service and use (the “Terms of Service and Use”) are intended to define and govern the contractual relationships between the Company and any professional (a “Client”) wishing to benefit from the services offered on the Platform.

The provision of services offered to Clients on the Platform is conditional on prior acceptance without restriction or reservation of these Terms of Service and Use as well as the Confidentiality and Cookies Policy and the Data Processing Agreement. These Terms of Service and Use, the Privacy and Cookies Policy and the Data Processing Agreement constitute the SaaS plan subscription contract binding the Client and the Company.

The Terms of Service and Use are made available to Clients on the website where they are directly consultable and can also be communicated to them on simple request by any means.

The Terms of Service and Use are applicable notwithstanding any contrary stipulation appearing in all documents emanating from the Client, and in particular in its terms of purchase.

The Terms of Service and Use are applicable subject to any contrary stipulation appearing on the order form or to special conditions, where applicable, concluded between the Company and the Client concerned.

## **Article 2 – DESCRIPTION OF SERVICES**

The Platform aims to provide an online SaaS solution for mutual feedback management with a strong guarantee of confidentiality developed, operated and marketed by BeCandid Tech. The Company also offers professional consulting services in areas directly related to the Platform. (hereinafter referred to as the “Services”).

Services available on the Platform are presented on the website with a description mentioning their essential characteristics. This description may include descriptions, photographs and graphics which are provided for illustrative purposes only and may be modified/updated on the site.

## **Article 3 – REGISTRATION CONDITIONS**

Any Client wishing to fully benefit from the Platform and Services must:

- have full capacity and act for strictly professional purposes;
- request the creation of a business account on the Platform by filling in the different fields of the account creation form (company name, surname/first name of the referent, title of the referent, email address, etc.);
- subscribe to a free 30-day trial period for “Starter” or “Advanced” subscriptions.
- confirm acceptance of the Terms of Service and Use by checking the box provided for this effect in the account creation form;
- confirm registration request to a trial period.

For the purposes of validating the registration, the Company sends the Client's contact person a confirmation email to the email address provided by the latter. The Client then proceeds to confirm their corporate email address by clicking on the hyperlink provided for this purpose in the confirmation email.

Upon receipt of the registration request, the Company carries out a KYC verification of the validity of the Client's identity to combat fraud. After successful verification, the Company creates the Client account. The Company will send the Client an email confirming account creation.

If the KYC verification fails, the Company reserves the right to ask the Client for additional information. In the event of refusal by the Client or if the new verification fails, the Company will inform the Client of its inability to create a Client account on the Platform.

Access to the Services is possible from a computer, smartphone or tablet by logging in to the Platform.

Use of the Services requires a broadband internet connection and mobile internet where applicable, supported by the Client.

Clients are responsible for setting up the IT and telecommunications means allowing access to the Platform.

The Services are accessible to unlimited connections at a time.

Each Client guarantees the sincerity and accuracy of the information provided for the purposes of their registration, undertakes to notify to the Company any subsequent modifications and guarantees that said information does not infringe the rights of third parties.

The contact person of the Client can modify their first and last name from their account on the Platform, and can modify their corporate email by contacting the Company at [support@becandid.tech](mailto:support@becandid.tech).

The Client undertakes not to disclose or transfer their account and identifiers and is solely responsible for their use until their deactivation. They must immediately inform the Company for any loss or unauthorized use of their account.

The Company reserves the right to delete the account of any Client who provides incorrect information.

## **Article 4 – ORDERS**

Any Client wishing to benefit from the Services on the Platform must sign up to an online subscription plan, following the following subscription steps:

- complete the subscription form for a subscription to the Services at the end of the trial period provided when registering for the Platform.
- choose a subscription according to the desired level of Services (Starter, Advanced or Ultimate) and the periodicity of the user license (monthly or annual) ;
- fill in the different fields of the Client order form (last name, first name, billing address, email billing, VAT number, etc.);
- confirm acceptance of the Terms of Service and Use by checking the box provided for this purpose when sending the subscription form ;
- confirm acceptance of the order for the Services;
- choose payment method;
- make payment for the Services.

Unless expressly provided on the site, the Client will not be able to modify their order after having validated it, which will be firm and definitive.

Upon receipt of payment for the Services included in the order, the Company will send the Client an email confirmation of the order to the email address provided by the latter.

By placing an order on the Site, the Client expressly accepts that the Company sends them an invoice electronically.

To fight against fraud, the Company or its payment providers may be required to request additional supporting documents from the Client or contact the latter at the time of acceptance of the order. In the event of unjustified refusal by the Client to deliver the requested information and/or supporting documents, the Company reserves the right not to accept or cancel the order without this being subject to any dispute.



The Company also reserves the right not to accept or cancel the order of any Client who has provided incorrect information, who does not proceed to pay for the Services, with which there is a dispute relating to the payment of a previous order or which presents an abnormally high order level.

Subscription to the Platform and Services is confirmed after acceptance of the Terms of Service and Use, and payment of the first billing period. It grants the Client a right to use the Platform and the Services for the duration of the subscription and until its termination.

## **Article 5 – PRICING CONDITIONS**

The Services are provided at the rates of the Company in force appearing on the website on the day of the order, expressed in euros excluding taxes. The Company also offers a rate in dollars excluding taxes for foreign companies.

Three pricing levels are available, depending on the level of Services desired by the Client: Starter, Advanced or Ultimate. Two subscription and billing periods are possible: monthly or annual.

The Services are invoiced and the price is due and payable at the start of each period giving rise to the provision of the Services. An invoice is issued by the Company on the first day of each billing period, to be paid by the Client in a period of seven (7) calendar days following issuance of the invoice. Any change in the price of the Services will take effect during the next contractual period. In the absence of termination by the Client before this taking effect, the new pricing will be applicable to the new contractual period.

The price is firm and cannot be revised during the period of execution of the Services, the parties expressly waiving to avail themselves of the provisions of article 1195 of the Civil Code.

The Company however, reserves the right to modify its prices at any time for any Services subscribed to after this modification.

Possible price reductions, discounts and discounts may apply to the Services under the conditions provided for on the site or in any other document which would be communicated to the Client. In the event of a promotional rate, the Company undertakes to apply this rate to any order placed during the promotional period.

In the event of early payment by the Client, no discount will be applied. Under no circumstances may payments be suspended or be subject to any compensation without prior written agreement between the Company and the Client. Any suspension, deduction or compensation made unilaterally by the Client will be treated as a failure to pay and will entail all the consequences of late payment.

Furthermore, it is expressly agreed that the Client is validly given notice to pay solely by the due date of the obligation, in accordance with the provisions of article 1344 of the Civil Code. In the event of late payment of any of the due dates, the Company reserves the right, without any compensation being due to the Client, to:

- demand immediate payment of all sums owed for the Services, these becoming immediately due regardless of their initially scheduled due date;



- refuse any new order or require for any new order a cash payment or a guarantee for the proper execution of commitments;
- charge any partial payment first to the non-privileged part of the debt then to the sums which are the oldest due;
- reduce, suspend or cancel access to the Services, seven (7) calendar days after formal notice remains without effect, carried out by the Company to the Client by email;
- apply, without prior notice, to all sums due, from the first day of delay and until full payment, late payment penalties calculated at the rate referred to in article L.441-6 of the Commercial Code; and/or
- require the payment of a fixed compensation of €40 for recovery costs, for each invoice paid late, and the payment of compensation equal to 10% of the sums remaining due, without prejudice to the repair of any damage actually suffered.

Any change in prices resulting from an increase in value added tax or the creation of any new tax based on the price of the Services will be immediately and automatically applied.

## **Article 6 – PAYMENT METHODS**

The Client expressly acknowledges that any order placed on the Platform is an order with an obligation to pay, which requires the payment of a price in exchange for the provision of the Service ordered.

The Platform uses the online payment solution Stripe.

Orders can be paid using one of the following payment methods:

- **Payment by credit card:**

The Client can pay for their order by credit card within the limit of 300 euros including tax by choosing this option in the payment link integrated into the first invoice. A recurring payment is then set up on a monthly or annual basis depending on the frequency chosen by the Client when subscribing. The amount is debited from the Client's bank card on the first day of each new billing period. The Client may request a change of payment method by contacting the Company at [support@becandid.tech](mailto:support@becandid.tech).

Payment is made directly on the bank's secure banking servers to the Company, the Client's bank details do not pass through the Platform. The bank details communicated during payment are protected by an SSL (Secure Socket Layer) encryption process. Bank cards issued by banks domiciled outside France must be international bank cards. Payment via these bank cards is made in cash, without discount.

- **Payment by SEPA direct debit:**

The Client can pay for their order by SEPA direct debit by choosing this option in the payment link integrated into the first invoice and by accepting the direct debit mandate. A recurring direct debit is then set up on a monthly or annual basis depending on the frequency chosen by the Client when subscribing. The amount is debited from the Client's bank account on the first day of each new billing period. The Client may request a change of payment method by contacting the Company at [support@becandid.tech](mailto:support@becandid.tech).



- **Payment by transfer:**

The Client can pay for their order by bank transfer from an amount of 1000 euros including tax. When ordering, the Company will communicate the details of the account to which to make the transfer, as well as the order reference to be indicated in the transfer order.

The order validated by the Client will only be considered confirmed when the Company will have been able to ensure the validity of the payment.

## **Article 7 – CONDITIONS OF USE**

The Client assigns a contact person when ordering a subscription. The contact person is designated as SuperAdmin of the Client's account on the Platform. The SuperAdmin has the most extensive permissions in the Platform.

The Client undertakes that the SuperAdmin has full decision-making capacity on behalf of the Client, in particular to manage the subscription, add/remove users, generate API Keys, etc.

When subscribing to Advanced and Ultimate subscriptions, the Client acquires a right to use the Platform for a defined number of users.

(Hereinafter referred to as the "Users").

The SuperAdmin can add and remove Users from the Platform, and in particular Users with Admin permissions. Users with Admin permission can also add and remove Users on behalf of the Client.

The Company is the sole holder of the right to delete or modify the SuperAdmin. To change the contact person, the Client must contact [support@becandid.tech](mailto:support@becandid.tech).

The Client undertakes to provide the first and last name as well as the email of the Users. To access the Platform, the User must identify themselves with their email and by entering the unique identification code received by email during each connection request to the Platform.

By adding Users, the Client undertakes to ensure that they comply with these Terms of Service and Use, relating in particular to the Client's obligations.

It is the Client's responsibility to systematically remove the access of Users who leave the company or no longer need access to the Platform to prevent misuse of the Platform by people who are no longer authorized to use it.

The Company will notify the Client of any User whose behavior on the Platform does not comply with the requirements of these Terms of Service and Use.

Users have the option of contacting BeCandid by email at [support@becandid.tech](mailto:support@becandid.tech) and consult the help center on the Company's website.



## **Article 8 – OBLIGATIONS OF THE COMPANY**

The Company undertakes to implement all due diligence required for the execution of the Services and its obligations under these Terms of Service and Use and/or any other documentation which may be concluded with the Clients, in compliance with the legislative and regulatory provisions and third party rights.

The Company declares that it has the skills, experience and means necessary to provide the Services, and assume full responsibility for both the execution of the Services and the organization of the work of its staff where applicable.

The Company publishes the Services available on the Platform and hosts the content of the Platform recorded by Clients. The Company acts as a technical service provider and does not carry out any control over the legality, accuracy, quality or sincerity of the content recorded by Clients under their responsibility.

Consequently, Clients recognize to the Company the quality of hosting the Platform within the meaning of article 6 of law no. 2004-575 of June 21, 2004 for confidence in the digital economy.

However, the Company undertakes to promptly remove any manifestly illicit content that comes to its attention, in particular when the existence of such content has been notified to it by a Client under the conditions provided for by the applicable regulations.

Furthermore, the Company strives to ensure access and proper functioning to the Platform twenty-four hours a day, seven days a week.

The Company cannot, however, exclude access and operation of the Platform be interrupted in particular in the event of force majeure, malfunctions of Clients' equipment or internet network, failure of telecommunications operators, interruption of electricity supply, abnormal, illicit or fraudulent use of the platform by a Client or a third party, by decision of the competent authorities, or for any other reason.

The Company also reserves the right to provide to the Platform and to the Services all modifications and improvements of its choice linked to technical developments or proper functioning.

General and temporary interruptions of the Platform and Services will, wherever possible, be notified via the Platform before they occur, except when these interruptions are of an emergency nature.

## **Article 9 – CLIENT OBLIGATIONS**

Each Client undertakes to access and use the Platform and the Services fairly and in accordance with the laws in force and these Terms of Service and Use.

The data and information communicated or recorded by Clients must be accurate, sincere and loyal and will be communicated under their sole responsibility.



More generally, each Client undertakes to:

- ensure compliance, in all circumstances, with legal and social obligations, administrative and fiscal rules applicable to their professional status;
- not modify, during the execution of the Services, their nature or their terms of supply, without prior written agreement from the Company;
- pay the price of the Services under the conditions provided herein;
- not disseminate illicit content or content which has the effect of reducing, disorganizing, slowing down or interrupting the normal circulation of data on the Platform;
- report immediately to the Company any difficulty, reservation or dispute arising during the execution of the Services or any abnormal, abusive or fraudulent use of the Platform of which they would be aware.

In the event that a Client is responsible for a violation of the legislation in force or an infringement of the rights of third parties, the Company reserves the right to provide, at the request of any legitimate authority (jurisdiction, administrative authority, police services), any information allowing or facilitating the identification of the infringing Client.

## **Article 10 – RECLAMATIONS**

In the event of non-performance or defective performance of the Services, the Client must notify the Company and formulate its grievances and reservations within thirty (30) calendar days following the date on which it becomes aware of them, in order to allow the parties to make their best efforts with a view to reaching an amicable settlement of the situation within a period of thirty (30) calendar days following the Client's initial notification.

In the absence of amicable settlement under the above-mentioned conditions and in the event of sufficiently serious non-performance of the Company, the Client may terminate the Terms of Service and Use under the conditions provided for in article 16 and obtain, where applicable, compensation from the Company for the purposes of repairing the damage suffered, the Client waiving in advance the right to request forced performance in kind of the Services by the Company or a third party or a proportional reduction in the price, by express derogation from the provisions of articles 1221, 1222 and 1223 of the Civil Code.

## **Article 11 – COMPANY LIABILITY**

The Company is bound by an obligation of means for the provision of the Services.

Each Client declares to be informed of the constraints and limits of Internet networks and can under no circumstances seek responsibility for the Company for malfunctions in access to the Services, opening and consultation speeds of the pages of the Services, temporary or permanent inaccessibility of the Services or fraudulent use by Clients or third parties of the Platform.



The responsibility of the Company can no longer be committed:

- in the event of failure to fulfill any obligation resulting from a fortuitous event or an event of force majeure within the meaning of article 1218 of the Civil Code, including, but not limited to, unforeseeable events such as strikes, work stoppages, social unrest, factory closures, floods, fires, lack of production or transport not caused by personal action, disruption of supplies, wars, riots, insurrections and more generally any circumstance or event preventing the Company from to properly perform its obligations;
- in the event that the information, data, instructions, guidelines, materials or supports communicated by the Client are erroneous or incomplete, and more generally in the case where the non-performance or defective execution of the Services results in all or part from the behavior, breach or deficiency of the Client;
- in the event that certain services or functionalities are not accessible on the Platform due to deactivation by a Client of cookies via the browser software interface;
- in the case where the functionalities of the Platform would turn out incompatible with certain equipment and/or functionalities of a Client's computer hardware.

Each Client is also responsible for the content and information imported, stored and/or published on the Platform and undertakes not to use any technical measure likely to allow the circumvention of the technical protection measures put in place by the Company in order to avoid any fraudulent use of the Platform and Services.

Each Client also takes under their sole responsibility all measures likely to ensure the integrity and safeguarding of all of their data, files and documents and waives any claim for liability of the Company in the event of damage to data, files or any other document that they may have entrusted to the Company in the context of the use of the Platform and/or Services.

More generally, each Client also undertakes to guarantee the Company of any complaint, demand, or opposition and more generally of any procedure which would be brought against it due to the use which would have been made by the Client of the Platform or Services.

In any case, the Company incurs no liability for any indirect or immaterial damage or harm such as financial loss, loss of opportunity, loss of profit, loss of contract, loss of order, loss of Clients, operating loss, commercial damage or trouble or image damage, which could result from the defective supply or lack of supply of the Services.

The responsibility of the Company cannot exceed an amount equal to the price excluding taxes collected from the Client for the provision of the Services during the last twelve (12) months.

In accordance with the provisions of article 2254 of the Civil Code, any legal action by a Client with regard to the Company is reached by limitation upon the expiration of a period of one (1) year following the date on which the Client concerned became aware or is presumed to have become aware of the harmful event.



## **Article 12 – REGISTRATION SYSTEMS**

Computerized records, kept in the computer systems of the Company and its partners under reasonable security conditions, will be considered as proof of the communications and actions of Clients and the Company. The archiving of these elements is carried out on a reliable and durable medium so as to correspond to a faithful and durable copy within the meaning of the applicable regulations.

Each Client recognizes the evidentiary value of automated recording systems of the Platform and declares that it will not contest them in the event of a dispute.

## **Article 13 – PERSONAL DATA**

For more information regarding the use of personal data by the Company as Data Controller, please read the Privacy Policy.

For further information regarding the use of personal data by the Company as a data processor, please see the Data Processing Agreement (“DPA”).

You can consult these documents at any time on the Company's website.

## **Article 14 – HYPERTEXT LINKS**

The hypertext links available on the Platform may refer to third-party or partner sites. They are provided solely for the convenience of the Client, in order to facilitate the use of resources available on the Internet. If the Client uses these links, they will leave the Platform and will then agree to use third party sites at their own risk or, where applicable, in accordance with the conditions which govern them.

In any event, the existence of a hypertext link to the Platform from a third party site or on the Platform to a third party or partner site cannot incur the liability of the Company for any reason whatsoever and in particular as to the availability, content and products and/or services available on or from this third party or partner site.

The Client is not authorized to create one or more hypertext links on a third-party site linking to the home page of the Platform or to their profile page, except with prior written authorization from the Company.

## **Article 15 – INTELLECTUAL PROPERTY**

The Company is the sole owner of all the content present on the Platform, in particular and without limitation, all texts, files, animated or non-animated images, photographs, videos, logos, drawings, models, software, brands, visual identity, database, structure of the Platform and all other elements of intellectual property and other data or information which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the contents of the Platform may not, in whole or in part, be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, free of charge or for a fee, by a Client or by a third party, whatever the means and/or supports used, whether known or unknown to date, without the prior written authorization of the Company, and the Client is solely responsible for any unauthorized use and/or exploitation.

In addition, any extraction, integration, compilation, or use for commercial purposes of information contained in the databases accessible on the Platform, as well as any use of software, robots, data mining systems and other data collection tools is strictly prohibited for Clients.

The Company however grants Clients, subject to compliance by the latter with these Terms of Service and Use, a non-exclusive and non-transferable right to access the content present on the Platform of which it holds full ownership, to download and print them for personal, non-commercial use.

Reciprocally, each Client expressly authorizes the Company to reproduce, distribute, host, store, communicate, publish, modify, adapt, translate and display all or part of its content on the Platform, by any means or process, for the purposes of exploitation, improvement, verification, promotion, marketing, advertising of the Platform or as part of the establishment of partnerships. This exclusive, transferable and sublicensable license is valid worldwide, royalty-free, for the duration of the Client's registration or until the content of their account is deleted.

## **Article 16 – DURATION – SUSPENSION – TERMINATION**

In the event of a one-off sale or in application of special conditions, the Terms of Service and Use are concluded for the duration of the provision of the Services, as mentioned where applicable in the special conditions or in the order form.

In the event of a sale with successive execution, by subscription, the Terms of Service and Use are concluded for an initial duration of:

- 1 month as part of a monthly subscription
- 12 months as part of an annual subscription

In the absence of denunciation of these Terms of Service and Use within a period of 48 hours preceding the end of this initial duration, the provision of the Services and the Terms of Service and Use are tacitly renewed for a new period of a duration equivalent to the initial duration, at the pricing conditions in force on the date of the renewal.



The Client may waive the automatic renewal of their subscription up to 48 hours before the end of the current period (monthly or annual) by sending an email to [support@becandid.tech](mailto:support@becandid.tech). Their subscription will be valid until the end of the current period.

The Company reserves the right to suspend a Client's access to the Platform and the Services permanently or temporarily, in the event of failure by said Client to fulfill its obligations resulting from these Terms of Service and Use.

Furthermore, the Company or the Client may terminate the Terms of Service and Use automatically in advance by sending written notification:

- in the event of the occurrence of a case of force majeure as referred to in article 11 above;
- after having notified the other party in the event of a serious breach by the latter of its obligations or under the applicable laws and regulations, which has not been remedied within fifteen (15) days (when may be remedied) following written notification indicating the nature of the breach and the need to remedy it.

In the event of termination of the subscription or at the end of the trial period, the Client may still use the Platform for a grace period of thirty (30) calendar days from the day after the end of the subscription. During this grace period, the Client will have the opportunity to complete current actions but will not be able to start new actions.

At the end of the grace period, the Client's account will be closed and the Client will no longer be able to access the content of the Platform. The content recorded by the Client in the Platform will be permanently deleted twelve (12) months after the end date of the subscription.

Regarding the reversibility of data, the Client may ask the Company to provide them with an extract of their data in a usable format before the expiration of the period of twelve (12) months following the end date of the subscription.

## **Article 17 – CONFIDENTIALITY**

During the term hereof, each party may become aware of or receive confidential information, documents and/or data about the other party. Therefore, each party undertakes, both in its own name and in the name of its employees for whom it stands strong, to preserve the strict confidentiality of all confidential information, documents and/or data of any nature in connection with the results, activity or goodwill of the other party or any information received or obtained from a party within the framework of established contractual relationships.

This confidentiality commitment of the parties is valid, both for the duration hereof and for a period of two (2) years following their expiration or termination.

## **Article 18 – NOTIFICATIONS**

Any written notification or summons required or permitted under the provisions hereof will be validly made if it is sent by letter delivered by hand or by hand against delivery receipt, by registered mail with acknowledgment of receipt, or by electronic mail addressed to the contact details of the party concerned, each party electing domicile at its registered office.

Any change in contact details of a party for the purposes hereof must be notified to the other party in accordance with the terms provided above.

Notifications sent by hand or by courier will be presumed to have been made on their date of delivery to the recipient, certified by the delivery receipt. Notifications made by registered mail with acknowledgment of receipt will be presumed to have been made on the date of their first presentation to the recipient's address. Notices made by email will be deemed to have been given on the date the email is sent.

## **Article 19 – AUTONOMY AND ABSENCE OF WAIVER**

If any of the stipulations of these Terms of Service and Use were declared null or inapplicable for any reason whatsoever in application of a law, a regulation or following a court decision that has become final, it would be deemed not to be applicable. written and the other stipulations would remain in force.

The fact for a Company not taking advantage, temporarily or permanently, of one or more stipulations of the Terms of Service and Use will in no case constitute a waiver.

## **Article 20 – MODIFICATION**

The Company reserves the right to modify at any time and without notice the content or location of the Platform, the Services and these Terms of Service and Use.

Any use of the Platform or Services following a modification made to the Terms of Service and Use will imply acceptance by each Client of said modifications. The most recent and current version of the Terms of Service and Use will always be available on the website.

When changes to the Terms of Service and Use will be considered as substantial, these will be brought to the attention of Clients by email and must be accepted by the latter during their next connection to the Platform.

## Article 21 – DISPUTES

Disputes which may arise within the framework of contractual relations established between the Client and the Company must be resolved, as far as possible, amicably.

In the absence of amicable settlement within one month from the referral of one of the parties, all disputes to which the Terms of Service and Use could give rise, concerning their validity, interpretation, execution, termination, their consequences and their suites, will be submitted exclusively to the **Tribunal de Commerce d’Antibes**.

## Article 22 – APPLICABLE LAW AND LANGUAGE OF THE CONTRACT

These Terms of Service and Use and the operations resulting from them are governed and subject to French law. They are written in French. In the event of translation into one or more foreign languages, only the French text will be authentic in the event of a dispute.

# ANNEX I

## SERVICE LEVEL AGREEMENT

### 1 – SCOPE

This service level agreement (“SLA”) defines the guarantees of availability of the Platform and compensation.

### 2 – AVAILABILITY GUARANTEE

The Company undertakes to make the Platform available at 99.90% on a monthly basis.

### 3– COMPENSATION

In the event of unavailability greater than 0.10%, the Company grants the Client at their request a compensatory credit corresponding to 10 times the percentage of unavailability, reflected on the Client's next periodic invoice, within the limit of the monthly billable amount excluding tax.

### 4 – COMPLAINTS

When a Client notices unavailability greater than the expected percentage, it is their responsibility to contact BeCandid at [support@becandid.tech](mailto:support@becandid.tech) to report it and request compensation.