

TERMS OF USE
KEY4EVENTS



S.A.S.U Key4events Registered office: 18, Rue Scaliéro – 06300 Nice – France SIRET 451 863 898 00057 – RCS Nice 451 863 898 – Admin no. 2004 B 00208 – APE 6202A

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1. Object

KEY4EVENTS operates a hybrid platform (hereinafter the "**Platform**") bringing together various applications (hereinafter the "**Applications**"), through which it provides professional events organisers, associations and medical- or commercial-sector parties (hereinafter the "**Clients**") with a turnkey solution for the organisation of one or more of their in-person or virtual events.

The functional and technical specifications of the Platform are provided on the website <https://key4.events/> (hereinafter the "**Website**").

The object of these terms of use (hereinafter the "**Terms of Use**") is to define the terms and conditions of access to the Platform and to the services offered by KEY4EVENTS to its Clients (hereinafter the "**Services**"), and to define the rights and obligations of the parties in this context.

They can be accessed and printed out at any time via a direct link in the footer of the Website.

They are supplemented by a price quote provided by KEY4EVENTS (hereinafter the "**Quote**") detailing the duration of the contractual agreement, the Services purchased and the agreed financial terms (hereinafter the "**Contract**").

In the event of a discrepancy between the two, the Quote shall take precedence over the Terms of Use.

2. Conclusion of the Contract and acceptance of the Terms of Use

2.1 Preliminary information from the Client

Prior to entering into the Contract, KEY4EVENTS will ask the Client about its needs, in order to offer Services tailored to them.

The Client must provide KEY4EVENTS at that time with all the necessary documents and information regarding its needs, expectations and parameters, and in particular any specific technical or logistical requirements arising from its hardware or its computer systems.

2.2 Quote

Following the correspondence mentioned in article 2.1, KEY4EVENTS will produce one or more Quotes covering, as applicable:

- the Applications offered to the Client and accessible via the Platform, and the price of credits needed to use them (hereinafter the "**Credits**"), as set out in article 6.1.1,
- the Services offered and their prices.

Unless otherwise stated, any Quote issued by KEY4EVENTS is valid for 3 (three) months from its date of issue. If it is not accepted by the Client within that timescale, the Quote will be null and void. The Client accepts the Quote by signing it and sending it to KEY4EVENTS by any normal means of communication, including by email.

If the information and/or documents provided by the Client as part of the correspondence mentioned in article 2.1 later turns out to be inaccurate, insufficient or inadequate, KEY4EVENTS may suspend the Client's access to the Services and issue a new Quote with amended terms and conditions, including financial conditions, to replace the initial Quote. This new Quote will be subject to the Client's express or implicit acceptance. Any request by the Client to carry out or continue the Services after receiving the new Quote will be deemed to amount to acceptance of the same.

2.3 Acceptance of Terms of Use

Any acceptance of a Quote, whether express or implicit, implies full acceptance of the entirety of the version of these Terms of Use in force as at the date of acceptance of the Quote. Any conditional acceptance is considered null and void. Any Client who does not agree to be bound by these Terms of Use should not purchase Services from KEY4EVENTS nor access the Platform.

3. Specifications of the Applications offered by KEY4EVENTS on the Platform

3.1 Object and scope of the licence

The licence hereby granted (hereinafter the "**Licence**") may cover all or some of the following Applications:

- The existing standard Applications of KEY4EVENTS (hereinafter the "**Existing Applications**"), including but not limited to: the application "Key4Register", the application "Stream Up", access to the virtual conference platform, and the mobile application (hereinafter the "**Mobile Application**") designed to be customised and used as part of one or several event(s) given below (hereinafter "**Event(s)**").
- Specific application development (hereinafter "Specific Development") carried out by KEY4EVENTS at the Client's request, in particular to adapt the Existing Applications to their specific needs.

The Applications covered by the Licence granted to the Client are identified in the Quote sent to them.

In any event, the Licence granted to the Client is a strict licence to use the Applications and is non-exclusive and non-assignable. The licence is worldwide and for the duration of the Contract, as provided in article 13.

The Licence is granted solely to the Client identified in the Quote, for its own needs, to be interpreted as the needs related to its business. It is prohibited for the Client to assign or transfer the benefit thereof to any third party whatsoever.

As part of the above, the Licence is granted for an unlimited number of users for each Application covered.

3.2 Intellectual Property of Applications

The Contract does not confer upon the Client any intellectual property right over the Applications, which remain the sole and exclusive property of KEY4EVENTS. The Client holds only a Licence to use, on the terms set out in article 3.1 above. As such, the Client shall not:

- sell, transfer or distribute the Applications in any way whatsoever,
- permanently or temporarily reproduce any part of the Applications, wholly or partially, by any means or in any form,
- modify the Applications and/or merge all or part of the Applications with other computer programs,
- delete, hide or alter in any way whatsoever any proprietary notice relating to the Applications,
- compile, decompile, disassemble, translate, analyse, or reverse-engineer the Applications or attempt to do so, except as authorised by law and in particular article L.122-6-1 of the French Intellectual Property Code,
- use the Application to develop a competing product,
- use the Applications beyond the duration of the Licence as agreed,
- and, more generally, engage in any use or exploitation of the Applications that is not covered by the Licence.

Notwithstanding the above, the intellectual property rights attached to Specific Development may, where applicable, be assigned to the Client, in accordance with the terms which would therefore be expressly stated in the relevant Quote.

4. Implementation of the Licence

4.1 Existing Applications

Other than the Mobile Application, the Existing Applications are accessible as SaaS, without prior installation on the Client's hardware.

The various functionalities of the Existing Applications are described and accessible on the Site.

KEY4EVENTS shall create an account for the Client to allow it to access the Existing Applications (hereinafter the "**Account**"), for which a username and password will be

provided. The Client may then create various user profiles (hereinafter the "**User Profiles**"). The Client has sole responsibility for creating these profiles and for the individuals ("**Users**") to whom those profiles are assigned. The Client is prohibited from using the User Profile creation utility to provide access to the Applications, directly or indirectly, to a third-party competitor of KEY4EVENTS.

The Mobile Application is accessible as a free download from the online download platforms (Apple Store and Android Market, hereinafter the "**Stores**") subject to the following provisions. It must first be (i) configured by KEY4EVENTS and/or the Client to incorporate the Client's corporate design standards and content and (ii) validated by the Stores.

The Client is informed and accepts that, since the Mobile Application is intended to be used uniquely as part of a given Event, for which it will be configured by KEY4EVENTS, it may only remain fully functional up to the end of that Event, and that KEY4EVENTS provides no warranty in respect of its functioning after the Event.

The Client may also access, through its Account, information relating to the Existing Applications.

4.2 Specific Development

Delivery of Specific Development is made formal by an acceptance document, signed by both parties. From the moment of signing, the Client has an acceptance period during which it must notify KEY4EVENTS of any defect or malfunction in the Specific Development, or of any non-conformity with that which was agreed in the Quote (hereinafter collectively "**Bugs**"). A dedicated tool is made available for this purpose.

Unless otherwise stated in the Quote, the duration of the acceptance period is 5 (five) working days from signature of the acceptance document.

The Client must notify KEY4EVENTS of all Bugs or, if applicable, confirm the absence of any Bugs, within this timescale. In the event that this information is not received from the Client during the acceptance period, the Specific Development will be deemed accepted.

KEY4EVENTS agrees to correct any Bugs of which they are notified, as quickly as possible. The Specific Development will then be deployed, provided that this deployment is not likely to impair the proper functioning of the Existing Application(s) with which the Specific Development is to interface.

Once the Specific Development is accepted and deployed, the Client can access it as SaaS, via its Account.

4.3 Common Provisions

The usernames and passwords of the Client's Account and the User Profiles are intended to limit access to the Applications and to protect the integrity and availability of the Applications, as well as the integrity, availability and confidentiality of the Data, as defined in article 5.4 of the Terms of Use.

They are strictly personal and confidential. The Client promises to keep the username and password of its Account confidential and to impose the same obligation upon all Users for

whom it creates a Profile. It promises to take all appropriate measures in this regard and in particular to regularly change its password. In general, the Client takes responsibility for the security of individual workstations used to access the Applications.

All access to the Applications or to the Client's Account using its login details (or those of User Profiles) will be deemed to have been carried out by the Client. The Client must inform KEY4EVENTS immediately if it discovers that its Account has been used without its authorisation. The Client recognises the right of KEY4EVENTS to take all appropriate measures in such cases.

In the event of a security breach due to the Client's non-compliance with this article, the Client will be solely responsible and may under no circumstances hold KEY4EVENTS responsible.

5. Services relating to the Licence

5.1 Configuration

KEY4EVENTS shall provide to the Client a Service consisting of configuring the Applications in accordance with the specifications of the Client and its Client Data, as defined below.

5.2 Training

KEY4EVENTS may provide to the Client a Service consisting of training on the use of one or more Applications. The practical arrangements for the training (including venue, time, subject, duration, number of participants) will be described in the relevant Quote.

5.3 Hosting

Since the Applications are accessible as SaaS, the Licence includes their hosting as well as that of the data (i) provided by the Client to KEY4EVENTS for incorporation in the Applications (hereinafter the "**Client Data**"), and (ii) collected, processed or produced as part of the use of the Applications (hereinafter the "**General Data**", collectively known together with the Client Data as the "**Data**").

By default, this hosting is shared. The Client may, however, request the allocation of a dedicated server. The cost of this option is to be shown on the Quote.

5.4 Maintenance

KEY4EVENTS will provide ongoing and corrective maintenance of the Applications throughout the duration of the Contract, in accordance with the terms and conditions set out below:

- **Ongoing maintenance:** KEY4EVENTS promises to provide the Client with upgrades and updates to the Applications covered by the Licence, of a type and frequency which will be left entirely to the discretion of KEY4EVENTS. KEY4EVENTS reserves the right to restrict or suspend access to the Applications during maintenance operations. It will inform the Client of these operations in advance by any normal means of communication.

- **Corrective maintenance:** corrective maintenance is aimed at correcting defects discovered in the Applications, which should be understood as including any bug or malfunction of the same (hereinafter the "**Defects**"). KEY4EVENTS makes available to the Client an online tool which may be accessed using the username and password for its Account, as well as a telephone number accessible on working days and during office hours in France, allowing the Client to open support tickets in respect of Defects encountered. KEY4EVENTS promises to respond to these support tickets as quickly as possible, assessing each one as to its urgency.

5.5 Support and assistance

KEY4EVENTS may provide to the Client a Service consisting of support and assistance, addressing all the Client's questions relating to the use of the Platform. The terms of this support (including the pricing applicable thereto) is to be set out in the relevant Quote.

6. Financial Terms and Conditions

6.1 Price of the Licence and of the Services

6.1.1 Unless otherwise agreed between the parties, the price of the Licence is calculated and accounted for based on a unit of measurement called the "**Credit**".

To implement the Licence and use the Applications, the Client must recharge its Account with Credits, the price of which is shown in the Quote presented to the Client.

Once acquired by the Client, Credits have a period of validity of 2 (two) years.

If they are not used during that period, they are permanently lost, and the Client is not entitled to any reimbursement.

Credits are used and accounted for as the Applications are used, in accordance with the parameters and terms indicated in the Quote.

The Client has access, via its Account, to the history and current balance of its Credits. It may purchase more Credits at any time, subject to a Quote.

KEY4EVENTS reserves the possibility of offering the Client a rebate or discount on Credits.

6.1.2 The price of the Licence is due when the Applications are deployed. It includes the price of the Services of maintenance and hosting (where hosting is shared).

The price of Services other than maintenance and shared hosting are shown on the relevant Quote(s).

6.2 Costs

Any travel, hospitality or subsistence costs incurred by KEY4EVENTS as part of carrying out the Services are shown on the Quote(s).

Other costs that may be incurred by KEY4EVENTS as part of carrying out the Services will be reimbursed by the Client, upon presentation of the relevant accounting evidence.

6.3 Changes in Pricing

The prices shown on the Quote may be revised, to take effect from 1 January each year.

The new prices will be arrived at with reference to the French Syntec index (hereinafter "**the Index**"), according to the following formula:

$$P1 = P0 \times I1 / I0$$

where:

- P0 is the price before revision,
- I0 is the most recent index published as of the date on which the price before revision was set,
- I1 is the most recent index published as at the date of revision,
- P1 is the revised price.

The new prices may be rounded up or down to the nearest euro, for the sake of simplicity.

6.4 Invoicing

Unless otherwise stated, the invoices of KEY4EVENTS are payable on receipt. They may, however, provide for specific payment arrangements or advance payments.

6.5 Late payments and non-payment

Any late payment of all or part of an amount due to KEY4EVENTS as at the due date under the Contract will automatically lead to:

- (i) The immediate suspension of the Licence and the Services in progress until full payment of all sums due;
- (ii) The invoicing by KEY4EVENTS of late payment interest, payable purely as a result of the expiry of the contractual payment term, at the rate of 3 (three) times the legal interest rate, calculated on the amount not paid when due, and a flat-rate penalty of 40 (forty) euros for recovery costs, without prejudice to further indemnity if the recovery costs incurred in reality should exceed this amount. Late payment penalties are incurred without the need for a payment reminder, from the first day on which payment is overdue.

7. Agreement in relation to proof

The Client recognises and expressly agrees:

- (i) that the data gathered on the computer hardware of KEY4EVENTS provide the record of the operations carried out as part of these terms,
- (ii) that these data constitute the main type of evidence admissible between the parties, in particular for the calculation of sums due to KEY4EVENTS.

The Client may access these data via its Account.

Furthermore, the parties agree that in the event of a dispute, the electronic documents exchanged between them (emails, text messages or i-messages) will be admissible before the courts and will constitute proof of the data and the facts contained therein.

8. Data collected, processed or produced as part of the Contract

8.1 General provisions

8.1.1 The Client Data remain solely owned by the Client. KEY4EVENTS promises to use them exclusively for the purpose of executing the Contract.

8.1.2 The Client promises to provide the Client Data to KEY4EVENTS in accordance with the terms and particularly in the format indicated by KEY4EVENTS. It also promises to provide these Data in a structured, "clean" form, (in particular, free from duplication) and directly useable by KEY4EVENTS. Any work on the part of KEY4EVENTS on the Client Data to make them useable for the purposes of executing the Contract may be invoiced to the Client, at the man-day rate (technician) indicated in the Quote, to which the Client expressly agrees.

8.1.3 Where the General Data are concerned, KEY4EVENTS promises to take the necessary measures for safe storage of them and to prevent them from being destroyed or lost.

8.2 Provisions relating to personal data

Without prejudice to the provisions of article 8.1, Data of a personal nature (hereinafter the "**Personal Data**") are subject to the following provisions.

KEY4EVENTS and the Client promise, each according to its interest, to comply with regulations applicable to Personal Data and in particular with the General Data Protection Regulation (EU regulation 2016/679 of 27 April 2016).

KEY4EVENTS acts solely in the capacity of processor of Personal Data, the Client continuing to act in the capacity of data controller.

The Client shall be the sole decision-maker and the only controller in respect of the determination of processing and its various aspects (subject, duration and purposes of processing, type of Data collected, categories of data subjects and recipients). It is for the Client to keep KEY4EVENTS informed thereof by any normal written means of communication.

The Client, as data controller for these data, is required to meet its obligations in application of the aforementioned regulation, in particular with respect to the obligation to inform data subjects, keeping a record of processing carried out, and more generally, compliance with the principles arising from the regulation.

KEY4EVENTS promises to comply with the following obligations:

- **Data processing:**

KEY4EVENTS promises to process the Personal Data solely for the purposes of executing the Contract and in accordance with the documented instructions of the

Client, including with respect to the transfer of data outside of the European Union. KEY4EVENTS promises to inform the Client if, in its estimation, an instruction constitutes a breach of the applicable regulations.

- **Security and confidentiality of data:**
KEY4EVENTS promises to implement the appropriate technical and organisational measures to protect the security and integrity of the Personal Data, to safely store them and making them available once more in the event of a physical incident. KEY4EVENTS will also ensure that the persons authorised to process the Personal Data are themselves obliged to keep them confidential.
- **Other processors:**
KEY4EVENTS promises not to use other processors without prior written authority, specific or general, from the Client. In the case of a general written authority, KEY4EVENTS promises to inform the Client of any planned change involving the addition or replacement of other processors, upon which the Client may object to these changes.
- **Provision of information:**
KEY4EVENTS promises to assist the Client, so far as possible, with meeting its obligation to respond to requests by data subjects exercising their rights as provided in chapter III of the General Data Protection Regulation.

It also promises to assist the Client, upon its request, with ensuring compliance with its obligations provided in articles 32 to 36 of the General Data Protection Regulation, taking account of the nature of the processing and the information available to KEY4EVENTS.

- **Notification of personal data breaches:**
KEY4EVENTS promises to notify the Client of any personal data breach within 72 (seventy-two) hours of becoming aware of it. In the event that the Client should itself be required to notify the competent authority of this breach, KEY4EVENTS promises to provide the Client with all relevant documentation.
- **Deletion of data:**
KEY4EVENTS promises to delete all Personal Data processed once the Contract ends, in accordance with article 14, and not to keep a copy.
- **Recording and documentation:**
KEY4EVENTS keeps a written record of processing carried out on behalf of its clients. It shall make available to the Client upon request all information needed to demonstrate compliance with the above obligations.

9. Client obligations

Without prejudice to other obligations provided for in these Terms, the Client promises to comply with the following obligations:

- 9.1** The Client promises to use the Applications and access the Services in compliance with all laws and regulations in force and without compromising public order, public decency or the rights of third parties.

- 9.2** The Client promises to provide to KEY4EVENTS all necessary documents, items, data, access and information, in particular for the purposes of configuring the Applications, and more generally, to actively cooperate with KEY4EVENTS towards the proper execution of the Contract. The contact persons of the Client working with KEY4EVENTS must be sufficiently qualified in respect of the nature of the Contract, so as to allow them to collaborate effectively.
- 9.3** The Client has sole responsibility for Client Data and more generally for all documents, items, data and information that it provides to KEY4EVENTS and in particular as to their accuracy and completeness. The Client warrants that it holds all the necessary rights and permissions to exploit these as part of the Contract.
- 9.4** The Client promises to inform KEY4EVENTS immediately of any difficulty for the execution of the Contract of which it may become aware, in order to allow KEY4EVENTS to take appropriate measures.
- 9.5** The Client recognizes that it has been informed by KEY4EVENTS of the specifications and functionalities of the Application(s) covered by the Licence that it has purchased and that it has therefore been able to make sure that the said Application(s) meet(s) its expectations, needs and parameters. If not, it is down to the Client to request from KEY4EVENTS any further document or information.
- 9.6** The Client has sole responsibility for its computing hardware, its configuration as against the minimum requirements communicated to it by KEY4EVENTS, its security and, more generally, the security of its system, its network and its computing equipment. It must inform KEY4EVENTS in advance of all significant operation on its computer system.
- 9.7** If the Client wishes to implement an online payment solution as part of its use of the Applications, it is down to the Client to deal directly with any appropriate payment service provider. It must comply with advice and technical information, in particular with respect to configuration, provided by KEY4EVENTS in this connection. The Client must also provide to KEY4EVENTS all necessary information, including technical information and access codes, to allow the effective implementation of the online payment solution.
- 9.8** The Client stands answerable for improper, non-compliant or illegal use of the Applications by Users, and specifically for all actions harmful to public order, public decency or third party rights and more generally, contraventions of laws and regulations in force, that the Users may cause. The Client is thus exclusively responsible for the implementation of all procedures aimed at preventing or remedying such actions.

By express agreement between the parties, KEY4EVENTS is considered as hosting the content produced and/or exchanged by Users using the Applications. The Client recognizes and accepts that KEY4EVENTS may delete any manifestly illegal content of which it may become aware, including following a complaint from a third party, in its capacity as host. To that end, the Client promises to immediately forward to KEY4EVENTS any complaints regarding illegal content that it may receive.

- 9.9** The Client is invited to carry out regular backups of the Data (Client Data and General Data) processed by the Applications, in particular prior to each intervention by KEY4EVENTS or each maintenance operation of which the Client is informed, as well as prior to the end of

the Contract. A tool to export Data in xls format is made available to the Client in the Applications for this purpose.

- 9.10** The Client has sole responsibility for content of all types (text, graphics, audio, audiovisual or other) that it publishes on the Platform (hereinafter the "**Content**") and for all consequences flowing therefrom.

It accepts that Content published on the Platform be made public and that it may be seen by other users of the Platform.

The Client warrants to KEY4EVENTS that it holds all the necessary rights and permissions for the circulation of this Content. It promises that this Content is legal, does not compromise public order, public decency or the rights of third parties, does not breach any legislative or regulatory provision and more generally, is not in any way liable to put at risk the civil or criminal liability of KEY4EVENTS.

The Client is thus prohibited from circulating, in particular but not limited to:

- child pornography, pornography, or Content that is defamatory, insulting, racist, obscene, indecent, shocking, violent, xenophobic or revisionist,
- counterfeit Content,
- Content damaging to the image of a third party,
- false or misleading Content or Content promoting illegal, fraudulent or deceitful activities,

and more generally any Content which may prejudice the rights of third parties or cause harm to third parties, in any way and in any form whatsoever.

- 9.11** The Client is informed, and accepts, that the implementation of the Services and access to the Platform require it to be connected to the internet and that the quality of the Services is directly affected by this connection, for which it is solely responsible.

- 9.12** The Client promises not to directly or indirectly solicit any colleague of KEY4EVENTS who directly participated in the execution of the Contract, throughout the duration of the Contract and for 12 (twelve) months after its termination. In the event of a breach of this article, KEY4EVENTS may claim from the Client, within 3 (three) months following the hire, an indemnity set at 6 (six) months of the net remuneration of the colleague in question, as a contractual penalty.

- 9.13** The Client indemnifies KEY4EVENTS against all claims, complaints, actions and/or demands whatsoever to which KEY4EVENTS may be subject as a result of the breach by the Client of any one of its obligations or warranties under the terms of the Contract. It promises to indemnify KEY4EVENTS against any loss that it may suffer and to pay all of its costs (including legal fees), charges and/or judgments which it may need to pay as a result.

10. Obligations of KEY4EVENTS

Without prejudice to other obligations provided for in these Terms, KEY4EVENTS promises to comply with the following obligations:

- 10.1** KEY4EVENTS promises to execute the Contract diligently and in accordance with best practices, given that it is subject to an "obligation of means" or best-efforts obligation, to the exclusion of any "obligation of results" or specific performance obligation, which the Client expressly recognises and accepts.
- 10.2** KEY4EVENTS certifies that it is insured with an insurance company known to be solvent, against liabilities that it may incur as part of the Contract. It promises to maintain this insurance policy throughout the duration of the Contract and to provide proof of the same to the Client upon request.
- 10.3** KEY4EVENTS declares that it is compliant with fiscal and social legislation currently in force and is up to date with the payment of all social contributions and able to provide proof of compliance with the various obligations applicable in this respect, upon request by the Client. KEY4EVENTS promises to provide to the Client upon request the following documents:
- (i) an identification card proving registration with the professions register or an extract of the registration with the Commerce and Companies Register (RCS) dated less than 3 (three) months prior (K or KBIS document), or the equivalent for a foreign company,
 - (ii) a certificate of filing of social declarations from the social security organisation responsible for collecting the contributions required of KEY4EVENTS,
 - (iii) a solemn self-certificate ("attestation sur l'honneur" in French), in which KEY4EVENTS certifies that it has filed with the fiscal authority, as at the date of the certificate, all mandatory fiscal declarations, and that the work will be carried out by employees legally employed in accordance with the French Labour Code.

11. Limitation of responsibility and indemnity of KEY4EVENTS

- 11.1** KEY4EVENTS will not be responsible for the execution of services provided by third parties in relation to the Applications, including but not limited to any payment services provider that the Client may engage.
- 11.2** In relation to any email functions included in the Applications, KEY4EVENTS will not be responsible for any difficulties or obstacles with the delivery of emails to their recipients caused by anti-spam filters or firewalls within the recipients' systems.
- 11.3** KEY4EVENTS may under no circumstances be responsible for delays in the validation of the Mobile Applications, once configured for the Client, on the part of the Stores, nor for their decision to validate this Application or not.
- 11.4** The Client specifically recognizes and accepts:
- that the Applications are technological solutions subject to a continual search for improvements to performance and progress and that they cannot be totally immune from errors, faults or defects;
 - that KEY4EVENTS undertakes testing to check the functioning and accessibility of the Applications. In this connection, KEY4EVENTS reserves the right to temporarily suspend access to the Applications for maintenance purposes. Moreover, KEY4EVENTS may not be held responsible for temporary difficulties or obstacles to access to the Applications

which may arise from circumstances beyond its control, or from force majeure, or due to disruptions to telecommunications networks;

- that KEY4EVENTS implements procedures allowing it to reinforce the security of the Applications but cannot, however, guarantee total security, free from flaws or from intrusions by malicious third parties, and that it may not be held responsible for lapses in vigilance or security by the Client or Users in the safe keeping of their usernames and passwords;

11.5 In any event, other than personal injury or death and except in the event of gross error or breach of an essential obligation of the Contract voiding it of its substance, KEY4EVENTS may not be indebted to the Client for the payment of damages, of any kind, direct, material, commercial financial or moral, arising from use of the Applications or the Services, in an amount exceeding the sum exclusive of VAT of the Contract at the moment that the damage is incurred. KEY4EVENTS moreover, may not be held responsible unless the Client has issued a complaint by registered post with confirmation of receipt, within one month following the relevant occurrence.

12. Confidentiality

Each party promises to keep in strictest confidence the documents, items, data and information of the other party that it may receive as part of the Contract and which are expressly identified by the other party as confidential. Insofar as KEY4EVENTS is concerned, the parties agree expressly in advance that this duty of confidentiality covers the Personal Data that KEY4EVENTS will be required to process for the Client as part of the Contract. All of this information is hereinafter referred to as the "**Confidential Information**".

The party receiving the Confidential Information promises not to divulge it without the prior agreement of the other party, throughout the duration of the Contract and for 3 (three) years following its termination. It may only communicate it to employees, colleagues, interns or consultants if they are held to the same duty of confidentiality as provided for in these Terms. This duty does not extend to documents, items, data and information:

- (i) of which the party receiving them was already aware;
- (ii) which was already public when communicated or which could become public without breaching this agreement;
- (iii) which is received by a third party in a lawful manner;
- (iv) which is required to be communicated by judicial authorities, in accordance with laws and regulations or in order to establish the rights of a party under the Contract.

13. Duration of the Contract

Except if otherwise agreed between the parties, the Contract will be effective from the date of acceptance of the Quote by the Client and will terminate 3 (three) months after the end of the last Event of the Client, provided that the Client does not hold any Credits.

In the event of a breach by one of the parties of any of its obligations under the Contract, it will be terminated ipso jure one month after receipt by the defaulting party of a notification, unanswered within 8 (eight) days of its receipt, by registered post with confirmation of receipt, stating the intention to apply this clause, without prejudice to any damages which may be claimed from the

defaulting party. In the event of early termination in accordance with these terms for a breach by the Client, any remaining Credits will be permanently lost.

14. Effect of Termination of the Contract

The termination of the Contract, for whatever reason, will automatically lead to the deactivation of the Client's login details and any User Profiles created by the Client. The Client and the Users will thenceforth have no further access to the Applications and all of the Data will be deleted.

15. Force majeure

None of the parties shall be held responsible for any loss, damage or delay caused by the occurrence of a force majeure event as defined by article 1218 of the French Civil Code and by case law.

The parties agree to interpret "force majeure" within the meaning of this article as including acts of war, terrorism, general strike, natural catastrophe, epidemic or any decision by any authority against holding an Event for which the Applications are used.

Each party promises to notify the other as soon as possible, by all normal means including by email, of the occurrence of a force majeure event impeding the execution of its obligations. The Contract will then be suspended, and the parties will convene to decide the arrangements for continuing the Contract.

Where a force majeure event lasts more than one month, this Contract may be terminated by one or other party, by registered letter with confirmation of receipt, without either party being liable to pay an indemnity to the other.

16. Sub-contracting

KEY4EVENTS reserves the right to entrust all or part of the execution of the Services to a sub-contractor, which the Client expressly accepts.

The Client is informed in advance, and accepts, that:

- The hosting of all or part of the Client Data or the General Data (including the Personal Data) may be sub-contracted to the following hosting provider:
 - **Ikoula,**
SAS (simplified joint stock company) registered with the Nanterre RCS under the number 417 680 618
The registered office of which is at 175, rue d'Aguesseau, 92100 Boulogne Billancourt
 - **OVH**
SAS (simplified joint stock company) registered with the Lille Métropole RCS under the number 424 761 419 00045
The registered office of which is at 2 rue Kellermann, 59100 Roubaix, France

- **1&1 IONOS SARL**

SARL (limited liability company) registered with the Sarreguemines RCS under the number B 431 303 775

The registered office of which is at 7, place de la Gare, BP 70109, 57200 Sarreguemines C

➤ The implementation of email functionalities which may be included in the Applications (including the processing of Personal Data pertaining thereto) may be sub-contracted to the following service provider:

- **Mailjet**

SAS (simplified joint stock company) registered with the Paris RCS under the number 524 536 992

The registered office of which is at 13-13 bis, rue de l'Aubrac – 75012 Paris

KEY4EVENTS promises to ensure that its sub-contractors comply with regulations applicable to the Personal Data and in particular with the General Data Protection Regulation (Regulation EU 2016/679 of 27 April 2016).

KEY4EVENTS also promises to ensure that its sub-contractors comply with the same contractual obligations as those to which it is subject under the Contract. KEY4EVENTS shall remain in any event solely responsible to the Client for the proper execution of the Services.

17. Commercial References

The Client expressly authorises KEY4EVENTS to make use:

- (i) of its name, its brand, its logo and the details of its website, throughout the duration of the Contract and 10 (ten) years after its termination,
- (ii) of the name and logo of the Event for which the Applications and the Services are used,
- (iii) of images of that Event,

as commercial references, on any media and in any form.

18. Authorisation to circulate Client and User testimonials

During their use of the Services and the Platform, the Client and its Users authorise KEY4EVENTS to use the testimonials that it publishes on the Site, the Platform and/or social media (hereinafter the "**Testimonials**") for the promotion of the Platform, in accordance with the following terms:

- They consent to their Testimonials being circulated for free by KEY4EVENTS on the Site, the Platform, social media, and on all other French or foreign websites, published by all companies with whom KEY4EVENTS has agreements,
- They consent to their Testimonials being circulated by KEY4EVENTS by any means and on any media for the purposes of promotion of the Site and/or the Platform,
- They accept that their Testimonials be translated into any language,
- They recognise and accept that the Testimonials may be modified, in particular as to their framing, their format and their colours, as well as alterations or degradations to their quality, depending upon the technical parameters of the Site and/or the Platform,
- They waive the right to ask KEY4EVENTS for any remuneration, payment, indemnity or financial compensation in this connection.

19. Personality Rights

In accepting these Terms, the User authorises KEY4EVENTS to use their image, name, voice and testimonials and representations of their participation in any Event organised through the Platform (hereinafter the "**Personal Attributes**") in order to tie in the promotion of the brand KEY4EVENTS with that of the Client, for the period provided for in the article "*Duration of the Contract*" of these Terms of Use.

As part of the presentation and the promotion of the brand KEY4EVENTS and that of the Client, the User authorises KEY4EVENTS to print, reproduce, circulate, and share with the public their Personal Attributes on any media and through any process known or unknown as of even date, foreseeable or unforeseeable, including:

- on all media including printed, electronic, digital, computerised, multimedia, of any type and by any process, tangible or intangible, existing or yet to come, foreseeable or unforeseeable;
- across all media, all networks and all means of circulation, of whatever type, existing or yet to come, foreseeable or unforeseeable, such as but not limited to physical exhibition, electronic communications network and in particular the internet (fixed line or mobile), broadcast on any frequency (terrestrial television, cable, satellite, digital terrestrial, free television, paid-for television, subscription, pay per view, etc.) or display.

This authorisation includes authorisation to use the Personal Attributes of the User for promotion and publicity of the brand KEY4EVENTS and that of the Client, and their exploitation.

This authorisation is worldwide and for a period of 10 (ten) years from the conclusion of the Contract.

KEY4EVENTS is expressly prohibited from exploiting the Personal Attributes of the User in such a way as to compromise their reputation.

20. Links and third-party sites

KEY4EVENTS may not under any circumstances be held responsible for the technical availability of websites used by third parties (including any of its partners) accessed by the Client or the User through the Platform.

KEY4EVENTS takes no responsibility for the content, advertisements, products and/or services available on such third-party sites, which are, it is to be noted, governed by their own terms of use.

KEY4EVENTS is also not responsible for transactions taking place between the Client or the User and any given advertiser, professional or salesperson (including any of its partners) to whom one or the other may be directed through the use of the Platform and may not under any circumstances be party to any disputes arising therefrom with third parties, whether about the purchase of products and/or services, warranties, declarations and other obligations of any kind to which those third parties may be bound.

21. Language

In the event that these Terms of Use are translated into one or more languages, the language of interpretation will be the French language in the event of contradiction or disagreement on the meaning of a term or a provision.

22. Amendments

KEY4EVENTS reserves the right to amend these Terms of Use at any time.

The Client will be informed of these amendments by any normal written means of communication, 2 (two) months before the amended terms of use come into force. These amendments will become applicable following any new purchase of Credit and, more generally, from any acceptance of a Quote following their entry into force - they will also apply to Licences and/or Services previously purchased by the Client.

23. Applicable Law and Jurisdiction

These Terms of Use are governed by French Law.

In the event of a dispute as to the validity, interpretation and/or execution of these Terms of Use, the parties agree that the courts of Nice (France) shall have exclusive jurisdiction to rule thereon, save for any overriding rule of procedure to the contrary.