

General Terms and Conditions of Use and Sale (GTCUS)

Version: April 2026 · springly.org · en-US

Springly is a brand of AssoConnect Inc., a corporation incorporated in Delaware with offices at 1411 Broadway, New York, NY 10018, USA. The Services are provided and invoiced by its parent company, AssoConnect SAS (the "Company"). AssoConnect Inc. may collect payments on behalf of the Company. Springly is an all-in-one software solution for nonprofits, covering website creation, member and donor management, accounting, communications, online payments, and more.

The Company develops a software suite called "AssoConnect" which makes it possible, in particular, (i) to create websites that can be viewed on computers, tablets and smartphones, (ii) to put information online and update it, (iii) to manage relationships between organizations and their members or subscribers, (iv) to record accounting entries and produce basic accounting documents, (v) to make certain services available to members or subscribers, (vi) to make online payments, including the payment of membership fees, (vii) to open online payment accounts and obtain payment cards, (viii) to carry out crowdfunding operations and (ix) to provide support in the creation or management of nonprofit organizations.

The purpose of these general terms and conditions of use (hereinafter, the "General Terms and Conditions" or "GTCUS") is to define the terms and conditions under which a Client and, where applicable, an Authorized User of the Client (as these terms are defined below) may use the Services as defined in Article 1.

Article 1 — Definitions

The definitions below apply to the General Terms and Conditions.

«Client»	means any legal entity that has subscribed to use the Services as defined in this Article.
«AssoConnect Charter»	means the charter available on the Company's website at the following link: https://www.assoconnect.com/charte-assoconnect/ . It forms an integral part of the General Terms and Conditions, of which it constitutes an appendix.
«Special Conditions»	means any conditions agreed in writing and signed by the Client and the Company describing the specific terms of the Client's subscription to the Services, such as a quotation, ancillary agreement, amendment or appendix, without this list being exhaustive.
«Contact»	means any person registered in the Client's database established through the Services including, without limitation, any member, subscriber, donor, volunteer or employee of the Client.
«Content»	means any data, Information or document provided to the Company by the Client or put online through the Services, including the parameters of a Product offered by the Client through the Services, such as item descriptions, Product characteristics, units of measurement, categories, prices, payment methods, photographs, drawings and videos, technical specifications and all marketing or Information documentation, including updates, modifications and corrections thereto. Content does not include any element of Software.
«Agreement»	means all the contractual documentation governing the relationship between the Client and the Company. The Agreement currently consists of the General Terms and Conditions, the AssoConnect Charter, the Privacy Policy, the Acceptable Use Policy, the appended general terms and conditions of Third-Party providers supplying services to the Client in connection with the use of the Services and, where applicable, the Special Conditions.

«Section»	means a section or local branch within the Client's internal organization (which must belong to the Client's legal entity).
«Data»	means any data, information or elements either managed by the Client or falling within its exclusive ownership, provided by the Client in the context of the performance of the Services by the Company. This includes, in particular, the Personal Data or other data of the Client and of Authorized Users generated through the use of the Services made available to it and stored on the Company's servers.
«Personal Data»	means personal data, within the meaning of the Personal Data Regulations, collected and/or processed by the Client in the context of the use of the Services.
«Intellectual Property Rights»	means rights in patents, copyrights, trade secrets, trade names, logos, trademarks, moral rights, know-how and other rights of the same nature or intangible assets recognized by law or by international conventions, in any country or jurisdiction worldwide, as works of the mind to which property rights are attached, and all registrations, filings, applications, communications, renewals, extensions, prolongations or reissues thereof, currently or hereafter in force.
«Force Majeure»	means events or circumstances beyond the will or control of the Client or the Company, as usually recognized by the case law of the French Courts and Tribunals.
«Information»	means any technical or commercial information, whether written, graphic or verbal, in any form whatsoever, including but not limited to drawings, tools, samples, reports, records, data, computer programs, models and trade secrets.
«Confidential Information»	means: (i) with respect to the Company, all Information, software, inventions, know-how, ideas, programs, functional programs and Intellectual Property Rights of the Company relating to or arising from the Services; (ii) with respect to the Client, information belonging to it in whole or in part, not in the public domain, relating to its activities or its business partners, and (iii) with respect to the Client or the Company, any information, technical data or know-how including, without limitation, those relating to research, production plans, Products, Services, clients, markets, software, source codes, Software documentation, developments, lists, trade secrets, data compilations, processes, models, drawings, engineering, hardware configuration information, marketing or finances.
«Software»	means the protected software and computer programs used or provided by the Company in connection with the provision of the Services.
«Partner»	means any Third Party that has entered into a partnership agreement with the Company enabling it to present offers, content or services to Clients, Contacts or prospects of the Company, through the Services or any other communication channel managed by the Company.
«Privacy Policy»	means the privacy policy available on the Company's website at the following link: https://www.assoconnect.com/infos/politique-confidentialite/ . It forms an integral part of the General Terms and Conditions, of which it constitutes an appendix.
«Acceptable Use Policy»	means the policy governing the use of the emailing services available on the Company's website at the following link: https://www.assoconnect.com/infos/politique-envoi/ . It forms an integral part of the General Terms and Conditions, of which it constitutes an appendix.
«Price»	means the price list for the Services as shown on the "AssoConnect" website and/or the price agreed between the Company and the Client in the Special Conditions according to the Client's parameters and the options subscribed.
«Products»	means the goods and/or services that may be ordered from the Client by Third Parties or Contacts using the Services.

«Personal Data Regulations»	means any legislative or regulatory provision, European or national, resulting in particular from Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the amended French law No. 78-17 of 6 January 1978 on information technology, data files and civil liberties and its implementing texts, as well as any other regulations applicable in this area that may supplement or replace them in the future.
«Services»	means the services provided by the Company pursuant to these General Terms and Conditions, as described on the Company's website, including any subsequent or replacement service offering functionality equivalent or superior to that of the replaced Service, within the limits set by the GTCUS and the Special Conditions.
«Affiliate»	means, in relation to the Company, any company or entity that it controls, that controls it or that is controlled by the same company or entity that controls the Company. The notion of "control" above is understood as defined by Article L. 233-3 of the French Commercial Code.
«Third Party»	means any person other than the Client or the Company.
«Authorized User»	means a user authorized by the Client to use the Services on behalf and under the responsibility of the Client.

Article 2 — Purpose

The purpose of the General Terms and Conditions, the Privacy Policy, the Acceptable Use Policy and the AssoConnect Charter is to define the conditions under which the Client will have access to the Services.

The General Terms and Conditions, the Privacy Policy, the Acceptable Use Policy and the AssoConnect Charter constitute a binding and enforceable legal agreement between the Company and the Client.

Article 3 — Access to the Services

3.1 Use

Subject to payment of the Price and compliance with the General Terms and Conditions by the Client, the Company hereby grants the Client the non-exclusive and non-transferable right to access and use the Services and the Software within the limits and conditions provided for in the Agreement, and in particular subject to the following restrictions:

- (i) the Client may use the Services and the Software solely for its own internal needs,
- (ii) the Client may only use the Services to make available content or services that are lawful under applicable French legislation and/or regulations and, consequently, may not in particular use the emailing technologies made available as part of the Services under unlawful conditions,
- (iii) the Client shall not, except in the cases provided for in Article L.122-6-1 of the French Intellectual Property Code, (A) make copies of all or part of the Software or the Services, (B) sell, sub-license, distribute, rent, lease or assign the Services or the Software to any other natural or legal person, (C) modify, reverse engineer, decompile, disassemble, translate, modify or create derivative works from the Services or the Software, (D) allow a Third Party to use the Services or the Software, it being specified that this limitation does not apply to access and use by Authorized Users, Contacts and Third Parties of the Client's internet platform created and managed as part of the Services, (E) create Internet hypertext "links" to or from the Services or "frame" or "mirror" any element of the Services, other than on the Client's intranet networks for its own internal needs, or (F) access them for the purpose of (1) creating a competing product or service, (2) creating a competing product or service using ideas, features, functions or graphics similar to those of the Service, or (3) copying ideas, features, functions or graphics of the Service.

3.2 Refusal of access to the Services

The Company reserves the right to refuse access to the Services to any prospect, Client or former Client:

- (i) whose activities do not comply or may not comply with the values set out in the AssoConnect Charter,
- (ii) for whom the Services have already been terminated following a breach of the General Terms and Conditions by the person concerned,
- (iii) with whom there is or has been a dispute or litigation with the Company, whatever its subject matter, or
- (iv) who has capital ties or common managers with persons referred to in points (i), (ii) or (iii) of this Article 3.2.

3.3 Username and password

When subscribing to the Services, the Client must create a username and associated password allowing it to access the Services. In addition, the Client may, within the limits of the terms of the Agreement, create additional usernames for its Authorized Users. The Client is responsible for the confidentiality of usernames and passwords and shall be solely liable for any use of the Services that does not comply with the provisions of the Agreement using the usernames of the Client or of any Authorized User. The Client must, as soon as it becomes aware of it, immediately notify the Company of any unauthorized use of a username and change any password concerned. The Client undertakes to access and use the Services in a secure manner and in accordance with reasonable standards that the Company may redefine at any time subject to three (3) months' notice, and which currently require the Client to use Internet access protected by SSL 2048-bit or higher secure-mode encryption.

3.4 Domain name

In connection with the hosting of the internet platform created and administered through the use of the Services, the Client may acquire a personalized domain name, use a domain name belonging to it, or use a domain name belonging to the Company of the type `domain_name.assoconnect.com`. The Company reserves the right to modify any domain name belonging to it at any time.

3.5 Technical support and compatibility

Use of the Services is, at a minimum, compatible with the latest version of the following browsers: Firefox, Edge (formerly Internet Explorer), Safari and Google Chrome. The Company will not maintain compatibility of AssoConnect with browsers that are not updated by their publishers.

Article 4 — Purpose, availability and modifications of the Services

4.1 Purpose of the Services

Depending on the options chosen by the Client, the Services are intended to enable the Client:

- (i) to create an Internet platform,
- (ii) to put information online on the Internet platform created and to update it,
- (iii) to manage its relationships with its Contacts,
- (iv) to record accounting entries and produce accounting documents,
- (v) to make certain services available to Contacts,
- (vi) to make online payments, including the payment of memberships,
- (vii) to open a payment account and obtain payment cards,
- (viii) to carry out crowdfunding operations, and
- (ix) to provide support in the creation or management of nonprofit organizations.

4.2 The Company is neither a party to, nor a beneficiary nor a guarantor of the proper performance of, any contract that may be entered into between the Client and a Third Party, including in particular the Contacts, in connection with the use of the Services. The contractual relationships between the Client, on the one hand, and the Contacts and Third-Party users of the Client's website, on the other hand, shall be governed by the Client's own general terms and conditions.

4.3 Exclusion of any legal or accounting service, advice or assistance

The Company may act as an administrative assistant and technical intermediary to help set up the Client's legal structure as a nonprofit organization, but shall not, in this context, provide any legal or accounting service, advice or assistance. It shall be the Client's responsibility to consult any legal or accounting professional if it deems it necessary.

4.4 Exclusion of health data

The Company reminds the Client that it is not a health data host and does not provide any health data hosting services on behalf of its Clients. As such, it does not hold the approval or certification required under Article L. 1111-8 of the French Public Health Code for the activity of hosting health data. Consequently, the Client shall not use personal health data in connection with the use of the Services.

4.5 Online payment service

The Company offers the Client the use of the services of a Third-Party provider for online payments, in particular between the Client and its Contacts. By accepting these General Terms and Conditions, the Client acknowledges having read and accepted the general terms and conditions of use of the payment service offered by the Third-Party provider, available at the following link: https://www.adyen.com/fr_FR/legal/terms-and-conditions. The Company may change its payment service provider at any time. In the event of a change of provider, the new provider's general terms and conditions shall apply to the Client as from their acceptance by the Client.

In order to enable the Company to comply with anti-terrorism, financial services and other laws and regulations in force, as well as "Know Your Customer" ("KYC") requirements, the Client must provide certain information about itself and its activities (the "Registration Data") in order to benefit from the online payment service. The Client unreservedly warrants that all Registration Data it provides is accurate and up to date.

Upon the Company's first request, the Client shall provide such additional information and supporting documents as the Company may deem necessary for the purposes of compliance with the laws and regulations in force and with the KYC requirements of the Third-Party payment service provider. The Client acknowledges that the Company may carry out further checks on its identity, creditworthiness and background by contacting and consulting registers, public authorities and the Client's business relations.

The Client acknowledges that funds collected through the payment services may be blocked pending these checks. If these checks cannot be carried out satisfactorily, the Company reserves the right to cancel all or part of the recorded payments.

For this online payment service, the Client may choose between a paid offer and a free offer. If the Client opts for the free payment service, it undertakes to display on its website a clearly visible option, appearing at the time of payment by a Contact, allowing such Contact to make, if it so wishes, a donation to the Company in support of its activity.

Any donation made by a Contact does not constitute consideration for a service and is outside the scope of value added tax. The donation is not invoiced by the Company.

By express agreement between the Parties, if the Client that has chosen the free option for the payment service does not provide its Contacts with the possibility of making a donation under the conditions set out above, or unfairly encourages its Contacts not to make a donation to the Company, it shall be deemed to have waived the free payment service, and the Company may then, after informing the Client, charge the Client for this service without delay in accordance with the Price list in force, of which the Client acknowledges having knowledge.

The Client acknowledges and accepts that, should the Company detect any suspicious or fraudulent activity in connection with the use of the payment services, or in the event of rejections of payments collected by the Client, the Company reserves the right to suspend access to the payment services temporarily or permanently, at its sole discretion.

In the event that a payment made by a Contact is rejected, the Company shall invoice the Client a flat fee of forty US dollars (\$40) (or the equivalent in the invoicing currency) for each payment rejected by the Contact's bank.

4.6 Fees applicable to unrecovered balances

Where no payment transaction, excluding the deduction of fees, has been recorded in connection with the online payment service referred to in Article 4.5 for twelve (12) months, online payment service

maintenance fees shall apply in accordance with the pricing conditions shown on the "Pricing" page of the Company's website. The Company shall notify the Client by email at least two (2) months before the date on which these fees apply, inviting it to take all necessary measures to enable the Company and the Third-Party provider referred to in Article 4.5 to transfer the available balance to it. Failing full transfer of the available balance within the allotted time, in particular where the transfer is impossible for any reason whatsoever, the online payment service maintenance fees shall be deducted from this balance in accordance with Article 4.8 hereof. These fees are limited to the positive balance available on the date of each deduction. When the balance falls to zero as a result of the application of these fees, the Client's online payment service shall automatically be closed.

4.7 Opening of payment accounts ("Pro Account") and issuance of payment cards on behalf of the Client

The Company acts as a banking and payment services intermediary (mandataire en opérations de banque et en services de paiement, "MOBSP") registered with ORIAS. The Company acts as a commercial agent of a Third-Party operator that enables Clients to open payment accounts and to have payment cards issued for their benefit.

In the event of the Company's default, the Third-Party provider shall ensure the proper operation of the payment accounts used to record the payment transactions carried out by the Client in connection with the use of the Services, under the conditions provided for in the payment services framework agreement or the applicable electronic money general terms and conditions of use. The list of electronic money institutions is available from the ACPR and on the website <https://acpr.banque-france.fr>. The Client expressly accepts the collection and processing by the Company and/or the Third-Party provider of the documents and information necessary for the proper performance of the service provided by the latter.

The Third-Party provider currently used by the Company is Swan, a French simplified joint-stock company with a share capital of €951,164.50, registered with the Bobigny Trade and Companies Register (No. 853827103), whose registered office is located at 91 rue du Faubourg Saint-Honoré, 75008 Paris, France, authorized as an electronic money institution by the ACPR and authorized to provide the payment services referred to in Article L. 314-1 of the French Monetary and Financial Code (paragraphs 2°, 3° and 5°), REGAFI No. 86245 ("Swan").

By accepting these General Terms and Conditions, the Client acknowledges having read and accepted Swan's general terms and conditions of use, available at the following link: <https://www.swan.io/terms-of-use>. Any dispute or claim by the Client concerning the services provided by the Third-Party provider must be notified to Swan at the following address: requisition@swan.io.

The Company may change its Third-Party provider at any time. In the event of a change of Third-Party provider, the new provider's general terms and conditions shall apply to the Client as from their acceptance by the latter.

The Client may benefit from additional payment accounts attached to Sections of the Client under the conditions provided for in the applicable Special Conditions (the "Additional Payment Accounts"). Sections benefiting from Additional Payment Accounts may under no circumstances be legal entities other than the Client. Closure of the main payment account shall automatically entail the closure, with the same effective date, of any Additional Payment Account. An Additional Payment Account may, however, be closed independently of the main payment account, as long as the latter remains active.

The Client is responsible for the authorizations it grants to any Authorized User on a main or Additional Payment Account.

No merger may take place between the balances of the various payment accounts opened by the Client, and each payment account shall separately record the transactions relating to that account only.

Notwithstanding the foregoing, the Company may exercise, with respect to any payment account, the same contractual rights as those set out in the Agreement, separately or cumulatively, as the Company deems necessary. The Company may thus suspend or terminate an Additional Payment Account, independently of any suspension of the Client's main payment account, on any ground for suspension or termination provided for in the Agreement.

4.8 The Client authorizes the Company to debit from any main or Additional Payment Account of the Client opened pursuant to Article 4.7, as well as from the balance available under the payment service referred to in Article 4.5, any sums owed by the Client to the Company under the Agreement, and grants the Company any mandate necessary for this purpose.

4.9 Crowdfunding

The Company is registered with ORIAS as a Crowdfunding Intermediary (Intermédiaire en Financement Participatif, No. 23006620). Pursuant to Article L. 548-6 of the French Monetary and Financial Code, Crowdfunding Intermediaries must act honestly, fairly, transparently and professionally, taking into account the rights and interests of their clients, including their potential clients. Accordingly, the Client expressly undertakes to provide the Company, before any use of the Services, with the presentation of the project supported by the crowdfunding campaign, in terms of content and purposes, as well as all the information necessary to fulfil its obligation to provide potential donors with all information relating to the project owner. This information must, at a minimum, enable the Company to ensure that the project presented is predefined in terms of purpose, target funding amount, timetable, quantified description of the intended use of the funds raised and expected result. The Client warrants to the Company the truthfulness and lawfulness of such information. The Company does not accept crowdfunding projects involving the conclusion of a loan or investment agreement.

The purpose of the crowdfunding campaign must in any event not be contrary to the values set out in the AssoConnect Charter, and must not fall within any of the cases of early termination for Just Cause as defined in Article 9.3 hereof.

4.10 Availability of the Services

On a technical level, access to the Services is possible 24 hours a day, 7 days a week, subject to the occurrence of a case of force majeure, possible breakdowns or any maintenance operation necessary for the proper functioning of the Services, in connection with Article 10.1 of the General Terms and Conditions relating to the Company's obligation to use commercially reasonable efforts. In any event, the Client acknowledges that it has the skills and means necessary to access and use the Services and that all costs relating to the availability of technical means and of the connection are borne by it and under its sole responsibility. In this respect, the Client must have a computer or any other device with an Internet connection whose settings allow the Services to function properly. The Client declares that it is aware of the risks involved and accepts them. The Client acknowledges in particular that the information and Data transmitted or stored may be intercepted or altered independently of the Company's will. The Client is strongly advised to take all necessary precautions to protect itself against the effects of hacking, in particular by adopting a secure and appropriate IT configuration and by installing regularly updated virus detection software. Notwithstanding any provision to the contrary in the General Terms and Conditions, the Client acknowledges and accepts that the availability of the Services depends in particular on the availability of Internet connection services and other Internet network functions, and that the transmission capacities of the Internet network, due to the complexity of its operation, may be uneven and uncertain. Consequently, the Company may not be held liable for any failure to comply with a representation, warranty or commitment under the General Terms and Conditions resulting from or linked to the unavailability of Internet connection services or other Internet network functions.

4.11 Tools or solutions with generative AI capabilities

The Client acknowledges and accepts that the Company may use, in connection with the Services, interfaces, tools or solutions with generative artificial intelligence (AI) capabilities, such as OpenAI.

4.12 Modification of the Services

The Client acknowledges and accepts that the Company is entitled to change the names of the Services or the technical terms under which they are made available to the Client. Furthermore, the Client acknowledges and accepts that the Company reserves the right to replace any of the Services with one or more Services offering functionality equivalent or superior to that offered by the Service to be replaced.

4.13 Client cooperation

Where the Client orders from the Company set-up or configuration services or, more generally, any service involving assistance or intervention by the Company for the set-up or integration of the Client's Data, the Client undertakes to actively assist in the performance of the Company's services by providing it, within the required time limits and, where applicable, in the required formats, with all the information necessary for the Company to perform the services. Compliance with the time limits indicated by the Company for the performance of its services depends on the Client's proper compliance with these obligations.

Article 5 — Acceptable use

5.1 The Client shall not use, and shall not authorize its Authorized Users to use, the Services, the Agreement or the Network to store or disseminate any Content that:

- (i) contains or refers to malicious content (such as viruses, malware or any other harmful software);
- (ii) infringes the rights of Third Parties (in particular Intellectual Property Rights), or is manifestly defamatory, harmful, threatening, abusive, discriminatory, hateful or otherwise objectionable;
- (iii) incites or facilitates criminal or fraudulent behavior;
- (iv) contains hyperlinks, torrents or references to repositories of content infringing Intellectual Property Rights;
- (v) contains any form of criminal pornography or manifestly aims to help others access such content;
- (vi) constitutes a violation of the privacy of Third Parties, in particular through the processing of Personal Data without consent or in breach of the Personal Data Regulations;
- (vii) contains unsolicited, unauthorized or unlawful advertising, promotional material, spam or junk mail; or
- (viii) interferes with the use of the Services by other clients of the Company or by Third Parties, or causes damage to the systems or networks of the Company or of Third Parties.

5.2 The Client shall not implement any processes or programs which it knows, or should reasonably know, interfere with the systems of the Company or of third parties, or are likely to cause damage.

5.3 Prohibited use

The Services may be subject to export control regulations of the European Union and/or of the member countries of the European Free Trade Association (EFTA) (collectively, the "Embargo Countries"). The Client acknowledges and accepts that the Services may be subject to such regulations. If the Client or the end customer uses or accesses the Services in breach of the applicable rules of the Embargo Countries, the Client shall bear full and exclusive responsibility. The Client undertakes to comply fully with applicable laws, including, without limitation, the export and import regulations issued by these States. The Company may terminate the Agreement immediately by written notice if the Client or any of its Affiliates, employees, contractors, officers or agents breaches, in any manner whatsoever, its obligations relating to the prohibition of re-export to Embargo Countries or the applicable export control regulations.

Article 6 — Price, invoicing and payment terms

6.1 Price

The Price list for the Services offered by the Company is available on the website www.assoconnect.com, it being specified that prices vary in particular according to the Client's number of Contacts and the options chosen by the Client. The Company may modify the Price list at each subscription term for the Services. The Price list applicable to each renewal of the subscription to the Services shall be the Price list shown on the website "www.assoconnect.com" on the date of renewal. Where applicable, the Company shall inform the Client of the new applicable Price list at least one month before the next subscription renewal date.

Any preferential rate, discount or commercial advantage is reserved exclusively for eligible Clients. The Client represents and warrants that it meets the applicable eligibility criteria and undertakes to continue to meet them for the entire duration of the advantage granted. In the event of abuse, inaccurate declaration or loss of eligibility, the Company may withdraw this advantage and apply the standard rate in force, including retroactively for the period of non-compliance.

The Company shall invoice the Client fees for payment transactions carried out on the Client's internet platform in accordance with the schedule shown on the website "www.assoconnect.com". These fees apply to payments by credit card, bank transfer and/or direct debit. The Company reserves the right to modify them at any time after informing the Client in advance. In addition, the Company reserves the right to pass on, without delay, any new tax or any increase in the rate of existing taxes to the Price and to the fees relating to the transactions detailed in this Article.

6.2 Payment terms for subscription services

Throughout the term of the subscription to the Services, the Client is invoiced and undertakes to pay the Company for the provision of the Services in accordance with the Price list and any Special Conditions that may have been agreed. The subscription to the Services is payable in full in advance. Unless otherwise specified in the Price list, the Company shall invoice the Client, and all sums owed to the Company by the Client must be paid within thirty (30) days of the invoice date. The Company reserves the right to invoice the Client electronically, which the Client expressly accepts. All sums owed to the Company by the Client and not paid when due shall be subject to late payment penalties at a rate of one point five percent (1.5%) per month of delay or, if higher, at the minimum legally applicable rate equal to three times the legal interest rate.

In addition, in the event of late payment, the Client shall automatically owe the Company a statutory flat-rate indemnity for recovery costs of forty euros (€40). The Company reserves the right to request additional compensation from the Client if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

6.3 Duties and taxes

The Client undertakes to fulfil all its tax obligations relating to the provision of the Services, in particular with regard to value added tax.

6.4 Payment

Invoices owed by the Client to the Company shall be paid by direct debit or by credit card. The payment method chosen by the Client shall be recorded and used for the payment of all invoices owed by the Client to the Company. In the event that a payment is rejected, the Company shall invoice the Client a flat fee of forty US dollars (\$40) (or the equivalent in the invoicing currency) for each payment rejected by the Client's bank.

For any operation requiring the intervention of the Company's invoicing department, the Company shall invoice the Client a flat fee of forty US dollars (\$40) (or the equivalent in the invoicing currency). By way of example, and without limitation, these fees shall apply for each payment rejected by the Client's bank, or for any issuance of a credit note.

Article 7 — Intellectual property rights

7.1 Rights in the technology

All Intellectual Property Rights belonging to the Company and/or relating to the Software and the Services are and shall remain, in whole or in part, the exclusive property of the Company and, where applicable, of the Third Parties having granted it the corresponding licenses.

7.2 Rights in the Content

All titles and property rights relating to the Content transmitted or made available to the Company, or of which the Company has knowledge or use in the course of performing the Services, shall remain the property of the Client. If all or part of the Content is or is likely to be the subject of legal proceedings, or if the Company considers that Information is likely not to comply with the Intellectual Property Rights of a Third Party or with the provisions of an applicable law or regulation, the Company shall then be immediately authorized to suspend or remove access to all or part of the disputed Content or to remove the disputed Content from the Services without incurring any liability whatsoever towards the Client. In addition, the Company reserves the right to request the removal of any activity or information of an unlawful nature within the meaning of Article 6 of French Law No. 2004-575 of 21 June 2004 on confidence in the digital economy.

7.3 Improvements

The Company shall be free to use or integrate into the Services, free of charge and without time limit, throughout the world, any improvements, ideas, requests, recommendations or other information provided by the Client or its Authorized Users in connection with the Services.

Article 8 — Confidentiality

8.1 Non-disclosure of Confidential Information

Subject to the application of the provisions of Article 16.8 of the General Terms and Conditions, each party shall strictly respect the confidentiality of the Confidential Information entrusted to it by the other party to provide it with the knowledge necessary for the proper performance of the Services, and shall refrain from disclosing it to Third Parties throughout the period of the Client's access to the Services and for a period of five (5) years from the termination of access to the Services. Each party undertakes:

- (i) to use the Confidential Information only in connection with the performance of the Services and in accordance with the provisions of the General Terms and Conditions,
- (ii) not to copy or retain it, in whole or in part, other than as expressly authorized herein,
- (iii) to reproduce and keep on copies of the Confidential Information the notices or indications relating to its protected and confidential nature (whether affixed by the party disclosing such information or by a Third Party) as they appear on the original, or in any other manner that the party disclosing such information is reasonably entitled to expect.

8.2 Confidentiality of Personal Data

The Company undertakes to guarantee the confidentiality of the Personal Data processed under the General Terms and Conditions by allowing access to or disclosure of such data only to duly authorized persons (including employees or, where applicable, subcontractors or other service providers) who can in any event demonstrate that access to or disclosure of such data is necessary in view of their duties for the purposes of the performance of the General Terms and Conditions.

8.3 Remedies

The parties agree that, notwithstanding any other provision of the General Terms and Conditions, the party that is not responsible for a breach of the confidentiality provisions of the General Terms and Conditions shall be entitled to seek equitable relief to protect its interests, including interim or permanent injunctive relief, as well as damages. Nothing herein shall be construed as limiting any other remedy available to the parties.

Article 9 — Term and termination of the Services

9.1 Term

The Client shall have access to the Services for the term of the subscription it has taken out, which may range from one (1) to sixty (60) months depending on the subscription terms chosen.

If the Client has subscribed for a term of strictly less than twelve (12) months: at the end of the initial subscription period, the subscription shall be tacitly renewed for periods equal to the initial subscription period unless notice of termination is sent by either party to the other at least two (2) weeks in advance.

If the Client has subscribed for a term of twelve (12) months or more: at the end of the initial subscription period, the subscription shall be tacitly renewed for periods equal to the initial subscription period unless notice of termination is sent by either party to the other at least three (3) months in advance.

Whatever the term of commitment, the Client may choose a subscription plan with a different term provided that it exercises this choice at least one (1) day before the expiry date of the current subscription. In this case, the Client shall remain liable for the amount due for the entire previous commitment period.

Notice of termination of the Agreement may be given online in the space made available to the Client, with acknowledgement of receipt by email.

9.2 Term of the free payment service

The Company reserves the right to end the free payment service referred to in Article 4.5 at any time subject to two (2) weeks' notice. In this case, the Client may terminate the payment service by notifying the Company during the notice period. Failing this, it shall be deemed to have accepted the end of the free payment service and accepts that the Company shall invoice it for this service in accordance with the Price list then in force.

9.3 Early termination for Just Cause

The Company may, by written notice to the Client and subject to thirty (30) days' notice, terminate or suspend, in whole or in part, the current subscription and Services in any of the cases described in points (i), (ii), (iii), (iv), (v) or (vi) below, and the Client may, by written notice to the Company and subject to thirty (30) days' notice, terminate the current subscription and Services in any of the cases described in points (v) or (vi) below (each hereinafter referred to as "Just Cause"). If the Client terminates the current subscription for Just Cause, the Company shall refund it, pro rata temporis, the amount of the Price paid in advance for the period during which the Services should have been performed by the Company. If the Company terminates the current subscription for Just Cause, the full amount of the Price paid in advance by the Client to the Company may be retained by the Company, without prejudice to the Company's right to demand payment of the Price until the end of the Agreement if the Just Cause results from a breach by the Client of its obligations.

- (i) The Client fails to pay a sum owed to the Company under the current subscription within ten (10) days following written notice of such non-payment sent by the Company by certified mail or by email with acknowledgement of receipt;
- (ii) The Client, or one of its Contacts, engages in activities or statements, whether or not through the Services:
 - that are contrary or likely to be contrary to the AssoConnect Charter,
 - that are contrary or likely to be contrary to laws relating to public order and morality,
 - that are insulting or defamatory, racist, sexist or revisionist,
 - that are threatening or likely to be threatening to a person or group of persons, or that incite harassment,
 - that harm or are likely to harm the human person, their dignity or integrity, regardless of their sex, affiliation, age, origin or beliefs,
 - that provoke or are likely to provoke the commission of acts of terrorism or the glorification thereof,
 - that glorify crimes against humanity,
 - that incite or are likely to incite crimes and offences, discrimination, racial hatred, or hatred towards persons on the grounds of their sex, sexual orientation or identity, or disability;
- (iii) The Client, or one of its Contacts, fails to comply with the laws and regulations in force relating to the prevention of conflicts of interest, money laundering and all forms of corruption and influence peddling, whether or not through the Services;
- (iv) The Client, or one of its Contacts, makes abusive use of a Service, in particular:
 - with regard to the payment service, in the event of an overall rate of unpaid or rejected payments exceeding one (1) percent over seven (7) days;
 - with regard to the emailing service, in the event of non-compliance with the Acceptable Use Policy, in particular an overall rate of bounces, incorrect addresses or classification as junk mail/spam exceeding five (5) percent over seven (7) days.
- (v) The Client is in breach of the obligations set out in Article 5 "Acceptable use" of these General Terms and Conditions.
- (vi) The other party is in breach of any other term or provision of these General Terms and Conditions which is not remedied within thirty (30) days following written notice of such breach sent to the party responsible by certified mail or by email with acknowledgement of receipt, it being specified that in the event of use of the emailing technologies under unlawful conditions, the Company reserves the right to suspend its Services as soon as it becomes aware of it;
- (vii) The other party (a) ceases or suspends its activities, or (b) is in a state of insolvency, acknowledges in writing its inability to pay its debts as they fall due, enters into an arrangement with its creditors, or is directly placed under the control of an administrator, liquidator or other similar authority, or (c) goes bankrupt or is subject to receivership or liquidation proceedings.

9.4 Suspension of the Services

The Company may suspend, in whole or in part, the current subscription and Services, without delay, in the cases described in points (ii), (iii), (iv), (v) or (vi) above. In addition, if the Client fails to meet a single payment deadline, the Company may, within ten (10) days following written notice of such non-payment by the Company, suspend the Client's access to the Services and the performance of the Services until the

Client has remedied its default and made the payments due, and until arrangements, previously accepted by the Company, have been made to secure payment of future invoices.

9.5 Failure to meet a payment deadline

(a) Acceleration: whenever the Client fails to meet a payment deadline under the General Terms and Conditions, the Company shall have the right, at its sole discretion and notwithstanding the Company's right to terminate the subscription for Just Cause, to declare all sums owed in respect of the Services immediately due and payable after a period of ten (10) days following written notice of such non-payment by the Company. The Company may avail itself of all legal remedies available to recover the sums due. The Company's failure to invoke acceleration shall not constitute a waiver of this right on any other occasion, nor of any future right to invoke such acceleration. (b) Damages clause: the Client acknowledges that, in the event of failure to meet a payment deadline, whether or not the Company terminates the current subscription for Just Cause, damages will be difficult to assess, so that the Company may claim, as a lump-sum assessment of the damage it has suffered, payment of: (i) all sums due in respect of any services not completed hereunder and; (ii) all sums that would have accrued to it if the subscription had continued for its initial or renewed term, as applicable, including without limitation all fees, expenses, interest, charges and duties, in order to compensate the Company for its loss of profit, in the form of damages and not as a penalty, notwithstanding all other rights or remedies available to the Company.

9.6 Return of materials

In the event of termination of the current subscription in accordance with the provisions hereof, the Company may, without delay, prevent the Client from accessing and using the Services. The Client undertakes to cease immediately using the Services, Software and Confidential Information received from the Company. The Client further undertakes to return any physical materials transmitted to it by the Company for the performance of the Services.

9.7 Consequences of termination of the Services

Notwithstanding any termination of the Agreement, Article 8 ("Confidentiality") shall continue to apply for a period of five (5) years from the effective date of termination of the Agreement, Article 16.3 ("Non-solicitation of personnel") for a period of one (1) year in accordance with the provisions of that article, while Articles 7 ("Intellectual property rights"), 9.5 ("Failure to meet a payment deadline"), 10 ("Disclaimer; limitation of liability"), 12 ("Warranty") and 16.6 ("Dispute resolution – Jurisdiction and governing law") shall continue to apply for as long as the Company holds rights under those articles. All other rights granted hereunder shall cease to apply on the effective date of termination.

9.8 Reversibility

In the event of termination of the business relationship between the Client and the Company for any reason whatsoever, the Company undertakes to ensure, free of charge, the reversibility of the Personal Data in a usable format for the benefit of the Client, if the latter so requests. This right must be exercised by written notice from the Client to the Company no later than three (3) months following notice of termination of the business relationship, for whatever reason and by whichever party. This right is then exercised for the period necessary to carry out the reversibility.

At the end of the reversibility of the Data or at the end of the aforementioned three (3) month period in the absence of a reversibility request from the Client, the Company shall destroy any Personal Data still kept or archived by the Company and, in any event, undertakes not to keep any copy thereof and not to use it for any reason whatsoever, except for the period during which its archiving or retention is required by the laws or regulations in force.

If the Client wishes to benefit from additional support services, these shall be invoiced to the Client in full on the basis of the rates in force on the date of termination of the Services, after acceptance of a quotation presented to the Client by the Company for this purpose.

Article 10 — Disclaimer; limitation of liability

10.1 Company's commercially reasonable efforts obligation

The Services are provided "as is". Before ordering, it is the Client's responsibility to check that the Services are suited to its needs and, in particular, to the legal and regulatory requirements to which its activities are

subject, the Company disclaiming all liability in this respect. However, the Company is subject to an obligation to use commercially reasonable efforts (obligation de moyens). In this context, the Company undertakes to exercise all the care and diligence necessary to provide a quality and secure Service, in accordance with the characteristics and terms set out in these General Terms and Conditions.

10.2 Limitation of liability

Subject to applicable legal provisions, the Company's liability under this Agreement is strictly limited to direct and foreseeable damage resulting from negligence or a contractual breach on its part.

For the purposes hereof, any series of related events or facts shall be deemed to constitute a single triggering event under this liability clause. In any event, the Company's liability, for any reason whatsoever, may not exceed the total amount of fees actually paid by the Client for the Services during the twelve (12) months preceding the event giving rise to liability. This limitation of liability constitutes an essential and determining condition of the Company's consent.

The Company shall not be liable for indirect, consequential, incidental, punitive or special damages, including, without limitation, any loss of revenue, loss of profits, loss of clientele, business interruption, loss of business opportunity, loss of use, costs of procurement of substitute technologies or services, penalties and/or damages of any kind whatsoever, as well as damage resulting from delays in the provision or performance of the Services.

No provision of this article shall exclude or limit the Company's liability in cases where such exclusion or limitation would be prohibited by law. In particular, and without limitation, liability resulting from death or personal injury caused by the negligence of the Company or its employees, agents or subcontractors, as well as liability resulting from fraud or fraudulent misrepresentation, are excluded from any limitation.

The Company shall not be liable for any loss or damage resulting from viruses, Trojan horses or any other malicious or disabling software affecting the Client's systems, where such loss or damage results from the Client's failure to implement reasonable measures to protect its systems.

This Agreement confers no right or remedy on any third party that is not a party to it, such rights and remedies being expressly excluded, unless otherwise expressly agreed in writing in advance by the Parties.

Article 11 — Force Majeure

Force majeure shall in any event include (without this list being exhaustive): malfunctions or failures of Internet, data, network, electricity and telecommunications infrastructure and facilities; large-scale cyberattacks, cybercrime, network attacks, denial-of-service attacks (DDoS or DoS); power outages; defects in goods or software whose use has been prescribed by the Client to the Company; any unforeseeable natural event such as lightning or fire; civil unrest; governmental measures; mobilization; war; terrorist acts; transport disruptions; strikes; lock-outs; disruptions of activity; stagnation or disruption of supplies; unavailability of one or more members of staff (in particular due to illness); epidemics; pandemics; import or export barriers.

The Party affected by a case of force majeure shall not be deemed to have breached its contractual obligations, nor shall it incur liability towards the other Party, for any delay in performance or non-performance of its obligations under this Agreement, to the extent that such delay or non-performance results from a case of force majeure.

The time limits for performance of the obligations concerned shall, where applicable, be automatically extended for a period equivalent to that of the case of force majeure.

However, this provision does not apply to obligations to pay sums due under the Agreement.

If the case of force majeure continues for a continuous period of more than one (1) month from its occurrence, the other Party may notify the Party affected by the case of force majeure of the termination of this Agreement.

Such notice must specify the termination date, which may not be less than seven (7) clear days after the date on which such notice is sent.

The Agreement shall terminate automatically on the termination date thus indicated, provided that the notice has been validly given.

Article 12 — Warranty

12.1 By the Company

The Company undertakes to defend the Client, by any means it deems most appropriate, including by way of settlement agreement, against any claim made against the Client for infringement of an Intellectual Property Right resulting from the use of the Services and alleged against the Company or on account of the Services it provides, and to indemnify the Client against all damages and costs claimed from it in respect of such claim or proceedings.

The Client acknowledges that the Company shall be released from the above obligation if the Client has not taken all necessary measures to limit the costs incurred and provided the Company with: (i) written notice of such claim or proceedings, or of the possibility thereof, sent without delay; (ii) full control of the defense and the power to defend or settle such claim or proceedings; and (iii) complete and relevant information and the assistance necessary to settle and/or defend against such claim or proceedings.

The Client shall have the right to retain its own counsel and to participate in the defense at its own expense, provided that the Company retains full control of the defense. In addition, the Company may, at its sole discretion and at its own expense, either: (a) allow the Client to continue to use the disputed Services; or (b) replace the disputed Services with services having the same functionality, subject to compliance with applicable legal and contractual provisions; or (c) modify the disputed Services so as to put an end to the alleged infringement; or, if (a), (b) and (c) are not economically feasible, (d) the Company shall cease to perform the disputed Services, shall pay as damages a sum equal to the amount of the price remaining due for the period during which said Services should have been performed, and shall remove the Client's access to and use of the disputed Services.

By exercising option (d) above, the Company shall have no further obligation or liability towards the Client in respect of the disputed Services. Except as set out above, the Company shall not be liable for any costs or expenses incurred without its prior written authorization.

The foregoing obligations do not apply to services, software or any elements thereof (i) not supplied by the Company, (ii) manufactured in whole or in part to the Client's specifications, (iii) modified after delivery by the Company, (iv) combined with other products, processes or materials to which the alleged infringement relates, (v) if the Client continues its actions after being informed of the infringement or of modifications that would have avoided the alleged infringement, or (vi) if the Client's use of such Services or Software does not comply with the General Terms and Conditions. The Client shall then indemnify the Company against all damages, fees and costs, including attorneys' fees, relating to any claim or action concerning the disputed Services, where the Company's warranty is excluded due to the occurrence of any of the conditions set out in (i), (ii), (iii), (iv), (v) and (vi) of the preceding sentence.

12.2 By the Client

The Client shall indemnify the Company and its Affiliates, their directors, shareholders, members, agents and employees against any fine, penalty, cost, loss, liability and expense (including attorneys' fees) that may be owed to a Third Party as a result of the Client's non-compliant use of the Services under the General Terms and Conditions.

12.3 Exclusive remedy

The provisions of Article 10 above constitute the entirety of the provisions relating to the liability and related obligations of the Company and of the Third Parties having granted it a license, and the Client's exclusive remedy for any actual or alleged infringement of an Intellectual Property Right by the Services, any Software or any element thereof.

Article 13 — Protection of Personal Data

13.1 Definitions

For the purposes hereof, capitalized terms shall have the meaning given to them below, whether used in the singular or plural:

Controller: the person who, alone or jointly with others, determines the purposes and means of the Processing.

Processor: the person who processes Personal Data on behalf of the Controller.

Processing: any operation or set of operations, whether or not performed by automated means, applied to personal data or sets of personal data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

13.2 General obligations: compliance with personal data provisions

The Parties acknowledge that they are fully aware of the obligations under the Personal Data Regulations that apply to them in their respective capacities as:

- Controller, for the Company, with regard to the Processing of Personal Data it carries out to manage its business relationship with the Client. In this context, the Company undertakes to comply with the privacy policy available at this link <https://www.assoconnect.com/infos/politique-confidentialite/> (the "Privacy Policy"). The Company is free to modify its Privacy Policy at any time, in particular to take into account any legal, regulatory, case-law and/or technical developments. The version that prevails is the one available online. The Client is expressly informed that the only authoritative version of the Privacy Policy is the one available online on the website <https://www.assoconnect.com/>, which it acknowledges and accepts without restriction, undertaking to refer to it systematically each time it uses the Services.
- Controller, for the Client, and Processor, for the Company, with regard to the collection and Processing of Personal Data relating to the technical and operational provision of the Services, in particular for the use and/or management by or on behalf of the Client of the usernames and passwords provided for in Article 3.3 of the General Terms and Conditions and of the corresponding usernames and passwords allowing Contacts to access its Internet platform.

In this context, the Client, in its capacity as Controller, undertakes to:

- manage, under its sole responsibility, the collection of Users' consent, in particular for sensitive data as defined in the Personal Data Regulations;
- comply with all provisions relating to Personal Data and ensure the lawfulness of the Processing it carries out;
- ensure, prior to and throughout the Processing, compliance with the obligations set out in the General Data Protection Regulation, in particular with regard to informing Contacts when collecting Personal Data and the procedures for such persons to exercise their rights over their personal data;
- supervise the Processing.

In general, it is expressly agreed that the Client is responsible for the accuracy, quality, integrity, lawfulness and reliability of the Personal Data and of the means by which it was acquired.

In these circumstances, the Client warrants to the Company in particular that it has updated its record of processing activities and informed the Users concerned by the processing of their data in accordance with Articles 13 and/or 14 of the General Data Protection Regulation.

The Parties acknowledge that any failure by a Client to comply with the provisions relating to Personal Data shall ipso facto cause harm to the Company insofar as it acts alongside the Client as a Processor.

13.3 Data processing agreement

In connection with its Services, the Company processes Personal Data on behalf of the Client in its capacity as Processor within the meaning of the Personal Data Regulations. The data processing agreement describing the obligations of the Parties is available here: link (<https://docs.google.com/document/d/1a3PlfSjg5gZKchdjnkjzeH7s1dvk6M6/edit>)

The Client authorizes the Company to use tools or solutions with generative artificial intelligence (AI) capabilities, such as OpenAI.

Article 14 — DSA compliance

14.1 The Company complies with the requirements of Regulation (EU) 2022/2065 on digital services (the "Digital Services Act" or "DSA").

As legal owner and beneficiary, the Company provides the Software and the Services directly to the Client, as user, which remains solely responsible for all content it uploads, shares or makes accessible through the Services. Any Content in breach of the DSA, applicable laws or this Agreement may be removed by the Company. Users whose content infringes these provisions may have their subscription suspended or terminated, at the Company's sole discretion.

14.2 The Company shall cooperate with the competent authorities in accordance with the DSA and other applicable regulations, in particular by providing the required information (including, where applicable, Personal Data) and any assistance necessary in connection with investigations relating to unlawful content or activities. The designated point of contact for this purpose is accessible via the following page: <https://www.assoconnect.com/contact/> (the "Reporting Form").

14.3 The Client or any third party aware of the existence of Content accessible through the Software or the Services that it considers unlawful may submit a report (a "Report") via the Reporting Form, which should include, as far as possible:

- (i) a clear and detailed explanation of the reasons why the Content is considered unlawful;
- (ii) the precise identification of the location of the Content (in particular the exact URL or pages concerned), as well as any additional information useful for its identification;
- (iii) the name and email address of the reporting person, except where anonymity is permitted by applicable law;
- (iv) a statement attesting, in good faith, to the accuracy and completeness of the information provided.

14.4 Upon receipt of a Report, the Company shall acknowledge receipt as soon as possible and, provided that the Report meets the above criteria, shall carry out a review consistent with its role as platform operator and its obligations under the DSA. The Company is not required to carry out an exhaustive legal analysis, but shall inform the reporting person of the outcome of the Report and, where applicable, of the measures taken, together with a statement of reasons.

14.5 In the event of disagreement with the decision rendered, the reporting person may send a new reasoned communication via the Reporting Form. The Company shall then carry out a review and notify its final decision, without prejudice to the reporting person's right to refer the matter to the competent authorities.

14.6 In order to enhance transparency and comply with the DSA, the Company may publish periodic transparency reports summarizing its content moderation activities, including in particular the number and nature of content removals and account suspensions or terminations related to unlawful content.

Article 15 — Partnerships and Third-Party content

15.1 In the course of its business, the Company may enter into agreements with Partners and, in this respect, present to Clients and Contacts offers, promotional content or links to sites or services operated by such Partners, through the Services or any other communication channel managed by the Company.

15.2 The Company acts as a technical and commercial intermediary. It is neither a party to nor a guarantor of the proper performance of any contract, offer or service proposed by a Partner. The relationship between the Client or the Contact, on the one hand, and the Partner, on the other hand, is governed exclusively by the Partner's own terms and conditions.

15.3 The Company shall not be liable for any content, products, services or other elements made available by a Partner, nor for any direct or indirect damage resulting from the use of, or inability to use, a Partner's offers or services.

15.4 Communications sent to Contacts in connection with operations with Partners are subject to the provisions of Article 16.5 of these General Terms and Conditions and to the Personal Data Regulations. The terms of data collection and processing in this context are detailed in the Privacy Policy.

Article 16 — General provisions

16.1 Notices

Any notice to be given or transmitted hereunder or by law must be in writing and must be: (i) delivered by hand, (ii) sent by certified mail, return receipt requested, or (iii) sent by email with a request for acknowledgement of receipt. Any change of address of the Client or the Company must be notified in accordance with this Article. Notices shall be deemed to have been received at the time of hand delivery, or three (3) business days after being posted or sent by email as set out above.

16.2 Representations

The Client represents and warrants (i) that it is a duly incorporated legal entity, validly existing and in compliance with the laws of the country in which it is domiciled, (ii) that the signatory of the Agreement has the power to bind it towards the Company under the terms of these General Terms and Conditions, (iii) that it carries on an activity that is lawful under French regulations, (iv) that the information it has provided in connection with its subscription to the Services is accurate, complete and up to date, and (v) that the General Terms and Conditions, the Privacy Policy, the AssoConnect Charter and, more generally, all the documents of the Agreement shall be binding and enforceable against it in accordance with their provisions.

In the event of breach of the above representations, the Company reserves the right to suspend access to the Services or to terminate all or part of the current subscription without notice, the breach of any of these representations being considered Just Cause for the benefit of the Company. The Client undertakes to provide the Company, upon the Company's first request, with any document justifying the information provided by the Client in connection with its subscription.

16.3 Non-solicitation of personnel

The Client acknowledges that the Company's business depends on its ability to manage its activities and projects with qualified personnel and to make proper use of its personnel and subcontractors. The Client shall refrain, directly or indirectly, on its own behalf or on behalf of any other natural or legal person, whether as principal, agent, employee, shareholder, partner, officer, director, owner or otherwise, from soliciting, participating in the solicitation of, or inducing employees or subcontractors of the Company to terminate their contractual relationship with the Company, for the period during which such employee or subcontractor works with the Client and for a period of one (1) year after such employee or subcontractor has ceased to perform services for the Client.

16.4 Assignment

No contractual right may be assigned or transferred in any manner whatsoever by the Client, in whole or in part, voluntarily or otherwise, except in connection with a transfer of assets, a merger or any other transaction having similar effects, and provided that the transaction has been notified in advance to the Company for authorization at least 30 days before its completion date and that the transaction does not result in any breach of the terms of the Agreement. The Company may refuse the transfer if (i) the Client is not up to date with all its obligations under the Agreement, or (ii) it considers that the transfer may result in a serious risk of harm to the principles of the Charter or, more generally, to its contractual rights. Subject to the foregoing, the General Terms and Conditions shall be binding on the Client and its successors and assigns. The Client authorizes the Company in advance to assign or transfer these contractual rights to any person of its choice, subject to informing the Client in advance in accordance with Article 1216 of the French Civil Code.

16.5 Communications between the Company and Contacts

The Client authorizes the Company to contact Contacts for the purposes of (i) improving the Services or bringing them into compliance and (ii) presenting offers or content from Partners, subject in each case to compliance with the Personal Data Regulations and Article 13 of these General Terms and Conditions. To this end, the Client undertakes to obtain the consent of Contacts prior to their registration in the database established through the Services.

16.6 Dispute resolution – Jurisdiction and governing law

These General Terms and Conditions are governed by French law. Any claim concerning the Services must be sent to the Company's customer service via: assoconnect.com/contact. Failing amicable settlement, and to the fullest extent permitted by law, all disputes or claims relating to the interpretation, performance or

validity of these General Terms and Conditions or to the use of the Services shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Paris Court of Appeal, notwithstanding multiple defendants or third-party claims.

16.7 Independence

The relationship between the Company and the Client is that of independent contractors, and nothing herein shall be construed as transferring control of the other's activities, or as conferring on either party the status of partner, member of a joint venture, co-owner or participant in a joint or common enterprise.

16.8 Publicity

The Client hereby grants the Company the right to mention its name and its products or services in its client lists, on its website, in a client profile and in future press releases.

16.9 Agreement on evidence

In accordance with Article 1367 of the French Civil Code, by ticking the box by which the Client accepts the General Terms and Conditions, the Client acknowledges that its acceptance constitutes an electronic signature vis-à-vis the Company which has, between the parties, the same value as a handwritten signature.

More generally, the Client acknowledges that any document that has been the subject of this procedure constitutes written evidence, as does, including outside such procedure, any email exchanged between the Company and the Client, so that any correspondence or agreement produces legal effects for the transaction concerned in the same way as those bearing a handwritten signature.

Unless proven otherwise and recognized as valid by a court, any email exchanged between the Company and the Client is enforceable not only between them but also against any third-party beneficiary, with the same probative value as a written document on paper.

16.10 Miscellaneous

The Client acknowledges having read the General Terms and Conditions, having understood their terms, and agrees to be bound by them. The General Terms and Conditions prevail over the Client's general terms and conditions. No employee, agent, representative or Affiliate of the Company has the power to bind the Company by oral representations or warranties concerning the Software or the Services. Written representations or warranties not expressly set out in the General Terms and Conditions shall not be binding on the Company.

This document constitutes an English-language rendering of the governing General Terms and Conditions. This translation is furnished solely for convenience of reference and shall not be construed as a binding instrument. The authoritative version of these Terms is accessible here: <https://www.assoconnect.com/cguv/>. In the event of any conflict between this translation and the original, the latter shall control in all respects.