Terms and conditions
Online subscriptions on cloud.apizee.com

October
2017

SERVICES AGREEMENT – APIZEE – TERMS AND CONDITIONS

General information: These terms and conditions are applicable between the company Apizee (below mentioned "Apizee"), domiciled at 11 rue Blaise Pascal 22300 Lannion - RCS 790 503 973, and the user (below mentioned "User") and are intended to define the conditions of use of the services of the Apizee SaaS offer (hereinafter collectively referred to as the "Service") chosen by the User with whom the applicable special conditions have been agreed. All general conditions and special conditions will be hereinafter referred to as the Agreement.

The User acknowledges having had demonstration of the functionalities offered by the Service and declares that these functionalities meet his needs. The User also acknowledges having been informed of all the necessary technical characteristics of the Service and declares that it is suitable for his information systems.

Article 1 — The Service
The purpose of this Agreement is to define the conditions under which Apizee grants to the User, who accepts it, the non-exclusive and non-transferable right to use the Service. The service is made available to the user through a subscription to the service, also called a service subscription.

Article 2 — Apizee rights granted to the User
During the term of the Contract, Apizee agrees to provide the User with the following services which together constitute the Service:
*   A license to use the software and features listed in the Commercial Proposal («Software»)
*   An Internet access to the Software configured according to User needs
*   Availability of the Services 24/24 and 7/7, subject to 10 periods of 12 hours per year of downtime for maintenance of hardware and / or software.
*   Daily Backup of the User's data on the Service, noting that this data will be kept for a period of six months after which they will be destroyed.
*   The provision of maintenance and functional assistance services (hotline) as defined in Articles 3 and 4 below. These services are under the sole responsibility of Apizee and governed by the special conditions.

Article 3 — Maintenance services
During the term hereof, Apizee undertakes to perform corrective maintenance of the Services and to correct within a maximum timeframe of 96 business hours any defect that would prevent the User from the full implementation and/or use of instance.

Article 4 —Functional support (hotline), implementation and training services
Apizee also agrees to provide the two persons designated by the User with appropriate training on the use and implementation of the Services and with functional and telephone technical support by email or through an online workspace every working day from 9:00 to 12:00 and from 14:00 to 17:00.
Functional support means, assistance to remedy the dysfunctions of the Services and inform the user about the features of the Software and the Services in general. It is expressly agreed between the parties that the tasks of the current Administration Software (creating new users, in particular) do not fall within the functional assistance provided herein but shall be exclusively done by the User after receiving the proper training to that purpose.
Apizee undertakes to provide the User with services to set up the Service and provide training services for the use of the Service. The conditions, particularly financial, of these benefits will be determined in the special conditions. Each training session will include a maximum of 5 people in addition to the trainer.

Article 5 — New Software versions
All new versions of the Software will be posted as they become available. It is expressly agreed that only new updated versions will be accessible by the User.

Article 6 — Term and termination
6.1 Agreement term
L'utilisateur peut choisir un abonnement mensuel ou un abonnement prépayé pour une durée d'un an. Le Contrat est conclu pour une durée de 1 mois ou de 12 mois à compter de la date de paiement en ligne de l'abonnement.
The user can choose a **monthly subscription** or a prepaid subscription for a duration of one year. The Agreement is concluded for a period of 1 month or 12 months from the date of the online payment of the subscription.
In the case of a monthly subscription, the renewal is tacit and automatic. The customer can cancel the automatic renewal at any time from his administration interface.
In the case of a **prepaid annual subscription**, it must be renewed manually before the expiry date of the previous subscription.
The use of the solution is maintained until the expiry of the period paid.

6.2 Termination
À tout moment, l'Utilisateur peut annuler son abonnement. Il bénéficie cependant du service pour la durée déjà payée (jusqu'à la fin du mois ou de l'année selon le type d'abonnement choisi). Le service étant toujours actif, l'Utilisateur ne sera pas remboursé de la période restante. Par contre, s'il souhaite résilier complètement l'abonnement, il peut contacter à tout moment le service commercial Apizee.

6.3 Effects of the subscription termination
Upon expiry or termination of the Agreement, for whatever reason, the access to Apizee Instance will be terminated. Apizee will remove or make remove all data from the Instance 30 days following termination of the Agreement.

Article 7 — Financial counterparts
7.1 Subscription prices and payment method

7.1.1 Subscription price
Le montant de l'échéance d'un abonnement mensuel, annuel ou, le cas échéant, son mode de calcul sont disponibles dans la rubrique tarifs du site www.apizee.com. The pricing of a monthly or annual subscription and the method of calculation are available in the pricing section on www.apizee.com

7.1.2 Payment and billing methods
The customer agrees to pay in advance via an online payment (through the company Stripe). Apizee agrees to send the corresponding invoice within one month upon request.

7.2 Applicable taxes
All amounts and payments due under the Agreement are exclusive of taxes. As a result, the amounts payable under the Agreement will be increased by the VAT at the current rate on the date of payment and / or any other applicable tax. This depends on the country of residence of the customer.

7.3 Terms of payment
Subscriptions will be paid online before any use of the solution.

7.4 Modification of subscription
The User can never reduce by himself his current subscription. Only the increase in the number of users to the subscribed offer will be possible, as well as the evolution of the subscription to a superior offer subject to the condition that the same number of users are kept to a minimum. In both cases, the start date of the subscription is reset to the day the change occurred and becomes the new anniversary date. The price to be honored is calculated based on the number of users added, the evolution of the offer itself, and the remainder of the previous subscription determined prorata temporis.
In the case of a specific need not dealt with above, the User must contact the Apizee sales department to adapt its offer.

Article 8 — References
By express agreement between the parties, Apizee may mention the name of the User on a list of references.

Article 9 — Warranty
Apizee warrants to the User that he has all the rights concerning the Software necessary to grant him a license.
The User declares and guarantees that he will have at any time compatible browsers allowing the proper functioning of the Service. The User declares and agrees that he will always have at least one employee who has completed software administrator training, and he acknowledges and accepts that this condition is essential to the proper execution of the Agreement and to the implementation of the functional assistance.

Article 10 — Responsibility
The proven liability of Apizee is expressly limited to the repair of direct material damages, excluding any immaterial and / or indirect damage, such as, without limitation, loss of opportunity, loss of turnover, commercial prejudice, moral damage, etc., in all cases where the law permits such a limitation.
In any case, in all cases where the law allows such a limitation, the overall liability of Apizee in the context of the execution hereof is expressly limited to 3 times the amount of the annual fee stipulated in Article 7.1 .2 above.

Article 11— CNIL Declaration
The collection and processing of personal data when using the solutions proposed by Apizee are the subject of a declaration to the CNIL (National Commission for Data Protection and Liberties) under n ° 1741258 and 1741292.

Article 12 — Personal data collection
According to the Data Protection Act of 6 January 1978, personal data is any means of directly or indirectly identifying a natural person.
In the context of the exploitation of the products it proposes, Apizee may collect data necessary for the proper functioning of the Service and the execution of the contract. It may be required to collect, store or even use the following data: the IP address, the visitor's number of the user's website, the statistics on the pages viewed, the conversation history, the browsing history, physical coordinates (city for example), and any other information provided by the user (name, email address, profession) or resulting in a possible identification.
In addition, during the eventual collection of personal data, the customer will of course ensure that the consent of the end user or users of the Service is obtained beforehand.

Article 13 — Protection of User Data
Apizee undertakes to apply the administrative, physical, and appropriate technical measures to protect the security, confidentiality and integrity of user's data, and to enter into a data processing agreement with the User, whereby the User's obligations as data controller of his customers and Apizee's obligations as processor thereof will be duly addressed.
Apizee refrains (a) modify the User's data, (b) disclose the User's data unless Apizee is legally required or if Apizee is expressly authorized by the User, or (c) except to access user data to provide the service or prevent or resolve technical problems or service or the user's request for customer support issues.

Article 14 — User rights
In accordance with the Data Protection Act of January 6, 1978 amended in 2004, all users of the Service but also the end user have a right of access, rectification and opposition for legitimate reasons to the processing of data. personal character which concerns them. These rights may be exercised by simple request by letter to the

address: Apizee, 11 Blaise Pascal Street, 22300 Lannion or by email to info@apizee.com.
In addition, as mentioned in Article 2, Apizee undertakes that the data of users relating to the Instance will be kept for a period not exceeding six months at the end of this period they will be destroyed.

Article 15 — Use of cookies by the end user
Apizee use cookies and other storage devices for the operation of its applications and software. In the case of Apizee, the use of cookies or storage devices makes it easier to navigate between web pages, to establish a history of previous visits, and to recognize the end user on future visits. As a result, they greatly facilitate navigation and service to the user.
Thus, if the end user withdraws his consent on the use of cookies by setting his browser, it cannot be recognized during his next visit to the site of the co-contracting company and information about him cannot be found.
It is the customer's responsibility to prevent the use of cookies and to ask for his prior consent.

Article 16 — Applicable Law / Jurisdiction / Others
This agreement is governed by French law. Any dispute which may result from its validity, its interpretation, its execution and / or its termination, shall be referred to the competent courts of jurisdiction of the Commercial Court of Saint-Brieuc (FRANCE), in all cases where the law allows. The terms and conditions supersede the terms contained in all documents from the user.
La présente convention est régie par le droit français. Tout litige susceptible de résulter de sa validité, de son interprétation, de son exécution et/ou de sa cessation, sera soumis aux juridictions compétentes du ressort du Tribunal de Commerce de Saint-Brieuc, dans tous les cas où la loi le permet.
The fact for Apizee to derogate from these conditions, can not be interpreted as a waiver to do so later. In case of contradiction between the present general conditions and the particular conditions, the latter will prevail for the stipulations concerned.