



Terms of Service

ARTICLE 1: USER AGREEMENT

The purpose of this user agreement (afterward «**Agreement** ») is to specify the responsibilities of CLUST TECHNOLOGIES S.A.S, a limited liability company, registered in the Paris Trade and Companies Register under number 844 644 807, headquartered at 101 RUE DE SEVRES, 75006 PARIS, France (afterward «**CLUSTDOC**») as a service provider and your obligations as a user (« **User**», « **CLIENT**» or « **CUSTOMER** »).

CLUSTDOC's contact details are +33 9 70 46 54 56 and contact@clustdoc.com.

These Terms of Service set out the general principles of use of the software, website, and mobile application or API (defined in article 13.2) (afterward «**Site**» or « **Services**») and the services purchased or accessible through the Site. The Services are described in Article 13 of the Contract.

Users are all persons authorized by the CUSTOMER to connect to the Services under the Agreement, whether they are employees, service providers, or customers of the CUSTOMER. They must be over 18 years of age.

The CUSTOMER acknowledges that he/she is using the Services as part of his/her professional activity and is acting as such.

When you use the Site or purchase the Services offered by CLUSTDOC, you acknowledge that you have read, understood, recognized, and expressly accepted the Agreement and the confidentiality policy without reservation by ticking the non-prechecked box for this purpose.

Unless otherwise agreed in writing by CLUSTDOC, any subscription to our Services implies the CUSTOMER's acceptance of the Agreement, which may not be unilaterally modified by stipulations on the CUSTOMER's purchase orders or general terms and conditions of purchase or any other document.

We will attempt to use plain language in this Agreement to make it easier to understand.

CLUSTDOC and the CUSTOMER are referred to individually as the «**Party**» and jointly as the «**Parties**».

The Parties acknowledge that the initiative and the course of the negotiations preceding the acceptance of the present Agreement meet the requirements of good faith. They acknowledge that, during the pre-contractual negotiation phase, they received all the necessary and useful information to enable them to commit with full knowledge of the facts.



Each Party declares that it has informed the other Party of any information brought to its knowledge whose importance is decisive for the consent of the other Party.

CLUSTDOC evolves in response to feedback from our CUSTOMERS; we therefore reserve the right to change or modify the Agreement, and any policies incorporated therein, at any time, and such changes or modifications are effective upon two (2) months' notice thereof by email.

If you do not object to these changes within this period, your use of the Site or Services after an update constitutes your acceptance of the new Agreement version. In the absence of consent to the new Agreement, the Agreement existing between us when we entered into the relationship will continue to apply until its expiry.

The new version of the Agreement will apply in the event of renewal.

It is therefore very important that you keep your account (afterward « **Account**») information up to date. CLUSTDOC will not be liable if you do not receive email notification due to an incorrect email address.

If you are using our Services on behalf of an organization or entity (afterward «**Organization** »), you accept these present agreements on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these present Agreements. In this case, the terms «you» and «your» refer to you and that Organization.

If, after your electronic acceptance of the Agreement, CLUSTDOC finds that you do not have the right to legally bind that Organization, you will be personally liable for the obligations contained in the Agreement, including but not limited to payment obligations.

ARTICLE 2: SERVICES

CLUSTDOC provides a range of digital products and services that enable Users to simplify their customer and administrative onboarding processes through the use of online portals, among other things.

CLUSTDOC also provides application programming interfaces (APIs) that allow Users to create onboarding processes integrated with their websites, software, or other user properties (afterward «**User Properties**»).

«**Services**» means, collectively, the computer applications, interfaces, software, programs, products, services, and websites provided or made available by CLUSTDOC and its affiliates, which you may use to, among other things, request, collect, upload, store and share content as part of a customer or administrative process.

ARTICLE 3: USE OF THE SERVICES

3.1 LIMITED LICENSE

Subject to acceptance of the Agreement, CLUSTDOC grants you a limited, non-exclusive, and non-transferable license to use the Services for commercial purposes for the duration of the Agreement.

The CUSTOMER is responsible for the proper use of the Services by the Users.

The CUSTOMER may not transfer in any way whatsoever the right of access to the Services without the prior written consent of CLUSTDOC.

The CUSTOMER undertakes to use the Services provided by CLUSTDOC only in compliance with the laws and regulations in force, and the Contract.

In this respect, the CUSTOMER acknowledges that it is strictly forbidden for the CUSTOMER and its Users to:

- Illegally reproduce, distribute, copy, or use any information, software, or content protected by intellectual property rights belonging to CLUSTDOC or third parties;
- Introduce or attempt to introduce any malicious code, virus, Trojan horse or other harmful program into the Services;
- Engage in any activity that is unlawful, fraudulent or that would violate the rights of CLUSTDOC or any third party, or that would violate applicable local, national or international laws, including but not limited to laws relating to data protection, intellectual property, and cybersecurity;
- Use the services in countries or jurisdictions where their use would be prohibited or restricted by law.

The CUSTOMER is obliged to inform its end Users of these prohibitions and to take the necessary measures to prevent any violation.



In the event of non-compliance with this clause, CLUSTDOC reserves the right to suspend or terminate access to the Services without notice, and to claim compensation for any damages suffered under article 6.3 of the Contract.

The CUSTOMER is authorized to allow a third party to access the Services under the same conditions as the Users, in order to carry out services on its own behalf, for example as part of an outsourcing project, or any other circumstance agreed between the Parties.

In this case, the CUSTOMER guarantees that the third party respects all of CLUSTDOC's rights to the Services.

3.2 ACCESS RIGHTS & OBLIGATIONS OF USERS AND THE CUSTOMER

The Services are accessible by the CUSTOMER in accordance with article 3.4 of the Agreement.

In the event of a security breach identified by CLUSTDOC, CLUSTDOC may, without prior notice, temporarily interrupt the Services to remedy the breach as soon as possible.

In order to access and/or use the Services, Users may be required to provide specific identification, contact, and other information as part of the registration process and/or ongoing use of the Services, and are responsible for maintaining the accuracy and completeness of such information.

You represent and warrant to CLUSTDOC that all information you submit when creating your Account is accurate, current, and complete and that you will maintain such information as is. You are responsible for the accuracy and completeness of such information.

Following Article 6.3 of the Agreement, if CLUSTDOC has reason to believe that the information in your account is false, inaccurate, outdated, or incomplete, CLUSTDOC reserves the right, at its sole and absolute discretion, to suspend or terminate your account, subject to prior notice to the CUSTOMER of such suspicion, remained without correction effect for fifteen (15) days. Your account information will be governed by CLUSTDOC's privacy policy (currently available [here](#)).

Within forty-eight (48) hours of acceptance of the Agreement, CLUSTDOC will email the designated CUSTOMER his or her login and associated password (afterward «**Account ID**») so that he or she can subsequently create User accounts.



You must ensure that any account IDs and other access credentials (such as API tokens) for the CLUSTDOC service are kept strictly confidential and are not shared with any unauthorized person. If a User ceases to work for you, you should promptly terminate access to that person's account and any CLUSTDOC service.

You agree to notify us immediately of any unauthorized use of your account ID, your account, or any other breach of security. For security reasons, CLUSTDOC recommends that you change your password at least once every six (6) months for each account or activate the two-factor authentication provided with the Service.

CLUSTDOC will not be liable for any losses incurred as a result of unauthorized use of your Account or as a result of your failure to provide us with accurate information or to keep your Account ID secure.

Transfer of data abroad

If you visit our site from a country other than where our servers are located, communications with our systems may involve the transfer of information (including your account information) across borders. By visiting our Site and initiating such communications electronically, you consent to such transfers.

3.3 FREE AND BETA ACCOUNTS

We may allow (or invite) certain Users to open accounts for the use of certain Services free of charge and without the need to execute a contract (collectively, «**Free Trial Accounts**», «**Demo Accounts** », «**Beta**»).

Free Trial Accounts may include the use of the Services for a limited period (Free Trials) or for companies or groups of a limited size, at CLUSTDOC's sole discretion.

If you open a Free Trial Account or participate in a Beta version, use of all Services by you and any User you invite to join your workspace is governed by the present Agreement.

The User agrees that any Free Trial Account or Beta is provided «as is» and «as available» without any warranty, support, maintenance, storage, service level agreement, or other obligation.

The User further acknowledges and agrees that Free Trial or Beta Accounts may not be complete or fully functional and may contain bugs, errors, omissions, and other problems for which CLUSTDOC is not responsible.



Therefore, any use of Free Trial Accounts in the course of your actual business is at the sole risk of the CUSTOMER.

You acknowledge and agree to share your feedback regarding your experience using our Trial Services or participating in a Beta version in any form reasonably requested by us.

You acknowledge and agree that we may use your feedback for any purpose, including product development. Any intellectual property inherent in your feedback or arising from your use of the testing Services is the exclusive property of CLUSTDOC.

CLUSTDOC reserves the right to modify, change, or discontinue any aspect of the Trial Services or the Beta at any time.

3.4 PROVISION OF SERVICES

We reserve the right to place limits on storage space, the number of Users from whom you may collect or share content, the number of Users permitted per account and also on the nature of content that may be uploaded or posted, and other limitations at any time. These limitations will be specified as part of the subscription to the Services.

This information is available at all times from the CUSTOMER's administrator space and will be the subject of alerts sent by e-mail to the account manager as soon as they have reached 80%.

CLUSTDOC may engage certain affiliates, subcontractors, or other third parties designated below to provide all or part of the Services to you, and you acknowledge and agree that such third-party involvement is acceptable.

In addition, you acknowledge that by using the Services to send a message, request, or transmit other content, you will cause communications to be sent over computer networks owned by CLUSTDOC and third parties located throughout Europe and in other regions.

In enhancing the Services provided to our users, CLUSTDOC may make the necessary changes to your content to conform and adapt it to the technical requirements of connecting networks, devices, services, or media.

We reserve the right, at any time and at our sole discretion, to suspend the Services or any part thereof (including Software), justified by breach of the Agreement by the CUSTOMER, force majeure, or interruptions related to the inability of the CUSTOMER to use the Services under the Agreement and Documentation (as defined in Article 7).



CLUSTDOC may, at any time, modify the Services, or change how the Services are provided, if this does not cause any inconvenience to the CUSTOMER, or if this modification improves the Services.

Under an obligation of means, CLUSTDOC will endeavor to ensure that these operations are as short and as rare as possible: whenever possible, outside normal working hours.

CLUSTDOC undertakes to inform you of maintenance operations, including the foreseeable duration of the period of unavailability likely to result, 15 days in advance, directly via the User interface and by e-mail.

CLUSTDOC endeavors to ensure that the SaaS Service is accessible 24 hours a day, 7 days a week, with an average availability rate of 99.5%, subject to (i) security updates and batch processing, (ii) technical maintenance of the infrastructure, (iii) restoration of the backup or (iv) cases of force majeure.

Severity of incident	Maximum time for resolution OR bypass (from takeover or expiry of maximum takeover time)	Maximum resolution time for final solution in production environment (from takeover or expiry of maximum takeover time)
Blocking Incident: Services unusable or main functionalities so degraded that the expected result of the Services cannot be achieved.	8 business hours	5 business days

<p>Major Incident:</p> <p>Usable services with a significant deterioration in the use of functionalities and/or the achievable result</p>	2 business days	10 business days
<p>Minor incident:</p> <p>Alteration to the normal operation of Services with little impact on the achievable result.</p>	5 business days	14 business days

3.5 CODE OF CONDUCT

You acknowledge and agree that all information, data, documents, text, photographs, images, files, software, sounds, recordings, graphics, videos, messages, tags, and other materials in any form or technical structure transmitted or privately stored using the Services (« **Content**») are the **sole responsibility of the person(s) originating such Content and introducing such Content into the Services.**

You agree that your use of the Site and Services, including any Content you submit, must comply with the Agreement and all applicable local, national, and international laws, rules, and regulations.

You agree that you are responsible for your own conduct and any conduct involving the use of your Account, and for all Content that is created (for example, application templates, client invitations, messages, forms, electronic contracts, etc.) by anyone using your Account ID with the Services and for any consequences thereof.

The CLIENT acknowledges that the Services are provided in the form of «Software as a Service» (SaaS), and that it is therefore responsible for having the necessary equipment to access them. You are responsible for configuring your hardware and security settings, in particular, to protect your system against the appearance of viruses on these devices. CLUSTDOC is in no way responsible for any unauthorized access, modification, deletion, destruction, deterioration, loss, or inability to store any of the CLIENT's equipment concerning the API. Each Party must immediately notify the other Party of any suspicion of unauthorized access by a third party to equipment linked to the API.



The Site and the Services may contain links to third-party websites that are not owned or controlled by CLUSTDOC. You understand and agree that CLUSTDOC assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites.

In addition, CLUSTDOC does not censor or edit the content of any third-party website. By using this Site or the Services offered on it, you expressly release CLUSTDOC from any liability arising from your use of a third-party website. Accordingly, CLUSTDOC encourages you to be aware when you leave the Site or the Services and to read the terms and conditions, privacy policies, and other documents of every other website you may visit.

3.7 OBLIGATIONS OF USERS

You agree to:

- i. To **maintain a legally adequate privacy policy on your website or properties**, and to provide all required information to your Recipients (as defined below).

«**Recipients**» are non-subscribing users. These may include your customers, candidates, suppliers, speakers, patients, vendors, borrowers, guarantors, or any other stakeholder to whom a User commits by using our Services.

- ii. **Inform your Recipients of their rights by adding your Privacy Policy URL to your account;**
- iii. To obtain all rights and consents necessary to permit the collection, uploading, use, sharing, and disclosure of data or other information (including any Personal Information) in the manner contemplated by the Agreement;
- iv. Not to take any action that would cause CLUSTDOC, the Services, or the APIs to be subject to any third-party terms (including any open source license terms);
- v. Not to use this Site or the Services in any way that: is illegal, or promotes or encourages illegal activity; infringes the intellectual property rights of another user or any other person or entity; violates the privacy or publicity rights of another user or any other person or entity, or violates any duty of confidentiality you owe to another user or any other person or entity.

You undertake to make Confidential Information (as defined in Article 7) accessible only to those members of your staff who need to perform the Services, to inform such persons of the confidential nature of the information before it is disclosed to them, and to ensure that such persons comply with this obligation of confidentiality and, in this respect, to take all necessary steps to ensure the physical security and integrity of the Confidential Information.

ARTICLE 4: RESPONSIBILITY AND CUSTOMER REVIEWS

4.1 USER DATA

You retain all rights, titles, and interests (including intellectual property rights) in and to the content you create via the CLUSTDOC service (excluding any intellectual property of CLUSTDOC) (afterward «**User Data**»). This User Data does not include personal data.

You hereby grant us a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify, and create derivative works from the User Data only to the extent necessary to provide the Services or under the Agreement.

You expressly authorize CLUSTDOC to process your data (including confidential information contained therein) as described in the Contract and in the Privacy Policy of CLUSTDOC (currently available here), and under the data subcontractor agreement, to collect and process files with third parties according to your instructions and through the use of the Services.

In addition, CLUSTDOC collects and analyses data relating to the use of the Services by the CUSTOMER, such as the number of connections, the browsing paths of End Users, and the most frequently used features (afterward «**Usage Data**»). This Usage Data is essential for CLUSTDOC to improve the performance and quality of the Services.

4.2 INTELLECTUAL PROPERTY

The Services including the API and the Site are the exclusive intellectual property of CLUSTDOC.

You acknowledge that you obtain only a limited right to use the Services and that, regardless of any use of the words «purchase», «sale» or similar terms, no ownership rights are transferred to you (or your Users and Recipients) under the Agreement.

You agree that CLUSTDOC (and its suppliers) retain all rights, title, and interest (including all intellectual property rights) in and to the Services and the Site, and all related or underlying documentation, technology, code, know-how, logos, designs, or other materials provided in connection with the support of other services, as well as any updates, modifications or derivative works of any of the foregoing (all of which are CLUSTDOC's confidential information).

Subject to local regulations, you acknowledge and agree that you have no right to obtain a copy of the software that supports the Services and further agree that



CLUSTDOC retains all rights to make updates, bug fixes, modifications or improvements to the Service from time to time.

You agree not to circumvent, disable, or otherwise interfere with security features of the Site or the Services (including, without limitation, features that prevent or restrict the use or copying of any CLUSTDOC Content) or enforce any limitations on the use of the Site or the Services.

The development of features made on behalf of a CUSTOMER and at his request remains the property of CLUSTDOC.

4.3 CUSTOMER FEEDBACK

If you wish to provide CLUSTDOC with suggestions, comments, improvements, information, ideas, or other feedback or related materials (collectively, «Feedback»), you hereby grant us a worldwide, perpetual, non-revocable, sub-licensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit your Feedback in any form and manner whatsoever, without any obligation, payment or restriction based on intellectual property or other rights.

Nothing in these terms limits our right to use, develop, evaluate, or market products independently, whether incorporating Feedback or otherwise.

The CUSTOMER expressly authorizes CLUSTDOC to use its name, logo, and any other reference relating to its identity for promotional and commercial communication purposes. This includes, but is not limited to, mentioning the CUSTOMER as a user of the Services on the CLUSTDOC website, in case studies, press releases, sales presentations, and any other marketing or advertising material.

ARTICLE 5: TERMS OF PAYMENT

5.1 SUBSCRIPTIONS

The prices, which are displayed exclusive of tax, and the functionalities and options of the Services depend on the subscription formula you choose (including usage or overage fees and the number of Users).

The CUSTOMER acknowledges that CLUSTDOC reserves the right to change all or part of the price components of the Services during the contractual relationship, in particular, due to changes in functionality.

In this case, the new pricing policy will be notified to the CUSTOMER by any means and will apply to Services provided from the renewal of the Contract. If the CUSTOMER does not accept the new prices for the Services, he/she is free not to renew the Contract under the conditions set out in Article 6 below.

5.2 RECURRING CHARGES

By subscribing to a CLUSTDOC subscription, you authorize us to charge your payment method regularly (for example, monthly, quarterly, or annually depending on your subscription).

You expressly authorize CLUSTDOC to debit your payment method (such as a credit card or SEPA direct debit bank account) for the applicable subscription fees, any usage or overage charges, and any applicable taxes and fees.

This authorization is valid until the end of the subscription term and any applicable renewal period, or until you cancel all of your subscriptions.

In addition, CLUSTDOC may participate in «recurring billing programs» or «account update services» supported by your credit card provider (and also dependent on your bank's participation).

If you have subscribed to such a service which automatically renews your payment details and we are unable to successfully charge your existing payment method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiry date, or it may automatically charge your new credit card on our behalf without notifying us.

5.3 TAXES

CLUSTDOC's fees are exclusive of taxes, and you must pay all sales, use, VAT, or similar taxes or levies, whether domestic or foreign, other than taxes based on CLUSTDOC's revenues.

You will not deduct applicable taxes from payments to CLUSTDOC, except as the law requires.

If such deduction is required by law, we will increase the amount payable if necessary so that after making all required deductions and withholdings, we receive and retain (free of such liabilities) an amount equal to the price of our subscriptions.

5.4 REFUND POLICY

Unless expressly stated otherwise in the Contract, all fees and payments are non-refundable.

5.5 LATE PAYMENT AND PAYMENT INCIDENTS

The CUSTOMER is informed and expressly accepts that any delay in payment of all or part of a sum due on its due date will automatically, without prior formal notice, result in the invoicing to CLUSTDOC of late payment interest at the rate of three (3) times the legal interest rate, based on the amount of all sums due by the CUSTOMER and a flat-rate indemnity of forty (40) euros for collection costs.

ARTICLE 6: COMMITMENT AND TERMINATION

6.1 PERIOD OF COMMITMENT

These conditions are applicable until all subscriptions to the Services have expired or are terminated at the request of the CUSTOMER or CLUSTDOC.

In the event of expiry or termination of all or part of the Contract, CLUSTDOC undertakes to ensure the operations that will allow the CUSTOMER to take over, or have taken over by a third party, the Services in the best conditions to migrate to another system.

CLUSTDOC undertakes to return its data to the CUSTOMER in a standard and usable format within ten (10) working days after the end of the Contract.

6.2 SUBSCRIPTION TERM AND RENEWAL

You agree to pay all fees applicable to your package or the Services subscribed to for the entire duration of the subscription.

You may not cancel or terminate a subscription period, except as permitted in section 6.4 (Termination for cause).

If no subscription start date is specified on your order form, the subscription begins when you first obtain access to the Services.



Each subscription period will be automatically renewed for successive additional periods equal to the initial subscription (for example, if you have an annual subscription, the subscription will be renewed for an additional period of 12 months, each year - if you have a monthly plan, the subscription will be renewed for an additional period of one month, each month, unless:

- the order form states otherwise; or
- either Party gives written notice of its intention not to renew at least three (3) months before the end of the current subscription period. Prices for any renewal of the subscription period, new order form, or change of order form will be at CLUSTDOC's current rates.

6.3 SUSPENSION OF SERVICES

CLUSTDOC may suspend or terminate your access to the Services if:

- i. Your account is in arrears despite two (2) unanswered email reminders;
or
- ii. You have asked us to delete your account;
- iii. You have failed to make payment of any fees or other amounts due to CLUSTDOC or any other party in connection with your use of the Services;
- iv. This request is made by law enforcement or other government agencies;

CLUSTDOC may also suspend your access to CLUSTDOC services or delete your data if we deem it necessary when:

- i. You have breached any part of the Agreement and have previously received an unanswered formal notice, or
- ii. The suspension is necessary to prevent harm or liability to other customers or third parties or to preserve the security, stability, availability, or integrity of the CLUSTDOC service.

CLUSTDOC is not responsible for any actions taken in connection with the foregoing. For the avoidance of doubt, you will remain responsible for payment of the Charges during any period of suspension under this Section 6.3.

However, unless the Agreement has been terminated, we will cooperate with you to promptly restore access to the Services once we have verified that you have resolved the situation that led to the suspension.

6.4 TERMINATION

Either Party may terminate the Agreement, including any related Order Form, if the other Party:

- i. Fails to remedy a material breach of the Agreement (including a failure to pay undisputed Charges) within thirty (30) days of written notice detailing the breach;
- ii. Ceases to operate without a successor; or
- iii. If permitted by applicable law, files for protection in any bankruptcy, receivership, deed of trust, composition, or comparable proceeding, or if any such proceeding is commenced against such party (and is not dismissed within sixty (60) days thereafter).

In the event of a proven fault recognized by CLUSTDOC as the cause of termination, the CUSTOMER will be entitled to a pro-rata refund of all prepaid fees for subscription periods not started and will be released from any other future payment obligations.

6.5 ACCOUNT CLOSURE

To close your account, you are invited to send us an e-mail to contact@clustdoc.com with the subject «cancellation» and the reason for cancellation in the body of the e-mail.

ARTICLE 7: CONFIDENTIAL INFORMATION

7.1 CONFIDENTIAL INFORMATION

«Confidential Information» means

- i. For CLUSTDOC, CLUSTDOC's services and Documentation;
- ii. To you, your data;
Any other information of a Party that is disclosed in writing or orally, whether or not designated as confidential; and
- iii. The specific terms of the Agreement, and any modifications and attachments thereto, between the Parties.

7.2 DUTY OF CONFIDENTIALITY

Each Party agrees to:

- i. keep confidential and not disclose to third parties the Confidential Information of the other Party, except as permitted by the Contract; and
- ii. use the Confidential Information of the other Party only to perform its obligations and exercise its rights under the present agreement. Each Party may share the other Party's Confidential Information with its employees, agents or contractors with a legitimate need to know (which, for CLUSTDOC, includes the subcontractors referred to herein) provided that the Party remains responsible for any recipient's compliance with the terms of this Section 7 and such recipients are bound by confidentiality obligations no less protective than the present Agreement.

This confidentiality undertaking will remain in force for a period of five (5) years after termination of the Agreement, for whatever reason. The Parties guarantee compliance with this undertaking by their employees, servants, subcontractors and any other person having access to confidential information under the terms of the Agreement.

ARTICLE 8: SECURITY

8.1 PRIVACY POLICY

If Personal Data is to be processed under the Agreement, the Parties undertake to comply with the regulations in force applicable to the Processing of Personal Data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (afterward, the «GDPR»).

Among other actions, each Party undertakes to implement all appropriate technical and organizational measures to ensure a high level of security for the Personal Data it processes and remains solely responsible in this respect.

The information you provide to us or that we collect from you will be used as described in the Agreement and in CLUSTDOC's privacy policy (currently available [here](#)).

Please read CLUSTDOC's Privacy Policy carefully as it contains important details about our collection, use and retention of information.

The Parties under the Agreement will enter into a data subcontractor agreement to govern the collection and treatment of user data by CLUSTDOC on behalf of the CUSTOMER.

8.2 SECURITY

CLUSTDOC protects your information from unauthorized use or disclosure by taking reasonable technical and organizational measures designed to secure our systems against unauthorized access, use, or modification.

ARTICLE 9: RIGHT OF WITHDRAWAL

The CUSTOMER who purchases remotely has a right of withdrawal of 14 days under article L. 221-18 of the French Consumer Code, provided that the purchase of the Services is not part of his professional activity and that he employs fewer than 5 people following article L. 221-3 of the French Consumer Code.

Following article L. 221-28 of the Consumer Code, this right of withdrawal does not apply to the supply of digital content due to your agreement to start the Agreement before the end of this period and that you therefore agree to lose this right. This information will also be reiterated at the start of the Services by email.

ARTICLE 10: LIABILITY OF CLUSTDOC

Within the framework of the execution of the Services, CLUSTDOC is only bound by a general obligation of means.

Following the rules of the art, CLUSTDOC will implement secure technical means to ensure the availability of Services and data on the Services. CLUSTDOC is not responsible for the usurpation of the identity of a User.

The responsibility of CLUSTDOC can be engaged under the present Agreement only for direct damage resulting from a serious breach attributable exclusively to CLUSTDOC to one or more of its obligations under the present agreement, demonstrated by the CUSTOMER.

CLUSTDOC is not responsible for any malfunction of the Services resulting from (i) misuse of the Services, (ii) unavailability of the Internet, or (iii) malfunction of a third-party API required by CLUSTDOC for the Services.

CLUSTDOC declines any responsibility in case of interruption, alteration of the functioning or destruction of the Services due to a case of force majeure or fortuitous, technical incidents or damage caused from the outside provided that CLUSTDOC implements and justifies at first request, the appropriate means in order not to suffer such incidents or damage.

CLUSTDOC cannot be held responsible for the unauthorized and abusive knowledge by third parties of documents or related data (in particular in the event of unauthorized access to the CLUSTDOC database by «hackers») or for the fact that third parties take advantage of the indications and information made available to them by users, for example, due to the disclosure of passwords, except in the event of a fault on its part.

CLUSTDOC cannot be held responsible for indirect or unforeseeable damage of any kind, such as, when they are indirect or unforeseeable, the loss of expected profits, loss of earnings, loss of turnover, loss of customers, damage to image, and loss of data.

If CLUSTDOC is found liable for all causes, all events, and all damages combined, then the amount of compensation paid by CLUSTDOC to the CUSTOMER may not exceed 100% of the value excluding VAT of the sums paid by the CUSTOMER during the previous year.

The present agreement allocates the risk between the parties. The prices agreed to reflect the contractual balance linked to this distribution of risk and the resulting limitation of liability. The Parties acknowledge that the limitation of liability set out above is not derisory and does not contradict the scope of CLUSTDOC's essential obligation.

CLUSTDOC is not responsible for the CUSTOMER's failure to notify CLUSTDOC of a claim within a maximum period of one (1) year from the date of the breach or from the date on which CLUSTDOC should have been aware of the breach.

You agree to protect, defend, indemnify, and hold harmless CLUSTDOC and its officers, directors, employees, agents and third-party service providers from and against any claims, demands, costs, expenses, losses, liabilities, and damages of any kind (including, without limitation, reasonable attorneys' fees) asserted against or incurred by CLUSTDOC directly or indirectly:

- your use of and access to the Services therein; your breach of any provision of the Agreement or the policies or agreements incorporated therein; and/or
- your infringement of any third-party rights, including without limitation any intellectual property or other proprietary rights.

The indemnification obligations under this section shall survive any termination or expiration of the Agreement or your use of the Services offered therein.

10.1. MAINTENANCE

CLUSTDOC undertakes to carry out the necessary maintenance operations to guarantee the availability and proper functioning of the Services. These operations may include updates, bug fixes, performance improvements and security adjustments.

Maintenance of the Services may be planned or carried out on an emergency basis if necessary.

In the event of planned maintenance likely to lead to a temporary interruption of Services, CLUSTDOC will endeavor to notify the CLIENT within a reasonable time before the start of operations.

In this regard, the User acknowledges having knowledge and being aware of the technical risks inherent in the Internet and access interruptions that may result and for which CLUSTDOC cannot be responsible.

Similarly, the User acknowledges and accepts that use of the Services may be interrupted to carry out maintenance, repair, or replacement operations, and/or updates. CLUSTDOC will endeavor to ensure that these operations are as short and as infrequent as possible.

In any case, CLUSTDOC will not be responsible for the possible impact of this unavailability on the activities of the CUSTOMER.

The CUSTOMER or the User undertakes to inform CLUSTDOC immediately of any anomaly encountered in the use of the Services via the form provided for this purpose on the Services or by e-mail to the address contact@clustdoc.com or by contacting the support telephone number indicated on the Site.

10.2. ASSISTANCE BY E-MAIL

CLUSTDOC has set up and offers a customer service enabling the CUSTOMER or the User to receive assistance by e-mail with the following characteristics:

Email support is available Monday to Friday from 9 am to 6 pm, excluding French public holidays. To access the service, the subscriber or non-subscriber simply needs to request a call back via the Contact page of the Services or by email (contact@clustdoc.com).

ARTICLE 11: GENERAL PROVISIONS

11.1 DISPUTES AND APPLICABLE LAW

For professional CUSTOMERS, as CLUSTDOC Services are reserved for the use of professionals, any dispute that may arise in connection with the use of the Services subject to the Agreement, the interpretation, validity or performance thereof, or the termination of the Agreement of which they are an accessory, is submitted to the Tribunal de Commerce de Paris (Paris Commercial Court), except in the event of any other exclusive jurisdiction of public order.

Under the provisions of the French Consumer Code, about CUSTOMERS who only meet the criteria of article L. 221-3 of the said Consumer Code and/or who are considered to be non-professionals as defined in the introductory article of the said Consumer Code:

- when the CUSTOMER has sent a written complaint to CLUSTDOC and has not received satisfaction or a response within two (2) months, he may submit his complaint free of charge to the Consumer Ombudsman. The mediator must be contacted within a maximum period of one year from the date of the initial complaint.

SAS CNPM - MEDIATION - CONSUMER AFFAIRS

<http://cnpm-mediation-consommation.eu>

or by post by writing to

CNPM - MÉDIATION – CONSOMMATION

27, avenue de la Libération

42400 SAINT-CHAMOND – FRANCE

The European Commission has set up an Online Dispute Resolution platform to facilitate the out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform can be accessed at the following link

<https://webgate.ec.europa.eu/odr/>

11.2 LANGUAGES AND TRANSLATIONS

CLUSTDOC may provide translations of these Terms or other terms, conditions or policies. Translations are provided for information purposes only and in the event of any inconsistency or conflict between a translation and the French version, the French version prevails.

11.3 HOW TO CONTACT CLUSTDOC

If you have any questions about these Terms, please contact us at contact@clustdoc.com.

11.4 NON-COMPETITION

Throughout the term of the Agreement, the CUSTOMER undertakes not to carry on, directly or indirectly, any activity in competition with that of CLUSTDOC, whether in any form whatsoever (as an employee, consultant, service provider, or shareholder) in a sector identical or similar to that covered by the Services provided under this Agreement. This includes any activity likely to harm CLUSTDOC's commercial interests.

This obligation covers in particular the internal development of a system similar to the Services or the acquisition or acquisition of a shareholding in a company competing with CLUSTDOC.

From the termination or cessation for any reason whatsoever of the Agreement, the CUSTOMER undertakes, for six (6) months, not to engage in any activity competing with that of CLUSTDOC in Europe and the United States. This prohibition covers the same forms of activity as those mentioned in the previous paragraph and aims to protect the legitimate interests of CLUSTDOC after the end of the contractual relationship.

11.5 SUBCONTRACTORS

CLUSTDOC is authorized to use subcontractors in the provision of Services.

CLUSTDOC remains fully responsible for the acts and omissions of its subcontractors, under the same conditions as if it provided the Services itself.

11.6 LEGAL GUARANTEE

Following article D. 211-3 of the French Consumer Code, if a CUSTOMER meets the criteria set out in article L. 221-3 of the French Consumer Code, he or she may benefit from the stipulations below.

The consumer has a period of two years from the date of supply of the digital content or the digital service to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a conformity defect. During one (1) year from the date of supply, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or the digital service.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following his request, at no cost, and without any major inconvenience to him.

The consumer may obtain a reduction in price by keeping the digital content or the digital service or he may terminate the Agreement by obtaining a full refund in return for relinquishing the digital content or the digital service, if:

- 1° The professional refuses to bring the digital content or the digital service into compliance;
- 2° The compliance of the digital content or service is unjustifiably delayed;
- 3° The digital content or digital service cannot be brought into conformity without incurring costs for the consumer;
- 4° Bringing the digital content or digital service into conformity causes major inconvenience to the consumer;
- 5° The non-conformity of the digital content or digital service persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in price or to rescission of the Agreement where the lack of conformity is so serious as to justify immediate reduction in price or rescission of the Agreement. In such cases, the consumer is not obliged to ask for the digital content or service to be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer only has the right to cancel the Agreement if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of bringing it back into conformity suspends the guarantee that was still running until the digital content or digital service was supplied in conformity again.

The rights mentioned above result from the application of articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

Any professional who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300.000 euros, which may be increased to 10% of average annual sales (article L. 242-18-1 of the French Consumer Code).

Consumers also benefit from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service is retained, or to a full refund in exchange for renouncing the digital content or service.

ARTICLE 12: ACCEPTABLE USE POLICY

In connection with the use of the Services, you shall not, except with the prior permission of CLUSTDOC:

- Post or transmit abusive messages, defamatory, libelous, false or misleading statements, hate speech, or messages that incite or threaten violence;
- Transmit or engage in any activity related to spam, chain letters, or unsolicited messages (including e-mail);
- Impersonate another person, misrepresent your affiliation with another person or entity, commit fraud, or conceal or attempt to conceal your identity;
- Access any unauthorized part of the Services;
- Interfere with the normal functioning, integrity, or operation of the Services;
- Upload or transmit invalid data, viruses, worms, bugs, Trojan horses, harmful code, malicious software or other software agents;
- Decrypt or decipher transmissions, circumvent access, authentication, or copying restrictions, or otherwise attempt to compromise the security of the Services (including another User's account);
- Attempting to probe, scan, or test the vulnerability of any part of the Services without proper authorization;
- Attempting to modify, use, or gain unauthorized access to another User's account(s), website(s), application(s), system(s), equipment or data;
- Collect or harvest any personally identifiable information, including account names, from any other User's account;
- Use the Services in violation of any applicable laws or regulations, including privacy laws in applicable jurisdictions; or
- Upload, use, or transmit any content, data, or materials that violate any applicable law or regulation;



- Reproduce, duplicate, copy, sell, trade, resell, rent, lease, resell, sublicense or exploit for any commercial purposes, any portion or use of or access to the Services;
- Incorporate the Services (or any part thereof) with, or use it with or to provide, any site, product, or service, other than on sites/applications owned and operated by the User and as specifically authorized in the present Agreement;
- Publicly disseminate information regarding the performance of the Services (which is considered CLUSTDOC confidential information);
- Modify or create a derivative work of the Services or any part thereof;
- Reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs of any CLUSTDOC service, except to the extent expressly permitted by applicable law and only after prior notice to CLUSTDOC;
- Violate or circumvent any security measures, rate limits, or usage tracking (such as event tracking) of the Services, or configure the Services (or any part thereof) to avoid sending events or incurring charges;
- Distribute on any medium any part of the Services, except as authorized by the present Agreement;
- Access the Services to create a competitive product or service or copy its features or user interface;
- Use the Services for product evaluation, benchmarking, or other comparative analysis for publication without CLUSTDOC's prior written consent; or
- Delete or obscure any proprietary notices or other content in the Services, including in any reports or results obtained from the Services;
- Use or permit the Services to be used for any illegal or deceptive purpose, or in any manner inconsistent with the present Agreement.
- Without limiting any other remedies available to CLUSTDOC, CLUSTDOC may, in its sole discretion, suspend or terminate access to the Services for violations of this Acceptable Use Policy, to prevent harm to other parties, or to preserve CLUSTDOC's security, availability or integrity. Terms not defined in this Acceptable Use Policy shall have the meaning outlined in the applicable agreement between you and CLUSTDOC.

ARTICLE 13: CONDITIONS SPECIFIC TO THE SERVICE

CLUSTDOC represents and warrants that, for the duration of the Agreement, the Services will comply with the documentation sent to the CUSTOMER and the information described below:

13.1 DESCRIPTION OF THE SERVICE

CLUSTDOC is an onboarding service that allows CUSTOMERS to request, collect, display, validate, and share documents and information electronically.



Authentication

A person requesting information via CLUSTDOC must either have a CLUSTDOC account, a person sending information via CLUSTDOC must: (i) either have received an invitation in their email account, (ii) or have created a folder using the portal, or other.

Audit trails

Requests completed in CLUSTDOC include an audit trail that contains information to track your requests throughout their lifecycle.

This information includes but is not limited to, the unique identifier of the document generated by CLUSTDOC, the email addresses of the sender and recipient(s), the IP addresses of the sender and recipient(s), and event tracking (such as date, time and location when the following events occur - document/file downloaded, request viewed, document/data item removed, document/data item approved, document/data item commented on, document/data item sent, document signed, recipient email updated, message sent/received).

13.2 CLUSTDOC API

Description of the service

The CLUSTDOC Application Programming Interface («CLUSTDOC API») allows CUSTOMERS to easily integrate or embed the CLUSTDOC integration solution into their application or workflow, creating a clean, branded, and seamless online experience for users to send their documents and information internally or externally.

Authentication

Where the CUSTOMER chooses to use the CLUSTDOC API to enable features built into the CUSTOMER Properties, the CUSTOMER is required to authenticate the identity of each Recipient of the document request by confirmation via email or by any other means that CLUSTDOC may approve at its sole discretion. The User is solely responsible for this authentication of the document request.

Document Requests

A «document request» is the workflow that occurs when the CLIENT initiates a new document collection process and calls the CLUSTDOC APIs accordingly. For example, if you call «createFile» to send a document request, this will constitute one (1) document request.



API keys

To use the CLUSTDOC APIs, the CLIENT must obtain its unique API credentials (an 'API Key') via the registration process. The CLIENT is solely responsible for any activity associated with its API Key, whether or not it knows of such activity.

The CLIENT shall not share its API Key with any third party, shall keep the API Key secure, and shall use the API Key as the CLIENT's sole means of access to the CLUSTDOC API.

Properties

Only CLIENT properties that have been approved by CLUSTDOC may access and use the Service. CLUSTDOC reserves the right to reject any CLIENT Property for any reason at its sole discretion, including but not limited to ensuring that you comply with the Agreement and Acceptable Use Policy. In addition, you will ensure that the CLIENT Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.

API restrictions

You agree not to (and not to permit any third party to) directly or indirectly:

- a) create an API CLIENT that operates in substantially the same manner as the CLUSTDOC APIs;
- b) make any use whatsoever of the CLUSTDOC APIs for purposes independent of the CLIENT's properties;
- c) misrepresent the source or ownership of the CLUSTDOC APIs or remove, obscure or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the CLUSTDOC APIs; or
- d) interfere with or disrupt the CLUSTDOC APIs or the servers or networks that provide the CLUSTDOC APIs or the Service.

User applications

Users may use the CLUSTDOC APIs to develop applications and/or integrated document collection experiences for use by the User or the User's CUSTOMERS and their respective end-users.

The User is solely responsible for the Recipients and must ensure that it has:



- a) provided the applicable terms (including privacy terms) which authorize CLUSTDOC to provide the Services hereunder, and
- b) the appropriate authority and/or permission to share information with CLUSTDOC.

13.3 INTEGRATION WITH THIRD-PARTY APPLICATIONS/CONNECTORS

Service Description

Third-party integrations help connect CLUSTDOC with the services you already use to run your business. Some examples of these integrations are Google (Gmail, Google Docs, Google Drive, and G Suite), Box, CLUSTDOC, Evernote, Hubspot CRM, Microsoft OneDrive, Oracle, and Slack.

Eligibility

To use a CLUSTDOC integration, you must be a CUSTOMER. Some integrations may require that you approve the use of that service and/or consent to the transfer of your information/data between CLUSTDOC and the third-party service.

Third-party content and products

You are solely responsible for using this integration, the third-party service, and ensuring that you have the appropriate rights and permissions to share data between CLUSTDOC and the third-party services. You understand that third-party integrations may provide access to third-party content and products that may access the CLIENT instance of CLUSTDOC Services and export, delete, or otherwise modify CLIENT data (including CLIENT confidential information).

Disclaimer of Liability

CLUSTDOC does not warrant or endorse third-party integrations, third-party content, or third-party products (whether or not such items are designated as «powered», «verified» or otherwise) and disclaims any responsibility for such products, services, and their access to CLUSTDOC Services, including their modification, deletion, disclosure or collection of CLIENT data.