

Terms and Conditions

These terms and conditions of service (the “**Terms of Service**”) describe your rights and responsibilities when accessing and/or using our platform (the “**Platform**”), and the related support and maintenance services (altogether, the “**Services**”). They govern the relationship between Stonly (“**we**”, “**us**”, “**Stonly**”) and you, acting on your own behalf or on behalf of the legal entity you represent, as a natural person (the “**Customer**”).

You accept that these Terms of Service govern your use of the Services, and you agree to be fully bound by them as soon as you use any of the Services. Therefore, please read them carefully before using the Services.

These Terms of Service incorporate by reference the Data Processing Addendum (“DPA”), available at <https://trust.stonly.com/>, and the AI Terms and Conditions (“AI Terms”), available at <https://stonly.com/ai-terms/>, each of which form an integral part of these Terms of Service. In the event of any conflict between these Terms of Service and the DPA or the AI Terms, the provisions of the DPA or the AI Terms (as applicable) shall prevail with respect to their subject matter.

If you do not have authority to act on behalf of the Customer, or if you do not agree with these Terms of Service, you must not accept the Terms of Service and you shall not use the Services. Any suspected fraudulent, abusive, or illegal activity may be referred to law enforcement authorities at our sole discretion.

Please note that Stonly reserves the right to modify these Terms of Service at any time without prior notice. In the event that any changes are made, the revised Terms of Service shall be posted on the Platform and become immediately applicable to its use. Therefore, please check the latest information posted herein to stay informed of any changes and continue using the Services only if you agree to the changes.

Services

- 1 Subject to the Terms of Service, Stonly hosts and maintains the Platform and makes it available to agents, employees, interns, providers, contractors or subcontractors of the Customer (who are, altogether with the Customer, referred to as “Users”).
- 2 The scope and object of the Services are described on Stonly’s website and differ depending on the subscription chosen by the Customer
- 3 Inasmuch as it will not cause adverse material effect on the availability of the Services , Stonly, in its sole discretion, may modify the features, functionalities or appearances of the Platform .

User account registration

- 1 In order to access the Services, you are required to (i) create an account on the Platform, and (ii) agree to the **Terms of Service**.
- 2 You may need to provide certain registration details or other information on your behalf or on behalf of other Users to access and use the Services. It is a condition of your access and use of the Services that all the information you provide is correct, current, and complete.

Subscription to the Services and duration of the Terms of Service

- 1 The Terms of Service shall enter into force automatically as of the first event following (i) you clicking “I Accept” when creating an account, (ii) the start of the Services or (iii) any use of the Platform by the Customer or, as the case may be, a User within Customer’s organization. Completion of the first of the abovementioned events constitutes full, automatic and immediate acceptance of the Terms of Service by the Customer, who thus acknowledges full and unreserved acceptance of its terms.
- 2 The Terms of Service shall remain in effect until the expiration of the Customer’s subscription, unless terminated earlier by the Customer or Stonly as set forth in these Terms of Service.

Parties’ obligations – Terms of use of the Services

1 General obligations

- 1.1 Stonly undertakes to provide the Services to the Customer pursuant to the Terms of Service.
- 1.2 The Platform will be considered as duly accepted by the Customer on the day the Platform is made available to the Customer by Stonly.
- 1.3 The Customer agrees to pay the fees in accordance with the Terms of Service.

2 Prior declarations

- 2.1 The Customer acknowledges having received from Stonly all the information enabling it to assess the adequacy of the Services to its needs.
- 2.2 The Customer will be responsible for (i) the compatibility of its IT equipment with the Services and (ii) the connection of its IT equipment to a telecommunication service which provides for a permanent and secure Internet access.
- 2.3 The Customer acknowledges that the proper performance of the Services requires active and regular collaboration in good faith and is committed to do so throughout the duration of the Terms of Service.

3 Rights to use the Services

- 3.1 As of receipt of the Platform as referred to in Article 5.3, Stonly grants the Customer a personal, non-exclusive, non-transferable, non-transferable and terminable right to use the Services for the duration of the Terms of Service and for the entire world, by the Users and for internal use only.
- 3.2 The Customer undertakes to make, and to cause all Users to make, use of the Services in accordance with the Terms of Service, the recommendations of Stonly and the applicable regulations.

4 Users, Access Codes, Security Procedures

- 4.1 The Customer may only designate one (1) natural person per User. Each User has a personal and unique identifier and password, allowing access to the Services (an "Access Code").
- 4.2 The Customer is the custodian of the Access Codes and ensures that no unauthorized person has access to the Services. The Customer remains, in any event, solely liable for any activity related to the Services carried out using Access Codes that are personal and confidential and undertakes to immediately inform Stonly of any loss of

Access Codes and/or access, attempt or suspicion of unauthorized use of the Services.

- 4.3 The Customer undertakes to respect, and to ensure that the security procedures communicated by Stonly are being complied with. The Customer acknowledges and accepts that access to the Services may be blocked by Stonly in the event of non-compliance with all or part of the Terms of Service such as access or attempted access by a greater number of Users than the one granted or non-compliance with the security procedures.

5 Restrictions on use of the Services

- 5.1 The Customer shall refrain from, and shall cause any User to refrain from:

- 5.1.1 selling, renting, leasing, lending, assigning, transferring in any way whatsoever, all or part of its right to use Services, including in particular the Access Codes;
- 5.1.2 using the Services in connection with and/or for the purpose of carrying out, directly or indirectly, illegal or illicit activities (e.g. by providing illegal / illicit information through any guides available on the Platform);
- 5.1.3 committing any act likely, directly or indirectly, to interfere with or negatively impact the Services and/or the activity of Stonly and/or the servers and related systems;
- 5.1.4 modifying, altering and/or adapting the Service or any Access Codes or code available and/or used in the context of the Services;
- 5.1.5 configuring or using the Platform outside the functional and technical scope authorized by Stonly;
- 5.1.6 developing, in any way, a platform, software solution, application or services that would attack, negatively impact or interfere with the Platform;
- 5.1.7 adapting, modifying, translating, copying, reproducing, in any way, all or part of the Platform and/or create products derived from the Platform;
- 5.1.8 disassembling, decompiling, reverse engineering or attempting to discover in any way the source code and/or structure of the Platform (except in cases expressly provided for by law, in such cases, the Customer shall issue a written request for communication to Stonly before any attempt at reverse engineering);

- 5.1.9 removing or altering any trademark, logo, slogan, copyright, property or confidentiality notice, symbol, etc. present on the Platform;
 - 5.1.10 communicating to any third party any performance, functionality or evaluation test results of the Platform and/or Services without the prior written consent of Stonly;
 - 5.1.11 designating, as User any third party not strictly necessary for the Customer's needs, in particular among any Stonly's competitors.
- 5.2 Stonly shall have no obligation, nor liability to (i) review the content of a guides, (ii) modify or delete any content of a guide, (iii) block any access to the Platform upon a third-party's request.

Financial conditions

- 1 The prices of the Services are indicated net of tax on the subscription page.
- 2 The Services are payable on a monthly or annual basis, or any other time period agreed upon between the parties. The first contractual term is invoiced upfront to the Customer, in full, upon entry into force of the Terms of Service. Each subsequent contractual term is payable upfront by the Customer.
- 3 Invoices are issued electronically and must be paid, within thirty (30) days of their date of receipt by the Customer.
- 4 In the event of non-payment of the totality of the sums due on the contractual due date, and without it being necessary to proceed to a prior formal notice sent to the Customer:
 - 4.1 Late payment penalties will automatically be applied to any invoice that is unpaid on its due date. The interest rate for these penalties shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation (or any other rate that may succeed it) plus 10 percentage points (10%) (as published on the European Central Bank's website <http://www.ecb.int>);
 - 4.2 In addition to the compensation for late payment, a flat-rate compensation of €40 for collection costs will also be payable.
- 5 Any complaint about invoices must be addressed in writing to Stonly by the Customer within thirty (30) days after the date of receipt of the relevant invoice and must be confirmed in writing by Stonly, which will deal with it as soon as possible. After this period, no recourse of

the Client shall be accepted by Stonly and the Customer will be deemed to have waived any recourse against this invoice which will be deemed accepted and entirely due by the Customer.

- 6 The Customer may not under any circumstances suspend or defer the payment of invoices, even in the event of a dispute concerning the Services.
- 7 You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with the purchase of a subscription and that you have all authority necessary to purchase a subscription using the credit card or payment mechanism that you submit.
- 8 By submitting such information, you grant us the right to provide such information to third parties for the purposes of facilitating your purchase. You acknowledge and agree that Stonly is not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information.

Intellectual property and Customer Data

- 1 Stonly exclusively owns and shall retain all rights in and to its Services, the Platform and any deliverables (including without limitation any materials or code provided as part of the Services, brands, technologies, information, trade secrets, know how, intellectual property, information and data in connection with or generated by Stonly or its systems hereunder, whether pre-existing, or not, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Services and software hereunder) (collectively, " Stonly's Intellectual Property ").
- 2 The Customer acknowledges and agrees that its rights in and to Stonly's Intellectual Property are solely as described in the present Article and do not include any rights of ownership in any of Stonly's Intellectual Property. The Customer shall not misappropriate any of Stonly's software, technology or other services or use the Services, or permit, enable or assist any third party to create competing products or services, or, modify the Stonly's Intellectual Property or use any of the Stonly's Intellectual Property unless otherwise agreed to in writing by Stonly.
- 3 The names and/or trademarks registered or exploited by Stonly cannot be used to promote or describe products or services, including possible derivative or compatible products without Stonly's prior written agreement.

- 4 Any and all data uploaded by the Customer or on its behalf on the Platform (such as brands, logos, copyright, personal data, trade secrets, know how, and other intellectual property created by the Customer etc.), as well as, if any, new data generated on the Platform (altogether, the “ Customer Data ”), are and remain the full and exclusive property of the Customer. The Customer is responsible for the quality, legality, accuracy and relevance of the Customer Data.
- 5 The Customer grants Stonly (and, if applicable, its suppliers, subcontractors and partners) a non-exclusive right to use, reproduce, store and modify the Customer Data, for the whole world, for the sole purposes of providing the Services and fulfilling its obligations under these Terms of Service. The Customer warrants Stonly that it has full ownership of the Customer Data and is able to freely grant Stonly the aforementioned rights of use without any authorization from third parties or prior formalities being required.

Processing of Personal Data

- 1 The Customer entrusts Stonly with certain aspects of its processing of personal data. The purpose of the DPA (available at <https://trust.stonly.com/>) is to set the instructions of the Customer and to define the conditions under which Stonly undertakes, as a processor, to carry out, on behalf of the Customer, the processing operations of personal data, as part of the Services.
- 2 The Customer acknowledges and accepts that Stonly also processes, as data controller, the personal data of the Users (surname, first name, professional email address, hierarchical status, telephone number, Access Codes, payment data, technical data, etc.) for the purposes described in Stonly’s Privacy Policy.

Third-Party Content

- 1 Stonly provides the Customer with the opportunity to use third parties’ plug in or add-on online applications with the Platform. These content and applications are hereinafter called, the “ Third-Party Content
- 2 If the Customer chooses to install, access or enable a Third-Party Content, the Customer agrees that the Third-Party Content provider may acquire access to its account data and

information as required for the interoperation or integration of such Third-Party Content.

Accordingly, each Third-Party Content is governed by its own terms and conditions which the Customer may have to agree to and are not considered Services under these Terms of Service.

- 3 It is the Customer's responsibility to obtain any and all license rights necessary for Stonly to access any Third-Party Content on the Customer's behalf in connection with the Customer's use of the Platform. The Customer shall specify from which Third-Party Content provider it has obtained the necessary license rights for Stonly to access such content, and the terms and conditions, including any use restrictions, in respect of such Third-Party Content providers license to the Customer.
- 4 The Customer assumes full responsibility for any damages, losses, costs, or harms arising from the use of or inability to use such Third-Party Content. To the extent permitted by law, Stonly disclaims all representations, warranties or liabilities, whether express or implied, including all warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement, with respect to the Customer's use of or inability to use such Third-Party Content and the performance or non-performance of such Third-Party Content (including direct or indirect damages).
- 5 Any fees or royalties charged by such Third-Party Content provider are the sole responsibility of the Customer, and, if invoiced through Stonly, shall be in addition to the fees of the Services, unless otherwise expressly specified.

Termination and Renewal

- 1 The Customer may terminate the Agreement only upon the expiration of the subscription term, by providing written notice of non-renewal to Stonly at least 30 days prior to the end of the current term. No termination or refund shall be permitted during the term of the subscription, except as otherwise explicitly agreed by Stonly in writing.
- 2 Stonly may terminate the Agreement immediately upon notice if the Customer materially breaches any provision of this agreement and fails to remedy such breach within 30 days of receiving written notice of the breach from Stonly.
- 3 Unless terminated as provided above, the subscription will automatically renew for the agreed-upon term (e.g. 1 month or 12 months, or any other time-period agreed upon between the parties), subject to the then-current terms and fees.

- 4 In case of termination of the Agreement, (i) all rights granted to the Customer under the subscription will automatically terminate, and (ii) the Customer shall cease all use of the Platform and relating documentation, and delete all copies thereof.

Confidentiality

- 1 For the purposes of this Article, " Confidential Information " means all information of any nature whatsoever (commercial, technical, financial, strategic, etc.), originating from a Party, (i) that has been characterized in writing or orally as confidential at the time of its disclosure by a Party, its employees, agents, sub-contractors and others if any, and/or (ii) of a unquestionably confidential nature, which relates to technical information, business operations including protocols, development plans, standard operating procedures, pricing information, business methods, trade secrets, business processes, business plans, inventions, techniques, and other information not readily available to the public. Confidential Information does not cover information or data which (a) entered into the public domain prior to their divulgation, or afterwards but without any fault of the receiving Party, or (b) is already known by the receiving Party and if, this prior knowledge could be demonstrated by the existence of appropriate documents in its files and dated before the effective date of the Terms of Service, or (c) has been received from a third party legally, without any restrictions or violation of the Terms of Service.
- 2 Each Party undertakes to protect and strictly respect the confidential nature of the Confidential Information of the other Party, and in particular:
 - 2.1 not to disclose, without the prior written authorization of the other Party, any of the Confidential Information to third parties;
 - 2.2 to limit access to the Confidential Information to those persons who need to have access to it;
 - 2.3 to warn its personnel and collaborators of the confidential nature of the Confidential Information and to obtain a written undertaking from them not to disclose such Confidential Information; and
 - 2.4 not to use the Confidential Information for any purpose other than for the performance of the Terms of Service.
- 3 The Parties undertake to comply with the obligations arising from this Article throughout the term of the Terms of Service and for three (3) years following the termination of the Terms of

Service, regardless of the cause.

- 4 Upon the occurrence of the first of the following events: (i) termination of the Terms of Service for any reason whatsoever, (ii) thirty (30) days following any written request from the Customer sent by registered letter with acknowledgement of receipt; Stonly undertakes : (a) if the Customer so requests and provided that the Confidential Information is not necessary for the use of the Platform, to return the Confidential Information to the Customer in the same format in which it was communicated to Stonly, (b) in any event, to destroy the Confidential Information from its information systems as well as any existing copies, unless Stonly is required to retain Confidential Information for legal or evidentiary archiving purposes by virtue of a legal obligation.

Warranties

- 1 Except for the foregoing warranties, and to the fullest extent permissible under applicable law, Stonly disclaims all representations and warranties, express or implied, concerning or related to the Terms of Service, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 2 The Platform being provided "as is", Stonly does not warrant, guarantee or make any representations regarding the use, the results of the use or the benefits of the Platform, or any information contained therein or otherwise provided pursuant to the Terms of Service, any uninterrupted, failure-free, anomaly-free operation warranty, or hidden defect warranty. Only the Customer will assess the relevance of information directly or indirectly derived from the Platform regarding its activity and is solely liable for all decisions made on that basis. No Stonly personnel is authorized to make any expansion, modification or addition to this limitation or exclusion of warranties in the Terms of Service.
- 3 The Customer is warned of the technical hazards inherent in the Internet and, consequently, of the interruptions in access to the Platform that may result. In addition, access to the Platform may occasionally be suspended due to scheduled or unscheduled maintenance work necessary for the Platform to function properly and/or improve its performance. Consequently, Stonly cannot be held responsible for any unavailability or slowdown of the Platform.
- 4 The Client alone will evaluate the relevance of the Customer Data and, in general, of all information resulting directly or indirectly from the Platform in relation to its activity and will

be solely responsible for all decisions taken on this basis.

- 5 The Customer warrants Stonly that it holds full ownership of the Customer Data and can freely grant Stonly the above-mentioned rights of use without any third-party authorization or prior formality being necessary. The Customer undertakes to indemnify Stonly for all costs, losses or damages that Stonly may incur as a result of a claim made by a third party against Stonly on the basis of all or part of the Customer Data.

Limitation of Liability

- 1 Stonly is only bound by an obligation of means pursuant to these Terms of Service.
- 2 Each Party shall be liable for the consequences of its faults that have caused direct, certain and foreseeable damage to the other Party.
- 3 To the fullest extent permitted by applicable law, Stonly shall not be liable for any acts or omissions of third parties or any Users. In the event that applicable law does not allow the limitation of liability as set forth in this Article, the limitation of liability will be deemed modified solely to the extent necessary to comply with applicable law.
- 4 In all cases, except in cases of bodily injury, fraud or gross negligence, Stonly's liability under the Terms of Service is strictly limited to the sums actually paid to Stonly for the use of the Platform during the previous contractual year, and in case the liability arises during the first year of the Terms of Service, to the sums actually paid to Stonly to date.
- 5 Stonly cannot be held liable in the event of:
 - 5.1 Destruction, accidental or otherwise, of Customer Data by the Customer or a third party having accessed the Platform by means of Access Codes;
 - 5.2 Any indirect (even if Stonly has been informed of the potential for such damage) or unforeseeable damage by the Customer or third parties and in the event of any lost profit, loss, inaccuracy or corruption of files or Customer Data, theft or misuse of the Access Codes, breaches of the security of the Service, loss of turnover or profit, loss of customers, loss of reputation, loss of chance, cost of obtaining a substitute product, service or technology, in connection with or arising from the non-performance or faulty performance of the Platform;
 - 5.3 Disruption or slowdown of the network and/or Internet connection;

- 5.4 Failure due to the Customer and/or any of the Customer's agents (including any and all Users);
- 5.5 Force majeure events within the meaning of Article 14.1, arising out of or in relation to these Terms of Service.

Indemnification

- 1 Stonly agrees, at its own expense, to defend the Customer against (or, at Stonly's option, to settle by means of a transaction) any claim by a third party against the Customer that the Platform or any deliverable provided by Stonly as part of the Services, used in accordance with Stonly's instructions, infringes any intellectual property or other proprietary right (a "Claim"), provided that the Customer : (a) informs Stonly promptly and in writing of the Claim; (b) allows Stonly to control and direct the investigation, preparation, defense and resolution of the Claim; and (c) assists and cooperates fully in the defense of the Claim. Stonly agrees to pay any damages to which the Customer may be ultimately ordered to pay in respect of such Claim, including reasonable attorneys' fees and costs, or in connection with any settlement, the amount of which will be agreed to in writing by Stonly. Stonly will not be liable for any settlement for which it has not given its express, written and prior agreement.
- 2 Following the notification of a Claim or any facts that may give rise to such a Claim, Stonly may, at its sole discretion and choice, (a) obtain for the Client the right to continue using the Platform, (b) replace the Platform or (c) modify the Platform so that it is no longer infringing. If Stonly considers that it is not commercially reasonable to implement one of these alternatives, it may automatically terminate the Terms of Service and reimburse the sums paid in advance and not used by the Customer for the use of the Platform suspected of infringement.
- 3 Stonly shall in no event assume any obligations under this Article or liability for any action or claim if the Claim is caused by or results from : (a) the modification of all or part of the Platform by any person/entity other than Stonly when the Claim could have been avoided by using the unmodified version of the Platform, (b) the Customer's pursuit of an alleged infringing activity after having been informed of it or after having received modifications that would have avoided the alleged infringement, or (c) the modification by Stonly of the Platform in accordance with the Customer's requests if such modification is the cause of the infringement.

Miscellaneous

- 1 Communication: Stonly shall be free to reproduce the tradename, the trademark and/or the logo of the Customer on any Stonly commercial documentation.
- 2 Force Majeure: Stonly shall not be liable to the Customer for any delay or failure in the performance of the Services or for loss or damage of any nature whatsoever suffered by the Customer due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of terrorism, acts of vandalism, lightning, fire, strike, unavailability of energy sources, or any other causes beyond Stonly's reasonable control.
- 3 Notice of laws: The Customer shall ensure that its implementation and use of the Platform complies with all laws and regulations applicable to Customer's business or geographic locations and geographic locations of the Users, and shall inform Stonly if such compliance requires any modification to its standard Services offerings. Upon the Customer's request, Stonly cannot guarantee but will endeavor to support the Customer's specific requirements for compliance with applicable laws and regulations, and any modification to Stonly's standard Services offerings requested or required by the Customer may require professional services work by Stonly and/or additional fees.
- 4 Independent Contractors: Stonly and the Customer are both independent contractors and neither these Terms of Service nor the performance of the Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between them; and neither will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other.
- 5 Subcontracting: unless otherwise stipulated, Stonly may subcontract some or all of its obligations hereunder at its discretion.
- 6 Severability: If any term of these Terms of Service is held to be invalid or unenforceable, the remaining terms will remain in full force and the unenforceable terms shall be interpreted so as to best accomplish the original term to the fullest extent permitted by law.
- 7 Governing Law – Dispute resolution: These Terms of Service shall be governed in all respects by French law. Disputes that may arise in connection with these Terms of Service will be submitted to mediation, accordance with the mediation rules of the CMAP (*Centre de Médiation et d'Arbitrage de Paris*), to which both Stonly and the declare that they adhere. In case the mediation fails, the dispute will be resolved by the competent French courts.