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These General Terms and Conditions of Sale (hereinafter referred to as the "**Terms**" or "**GTC**") are entered into by Check Company (hereinafter referred to as "Check Company").

"Checksub", "checksub.com", "checksub", "our", "us" or "our") and the entity or person accepting these terms (referred to as "**Customer**", "**you**", "**your**") and govern the Customer's access to and use of the Services. The site checksub.com allows you to purchase services to subtitle and transcribe video and audio content (referred to as "**Content**") automatically or through a network of subcontracted partners (referred to as "**Partners**" or "**Partner**") selected by Checksub.

Pursuant to Article 6 of Law No. 2004-575 of June 21, 2004 on confidence in the digital economy, this article specifies the identity of the various parties involved in its implementation and monitoring.

Le site Checksub.com is edited by :

Checksub, whose registered office is located at the following address

1128 Chemin des poissonniers 13600 La Ciotat, and registered at 830 789 376. E-mail address: team@team@checksub.com.

The site's publishing director is Florian Stègre.

Le site Checksub.com is hosted by

by :Salesforce.com whose registered office is located at the address below:

415 Mission Street Suite 300 San Francisco, CA 94105

Le site Checksub.com aims to offer a subtitling or transcription service through its proprietary platform.

For any question or request for information concerning the site, or any report of illegal content or activities, the user may contact the editor at the following e-mail address: team@team@checksub.com or send a registered letter with acknowledgement of receipt to :

Check Company - 1128 Chemin des poissonniers 13600 La Ciotat

1. Acceptance of Conditions

By visiting this website or registering for the Services offered by Checksub, you agree to be bound by these terms and conditions and by Checksub's Privacy Policy.

If you accept on behalf of the Customer, you represent and warrant that:

- you have full legal authority to bind the Customer to this Agreement,
- you have read and understood these Conditions you accept, on behalf of the Customer, these Conditions.
- you have full legal authority to bind the Customer to this Agreement,
- you have read and understood these Conditions
- you accept, on behalf of the Customer, the present Conditions.

Checksub reserves the right to modify these Terms at any time. We will post the new Terms immediately. Your actual use of the Services offered by Checksub after publication of the updated Terms will constitute full and complete acceptance thereof.

This is the original version of the Checksub Terms and Conditions. In the event of a contradiction between this version and one of the available translations of these Terms and Conditions, the French version shall prevail.

2. Our services

Automatic subtitling, transcription and dubbing services

Checksub lets you create subtitles, transcriptions, translations and dubbing for video and audio content.

The customer uploads his content to the Checksub platform and can then download or modify the automatic result proposed by Checksub. In order to obtain the best possible result, the customer strives to provide content with a clearly audible soundtrack, ideally without background music. The customer can then edit the result directly from the platform, or download the project in the various formats offered by Checksub.

3. Use of services.

A. General principle.

During the term hereof, Checksub will use its best efforts to offer a quality Service, will provide the Services in accordance with the Terms and the Customer may use the Services and integrate them into any Customer application that has material value independent of the Services, in accordance with these Terms.

B. Time limit.

Unless expressly agreed otherwise by the Parties, Checksub makes no commitment as to the time required to complete the Services. The times indicated on Checksub are only indicative and depend on various elements on which Checksub cannot make any commitment.

Checksub undertakes to do everything in its power to satisfy the Customer's request as quickly as possible.

C. Dashboard.

The Customer will have access to a dashboard, through which the Customer can manage his use of the Services.

D. Accounts.

The customer must have an account to use the services and is responsible for information he provides to create the account, the security of his passwords for the account, and any use of his account. Checksub is under no obligation to provide multiple accounts to the Customer.

E. Modifications.

(a) The Services. Checksub may, from time to time, make commercially reasonable updates to the Services. If the Customer has given Checksub permission to be contacted by email, the Customer will be notified when a change to the Services that has a material impact on the Customer's use of the Services is made by Checksub.

(b) Terms. Checksub may make changes to this Agreement, including pricing (and any related documents) from time to time. Unless otherwise specified by Checksub,

material changes to the Terms will take effect 30 days after publication, except to the extent that the changes apply to new features, in which case they will take effect immediately. If the customer does not agree with the revised agreement, the customer may cease to use the services. The customer may also terminate these conditions, in accordance with section 9.D (Termination at the customer's initiative). Customer's continued use of the Services after such change shall constitute Customer's consent to such changes. Checksub will publish any changes to this Agreement on its website www.checksub.com

(c)Data processing and security conditions. Checksub may modify the Data Processing and Security Terms only if such modification is necessary to comply with applicable law, regulation, court order or directives issued by a governmental authority or agency, if such modification is expressly authorized by the Data Processing and Security Terms, or if such modification is commercially reasonable; does not result in a degradation of the overall security of the Services; does not expand the scope of or remove any restrictions on Checksub's processing of Customer Personal Data, as described in the Privacy Policy; and does not have any other material adverse impact on Customer's rights under the Data Processing and Security Terms.If Checksub makes a material change to the Data Processing and Security Terms (Privacy Policy) pursuant to this section, Checksub will publish the change at the URL containing such terms.

(d)Interruption of Services. Checksub will notify Customer at least 1 month prior to discontinuing any Service (or associated hardware functionality), unless Checksub replaces such discontinued Service or functionality with a materially similar Service or functionality. In addition, Checksub will notify Customer at least 1 month prior to making any material change to any Checksub API intended for Customer on a retroactive basis. Nothing in this Section limits Checksub's ability to make changes required to comply with applicable law, to address a material security risk or to avoid a significant economic or technical burden.

F. Platform.

Checksub provides the Customer with a platform. The Customer's use of the platform is subject to the applicable provisions of the Specific Terms of Services.

G. Specific service conditions and data processing and security conditions.

The Specific Terms of Service and the Data Processing and Security Terms are hereby incorporated into the Terms by this reference.

H. Checksub's responsibility

Checksub declines all responsibility for Content created, edited or translated via its services.

In particular, Checksub does not guarantee under any circumstances:

- that your use of the Services will comply with your requirements;
- that your use of the Services will be uninterrupted, possible at all times, safe and error-free;
- that all information obtained as a result of your use of the Services will be accurate or reliable;
- that defects in the operation or availability of the Services will be corrected.

Checksub shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, however caused or however claimed, including, without limitation, lost profits (direct or indirect), loss of goodwill or reputation, loss of data you are likely to suffer, the cost of providing substitute goods or services or any other non-material loss.

In any event and whatever the nature of the damage suffered, the Customer expressly acknowledges that Checksub's liability may not exceed, in any event, the amount paid by the Customer for the performance of the Service concerned.

In addition, Checksub expressly disclaims all warranties and conditions of any kind, whether express or implied, including, without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

4. Payment and billing.

A. Price list.

The price is indicated to the customer when the order is created on the site checksub.com or by sending an estimate. Price changes are made at Checksub's sole initiative without notice to the Customer and are effective upon publication on Checksub's website. Checksub is therefore under no obligation to maintain the rates currently indicated on the Checksub website unless a specific agreement has been reached with the Customer. The price of the service is calculated automatically by Checksub from the files or from the Customer's declarations. In the event of a discrepancy between the service rendered and the service ordered, for whatever reason, Checksub reserves the right to invoice the additional amount, which the Customer undertakes to pay without reservation.

B. Billing.

Checksub will issue an electronic invoice to the Customer for the service ordered, performed or planned. The Customer shall pay all charges in the currency indicated on the invoice. If the Customer chooses to pay an invoice by bank transfer (and Checksub accepts this), access to the service will be provided upon receipt of payment. The service will be deemed to have commenced no later than 1 month after acceptance of the quotation. Payments made by bank transfer must include the bank details provided by Checksub. If the Customer decides to take out a subscription offer payable by credit or debit card, Checksub will invoice and debit the Customer for the amount relating to the offer at the beginning of each period.

C. Credit and subscription formulas.

Top-up Credits :

Checksub may offer certain Customers the possibility of purchasing credits in addition to those included in their subscription packages. The purchase of credits does not freeze the price, and the Customer acknowledges that Checksub remains free to modify its prices at any time, even after a Customer's account has been credited. These credits do not in any way belong to the Customer and represent only a management facility.

The Customer must have a valid subscription in order to use these credits and may keep them for up to 365 days after the date of purchase. At the end of this period, the

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Customer expressly acknowledges that these credits will have lost their value and will be removed from his/her account. The Customer expressly agrees not to make any claim relating to the expiry of these credits. The renewal of credits may be decided at Checksub's sole discretion. In the case of credits offered, the expiry date is set at Checksub's sole discretion.

Credits can only be used on the checksub.com.

When credits are purchased on the Checksub website, an invoice is created and sent by email to the customer. If credits are purchased after acceptance of a quote, they will be credited to the customer's account upon receipt of payment.

Subscriptions :

Depending on the subscription formula chosen by the Customer, the latter may use a maximum number of credits, in a maximum number of languages and during a specific cycle, generally one month.

At the end of this period, the Customer expressly acknowledges that these credits will have lost their value and will no longer be available at the start of the new subscription cycle. The Customer expressly agrees not to make any claim in respect of these credits. The renewal of credits may be decided at Checksub's sole discretion. In the context of free testing of subscription formulas, the expiry date is set at Checksub's sole discretion.

The Customer acknowledges that Checksub remains free to modify its prices at any time.

Subscriptions can only be used on the checksub.com.

When subscribing, the customer acknowledges that the subscription will be automatically renewed at the end of each period. Checksub then generates an invoice which is sent by email to the customer at the beginning of the new period. Payment of this invoice will be made automatically by the same means of payment used at the time of subscription or the previous period.

D. Taxes.

1. The Customer is responsible for all taxes. If Checksub is required to collect or pay Taxes, such Taxes shall be billed to the Customer and the Customer shall pay such Taxes to Checksub in addition to the Service Access Fee, unless the Customer provides Checksub with a tax exemption certificate.

2. If required by applicable law, the Customer will provide Checksub with such applicable tax identification information as Checksub may require to ensure compliance with applicable tax regulations and authorities in the jurisdictions concerned. The Customer shall pay (or reimburse to Checksub) all taxes, interest, penalties or fines arising from any misrepresentation by the Customer.

E. Disputes relating to invoices and reimbursements.

Any invoice dispute must be submitted prior to the payment due date. If the parties determine that certain billing inaccuracies are attributable to Checksub, Checksub will not issue a corrected invoice, but will instead issue a credit notice specifying the incorrect amount of the invoice concerned. If the disputed invoice has not yet been paid, Checksub will apply the amount of the credit advice to the disputed invoice and the customer will be responsible for payment of the net balance due on that invoice. To the fullest extent permitted by law, the Customer waives any claim for charges unless made within 60 days of the invoice date. Refunds (if any) are at Checksub's discretion and will only be made in the form of a credit for Services. Nothing in this Agreement shall obligate Checksub to extend credit to any party.

F. Late payment; suspension.

In the event of late payment, Checksub reserves the right to charge interest on arrears at the rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points (or the highest rate permitted by law, whichever is lower), calculated and accrued from the first day of delay until payment in full. The customer will be responsible for all costs (including attorney's fees) incurred by Checksub for collection of such overdue amounts. If Customer is in default of payment for the Services, Checksub may suspend the Services or terminate the Terms for breach pursuant to Section 9.B (Termination for Breach).

G. No order number is required.

The Customer shall pay all applicable charges without Checksub being required to provide a purchase order number on Checksub's invoice (or otherwise).

5. Customer obligations.

A. Compliance.

Customer will (a) ensure that use of the Services by Customer and its End Users complies with the Terms, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of or access to the Services, and (c) promptly notify Checksub of any unauthorized use of or access to the Services, Customer's account or password of which Customer becomes aware. Checksub reserves the right to investigate any potential violation of the Agreement.

terms and conditions, which may include the review of Customer Content and Customer Projects.

B. Respect for privacy.

Customer is responsible for all consents and notices necessary to permit (a) Customer's use and receipt of the Services and (b) Checksub's access, storage and processing of data provided by Customer (including Customer Content) under the Terms.

C. Restrictions.

With regard to Checksub Services, the Customer undertakes not to

1. copy, modify or create a derivative work of the Services,
2. reverse engineer, decompile, translate, disassemble or otherwise attempt to extract all or part of the source code of the Services (except to the extent that such restriction is expressly prohibited by applicable law),
3. sell, resell, sublicense, transfer or distribute all or part of the Services, and not to authorize End Users to do so;
4. or access or use the Services (i) for high-risk activities; (ii) in violation of these T&Cs; (iii) in a manner intended to avoid paying fees (including creating multiple Customer Accounts or Projects to simulate or act as a single Customer Application, Account or Project (respectively)) or to circumvent usage limits or quotas specific to the Services;

D. Documentation.

Checksub may provide documentation for the Customer's use of the Services.

E. Copyright.

Checksub owns all proprietary rights in the Services and the Checksub Web site. Nothing in these Terms grants you any right to use any trade name, trademark or service mark, logos, domain names and any other distinctive signs of Checksub.

You acknowledge that, in connection with your use of the Services, you will not use any trademark, service mark, trade name or logo of any company or organization in a manner that is likely to cause confusion, either intentionally or unintentionally, as to the owner or licensee of such marks, names or logos.

Checksub provides information to help copyright holders manage their intellectual property online, but Checksub cannot determine whether an item is being used legally without the intervention of the copyright holders. Checksub will respond to notices of alleged copyright infringement and may terminate repeated infringements in appropriate circumstances, if necessary. If the customer believes that a person or entity is infringing the customer's or its end user's copyright and wishes to notify Checksub, it may do so by email to team@team@checksub.com

F. Rules for projects.

The Customer undertakes not to upload to the platform and/or order a project concerning:

- Content that is contrary to public decency, that promotes violence, hatred or racism or that is considered illegal or contrary to public order;
- a work (e.g. a film) subject to copyright that he does not own.
- Content that may infringe the universal or individual rights of a natural or legal person;

In the event that Checksub is held liable by a third party as a result of a breach by the Customer of one of these prohibitions, the Customer undertakes to indemnify Checksub in accordance with article 14.A below.

Checksub reserves the right to refuse or cancel the performance of any Service and to remove the Content relating to any of the aforementioned prohibitions and to reimburse the Customer for the payment already made after deduction of the amount relating to the part of the Service already performed and the damages suffered by Checksub in this respect.

6. Suspension.

A. Violations of the General Terms and Conditions of Sale.

If Checksub finds that the use of the Services by the Customer or any of the Customer's End Users violates the Terms and Conditions, Checksub will notify the Customer of such violation and request that the Customer remedy the violation. If the Customer does not correct the violation within 24 hours of Checksub's request, Checksub may suspend all or part of the Customer's use of the Services until the violation is corrected.

B. Other suspensions.

Checksub may immediately suspend all or part of the Customer's use of the Services if:

- (a) Checksub believes that the use of the Services by the Customer or any of the Customer's end users could have a negative impact on the Services, on the use of the Services by other customers or their end users, or on Checksub's network or servers used to provide the Services;
- (b) there is a suspicion of unauthorized third-party access to the Services;
- (c) Checksub believes it is required to suspend immediately to comply with applicable law;
- (d) or the Customer is in breach of Section 5.C (Restrictions).

Checksub will lift such Suspension when the circumstances giving rise to the Suspension have been resolved. At the Customer's request, except where prohibited by applicable law, Checksub will inform the Customer of the reasons for the Suspension as soon as reasonably practicable.

7. Copyright, use and exploitation rights ;

Checksub assigns to the Customer, on a non-exclusive basis, without time limit and for the entire world, the following rights to all Content produced via Checksub's various services and actually paid for by the Customer:

- Exploitation rights: Use, distribute, modify, translate, adapt, monetize, register, deposit and exploit the Content on all existing and future media (website, DVD, advertising brochure, press release, etc.);
- Distribution rights: To authorize or prohibit the distribution to the public, by sale or otherwise, of the original work or copies thereof;
- Reproduction rights: Create and distribute any copy of the work, whether direct or indirect, temporary or permanent, in whole or in part;
- Rights of communication to the public: Represent and exploit the text on a medium of any type and any form (physical, digital, etc.) visible to all and anywhere, without limit, including on an Internet site;
- Transfer and sale rights: Accept or refuse to sell all or part of the rights related to the Content under the conditions of your choice;
- Temporary technical reproduction rights: Authorize the temporary and transitory or accessory distribution and reproduction of the Content;
- Waiver of the right to quote: You do not have to mention the first name, surname, initial or any other form of identification of the Author.

All transfers are deemed valid upon payment by the Customer of the remuneration agreed with Checksub, such payment being deemed valid upon the debit of the credits following validation of the Content.

Unless otherwise agreed, Checksub undertakes not to use the Content uploaded to the platform by the Customer for the training of these acoustic or linguistic models, translation memories, glossaries, dictionaries or any other training technology. The Customer retains ownership of all video or audio documents uploaded to Checksub.

8. Confidentiality.

Checksub will use its best efforts to ensure the confidentiality of your Content.

For automated projects, only a limited number of Checksub employees and service providers may access Customer Content. Support teams may access it after obtaining your oral or written authorization in order to assist you with your request.

What's more, the Checksub platform is secured by an SSL electronic certificate that authenticates users and encrypts exchanges by means of an identification key.

The Customer acknowledges that Checksub may share Personal Data and Content with third-party solutions and partners in the course of providing the Services. For example, with our payment service provider or our hosting service provider.

9. Account duration and closure.

A. Duration of agreement.

The "Term" of these Terms begins upon your access to this Website or your registration and continues until the Agreement is terminated as set forth in this Section 9.

B. Account closure for violation.

Either party may terminate these conditions if

- (a) the other party commits a material breach of the agreement and fails to remedy such breach within 30 days of receipt of written notice, or
- (b) the other party ceases trading or is the subject of insolvency proceedings and the proceedings are not dismissed within 90 days.

C. Account closure for inactivity.

Checksub reserves the right to terminate the provision of Services to a Customer if the Customer does not have valid credit and if for a period of 90 the Customer has not accessed his Dashboard or created new Projects.

D. Customer-initiated account closure.

Unless otherwise agreed with Checksub, the Customer may stop using the services at any time. The customer can send his request by email to team@team@checksub.com.

In this case, the customer agrees not to request the return of credits still available on his account, and acknowledges that these credits will be definitively lost.

E. Account closure at Checksub's initiative

If the closure is not motivated by the aforementioned cases and when the situation requires it, Checksub may at its sole discretion terminate these Conditions. In the event that the Customer still has valid credits Checksub may refund them.

F. Effect of termination.

If the Conditions are cancelled, then

1. all rights and access to the Services for the Customer shall be terminated (including access to Customer Data, if any), except as otherwise provided in these Terms,
2. all fees owed by the Customer to Checksub are immediately due upon receipt the final electronic invoice or as indicated in the final invoice.

10. Advertising.

The Customer is authorized to declare publicly that it is a customer of the Services. If the Customer wishes to display Checksub's trademarks as part of its use of the Services, it must obtain Checksub's written authorization by sending an email to team@checksub.com. Checksub may also verbally refer to the Customer as a customer of the Services. Any use of a party's trademarked materials shall inure to the benefit of the party owning the intellectual property rights to such trademarked materials. A party may revoke the other party's right to use its trademarks under this section by giving written notice to the other party and allowing the other party a reasonable time to discontinue use.

11.Representations and warranties.

Each party represents and warrants

1. it has the power and authority to enter into the contract
2. and that it will comply with all laws and regulations applicable to the provision, receipt or use of the services, as the case may be.

12.Liability waiver.

Except as expressly provided in the Terms, to the fullest extent permitted by applicable law, Checksub (a) disclaims all warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement or use without mistake or Services or Software and (b) makes no representations regarding the content or information accessible through the Services.

13.Limitation of liability.

A. Limitation of indirect liability.

To the extent permitted by applicable law and subject to Section 13.C (Unlimited Liability), neither party shall have any liability arising out of or related to the Agreement for any (a) indirect, consequential, special, incidental or punitive damages or (b) loss of revenue, profits, savings or goodwill.

B. Limitation of liability.

The total and aggregate liability of each party for damages arising out of or in connection with the agreement is limited to the fees paid by the customer during the 12 months preceding the event giving rise to liability.

C. Unlimited liability.

Nothing in the Agreement shall exclude or limit the liability of either party for: (a) its fraud or fraudulent misrepresentation; (b) its obligations under Article 14 (Indemnification); (c) its infringement of the other party's intellectual property rights; (d) its payment obligations under the Agreement; or (e) matters for which liability cannot be excluded or limited under applicable law.

14.Compensation.

A. Customer's indemnity obligations.

The Customer shall defend Checksub and its Partners participating in this Agreement and the

indemnify the Customer in any legal proceedings brought by a Third Party, to the extent that such liability arises from (a) a Customer project, Customer Content or Customer Brand Features; or (b) the use of the Services by the Customer or an End User in breach of these T&Cs.

Checksub shall notify the Customer in writing of any allegation that preceded the third party legal proceeding. The Customer shall reasonably cooperate with Checksub in resolving the allegation and the third party legal proceeding. Checksub is free to choose its own attorney.

B. Recourse.

(a)If Checksub reasonably believes that the Services may infringe the intellectual property rights of a third party, Checksub may, at its sole discretion and expense, (i) grant the Customer the right to continue to use the Services, (ii) modify the Services to make them non-infringing without substantially reducing functionality, or (iii) replace the Services with a non-infringing and functionally equivalent alternative.

(b)If Checksub deems that the planned corrective measures are not commercially reasonable, Checksub may suspend or terminate the Customer's use of the relevant Services.

C. Exclusive rights and obligations.

Without affecting the termination rights of either party, this Article 14 (Indemnification) sets forth the parties' sole and exclusive remedy under these Terms for any third party claim of infringement of intellectual property rights covered by this Article 14 (Indemnification).

15. Personal data

The Parties acknowledge that they are fully aware of the provisions of a legislative or regulatory nature, whether European or national, resulting in particular from Regulation 2016/679/EU of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, amended Act No. 78-17 of January 6, 1978 relating to data processing, files and freedoms and its implementing texts, as well as any other regulations applicable in the matter, subsequently added to or substituted for them (referred to as the "Personal Data Regulations").

With the exception of the personal data of individual Customers for which our company acts as data controller, Checksub, which processes personal data in its capacity as subcontractor of the legal entity Customer, undertakes to:

- provide the Customer with sufficient guarantees of the implementation of appropriate technical and organizational measures, in terms of training of Checksub staff members assigned to the Services, of equipment used, so that the processing of personal data implemented for the purposes of the performance of the Conditions meets the requirements of the Personal Data Regulations;
- not to process personal data without duly documented instructions from the Customer, it being specified that, if Checksub considers that an instruction from the Customer constitutes a breach of the Personal Data Regulations, it will inform the Customer as soon as possible;
- process personal data solely for the purposes set out in the Conditions, with the exception of further processing for statistical purposes in which the Customer acknowledges Checksub's legitimate interest;
- guarantee the security of Checksub's premises, so as to prevent the destruction, loss, alteration, deformation or other modification, piracy, misappropriation, damage, disclosure or access by unauthorized persons of personal data that

Checksub has received, that Checksub stores or, more generally, that it processes in any way whatsoever, on behalf of the Customer;

- cooperate with the Customer, in particular by providing it with the documentation necessary to demonstrate compliance with all its obligations, in particular the performance of audits, including inspections, by the Customer or another auditor, independent and not a competitor of Checksub, that it has mandated, and contribute to these audits;
- allow access and carry out any transmission, extraction, communication, copy or other transfer, in whatever form, of personal data to a recipient located in a country outside the European Union, it being specified that in the event that the recipient country or countries do not ensure a level of data protection equivalent to that of the European Union, Checksub undertakes to take all appropriate safeguards, either on the basis of an adequacy decision or, in the absence of such a decision, on the basis of appropriate safeguards envisaged by communicating a copy of the binding internal rules, standard contractual clauses adopted, code of conduct or certification mechanism duly approved by the competent authority;
- ensure compliance with all of Checksub's obligations under the Conditions by any company that replaces Checksub as well as any subcontractor - in respect of which the Customer declares that it has given Checksub its general authorization for such subcontracting - regardless of its rank or method of intervention, by expressly providing for these same obligations in the contract binding Checksub to said company or the subcontractor to any other subsequent subcontractor, so that they undertake to comply with the Conditions;
- to notify the Customer of any personal data breach of which Checksub becomes aware, in accordance with the provisions of the Personal Data Regulations, to take appropriate measures to remedy the breach as soon as possible, including taking any necessary steps with the competent national data protection authority, and to cooperate with the Customer in communicating the existence of the personal data breach to the persons concerned by mutual agreement.

Since Checksub only acts as a subcontractor with regard to the processing of personal data, it cannot be held liable in this respect, since the Customer is entirely responsible for any breach of the Personal Data Regulations, which it consequently undertakes to comply with in its capacity as data controller.

16. Miscellaneous.

A. Opinions.

Checksub will provide the Customer with notifications under the Terms by sending an e-mail to the notification e-mail address. The Customer shall provide Checksub with notifications under the Conditions by sending an e-mail to the notification e-mail address team@checksub.com. Notification will be deemed received at the time the e-mail is sent. The Customer is obliged to keep its notification e-mail address up to date throughout the term of the Contract.

B. E-mails.

The parties may use electronic mail to satisfy the written approval and consent requirements under the Terms.

C. Disposal or change of control.

If one party undergoes a change of management (for example, through a share purchase or sale, merger or any other form of corporate transaction), that party will inform the other party within 30 days of the change of control.

The Customer authorizes Checksub in advance to assign or transfer these contractual rights to any person of its choice, subject to informing the Customer in advance in accordance with article 1216 of the French Civil Code, it being specified that in the event of

In particular, the customer may object to the transfer of the contract binding him to Checksub to the transferee in the event of a reduction in his rights.

D. Force Majeure.

Neither party shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots or war.

E. No agency.

This contract does not create any agency, partnership or joint venture between the

Parties.

F. Waiver.

In accordance with these Conditions, the Customer acknowledges that the Services consist of digital Content, not provided on a physical medium, of which performance has begun after its prior and express agreement. Consequently, the customer expressly acknowledges that the Services are not subject to the right of withdrawal, in accordance with article L. 221-18, 13° of the French Consumer Code, and expressly waives this right.

G. Divisibility.

If any part of these terms and conditions is invalid, illegal or unenforceable, the remainder of the agreement shall continue in full force and effect.

H. No third-party beneficiaries.

These Terms do not confer any benefit on any third party unless expressly stated.

I. Equitable aid.

Nothing in these Terms limits the ability of either party to seek equitable relief.

J. Modifications.

With the exception of what is indicated in article 3.E (Modifications) any amendment must be made in writing, signed by both parties, and expressly indicate that it modifies the present conditions.

K. Survival.

The following sections shall survive the expiration or termination of these Terms: Section 4 (Payment and Billing), Section 7 (Copyright, Use and Operating Rights), Section 9.F (Effect of Termination), Section 12 (Disclaimer), Section 13 (Limitation of Liability), Section 14 (Indemnification), and Section 16 (Miscellaneous).

L. Full agreement.

These Terms set out all terms and conditions agreed between the parties and supersede

all other agreements between the parties relating to its subject matter. In entering into these Terms, neither Party has relied on any statement, representation or warranty (whether made negligently or innocently), and neither Party shall have any right or remedy based thereon, except as expressly set forth in these Terms. Terms located at a URL referenced in these Terms are incorporated by reference into the Agreement. After the Effective Date, Checksub may provide an updated URL in place of any URL listed in these Terms.

M. Contradictory terms.

In the event of a conflict between the documents that make up these Terms, the documents will be controlled in the following order: the Data Processing and Security Terms, the Terms and the terms of any other URL.

N. Headers.

The headings and captions used in the Terms are for reference purposes only and shall have no effect on the interpretation of the Terms.

O. Conflicting languages.

If these terms and conditions are translated into a language other than French and there is a discrepancy between the French text and the translated text, the French text shall prevail, unless expressly stated otherwise in the translation.

P. Definitions.

"Parties": refers to the natural or legal persons who enter into this contract with each other.

"Suspension" refers to a temporary shutdown. It may affect either all of the Services and these T&C or only part of them. "Account" refers to the customer's Checksub platform account.

"Dashboard" means the console(s) or online dashboard provided by Checksub to the Customer for the administration of the Services.

"Control" means control of more than 50% of a party's voting rights or shareholdings.

"Data" means the data provided to Checksub by the Customer or End Users through the Services as part of the Account.

"End User" means a person who uses the Services of Checksub. For greater clarity, users may include customer employees and other third parties.

"Data processing and security conditions" means the conditions relating to the Privacy Policy and available on the website www.checksub.com

"API" means any application programming interface provided by Checksub as part of the Services.

"High-risk activities" means activities where the use or failure of the Services is reasonably likely to result in death, personal injury or environmental damage (such as the establishment or operation of nuclear facilities, air traffic control, life support systems or weaponry).

"Intellectual property rights" means present and future worldwide rights under patent, copyright, trade secret, trademark and moral rights laws, as well as other similar rights.

"Liability" means any liability, whether in contract, tort (including negligence) or otherwise, whether foreseeable or contemplated by the parties.

"Project" means the Content uploaded by the Customer to Checksub and the Services associated with such Content.