

Terms and Conditions Wazo

These Wazo Terms & Conditions (the "**Terms and Conditions**") rule the relationship between Wazo Communication Inc., an incorporated Canadian company, registered with the NEQ number 1172360399, having its registered address at 979, avenue de Bourgogne, local 575, Québec G1W2L4, Québec, Canada, represented by M. Sylvain Boily, President, duly authorized for the purposes hereof, (hereinafter "**Wazo**") and any registered person (the "**User**") willing to use the Wazo free mobile device application available on Android and iOS (the "**Application**").

Upon her/his first connection, the User expressly and fully agrees to abide by these Terms and Conditions.

Wazo and the User are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

The Terms and Conditions do not govern relations between Users and one of the Wazo certified partners operating, hosting and marketing Wazo solutions for the Users (a "**Partner**"), but only the relation between Wazo and Users. As a software publisher, Wazo is not a party to the services agreement concluded between the Partner and the User.

Article 1 : Definitions

The terms and expressions which first letter is a capital one, in the Terms and Conditions, have the meaning defined in this article, used either as singular or plural:

1. **1.1 "Data Processor"** shall designate the Wazo Enterprise communication platform where the Application is directly connected to provide its Services. The Data Processor can be deployed in the User or Partner infrastructure and provide the telecommunication and IPBX services for the User.
2. **1.2 "Force Majeure"** shall designate a Force Majeure event, as defined by case law, or a case of accident. Force Majeure events shall include in particular, but are not limited to, the following: war (declared or not); terrorist acts; invasion; rebellion; blockade; sabotage or vandalism; strike or social clashes, total or partial, external to the Parties; bad weather condition (such as floods, storms); event declared "natural disaster"; fire; epidemic; zombie invasion; disruption to transport or supplies (especially energy); failure in the supply of electrical energy, heating, conditioned air, electronic communication networks, data transport; satellite failures.
3. **1.3 "Partner"** shall designate any legal person that is certified by Wazo to promote, deploy, operate, host and support Wazo's commercial solution that includes but is not limited to its Application.
4. **1.4 "Services"** shall designate all the features offered by the Application and accessible to the User through a commercial engagement with a Partner.
5. **1.5 "User"** shall designate the natural or legal person, acting as a professional - for purposes relating to her/his commercial, industrial, craft, liberal, or agricultural activity,

including when acting in name or on behalf of another professional - using through the Application the Services for which s/he has contracted with a Partner.

Article 2 : Effective Date – Duration

The Terms and Conditions shall enter into force from their acceptance by the User for an indefinite duration.

Article 3 : Access to Wazo services - Application registration

3.1 First connection

In order to access the Services, the User shall download the Application, free of charge, via iOS or Android.

The User shall be at least eighteen (18) years old and have power under the law to contract and use the Application in accordance with the Terms and Conditions.

In order to register on the Application, the User shall fill in the registration form with complete and accurate informations.

The User access to her/his account by providing the email address and password already created by the Client, the Partner or Wazo in the Data Processor entitling the User to use the Application.

The User account allow her/him to update her/his personal data.

The account login and password are unique and personal. It shall not be disclosed to third parties.

The Application access is limited to Users with login and password pre-registered in the Data Processor.

The User is the sole responsible for logins and passwords security. The User undertakes to promptly inform Wazo and/or the Partner s/he contracted with of any unauthorized access, actual or supposed, to a login, a password and/or to the Application.

Any action carried out through a login belonging to a User shall be deemed to have been performed by the said User, unless s/he has previously reported her/his login lost or stolen, allowing Wazo and/or the Partner a reasonable period of time to deactivate said login.

3.2 Access to the Application and Services

Users are personally responsible for setting up the IT and telecommunications resources required to access the Application. They shall bear the cost of telecommunications when accessing the Internet using the Application.

Wazo uses its best effort to ensure that the Application is accessible twenty-four (24) hours a day, seven (7) days a week.

Wazo reserves the right, without notice or compensation, to temporarily or permanently close the Application or access to one or more Services in order to perform maintenance operations.

Wazo may carry out any changes and improvements to the Application and Services that it deems necessary.

Article 4 : Description of Services and operation of the Application

4.1 Services

Services include:

- I. communication via voice over internet protocol;
- II. text messaging;
- III. video conferencing;
- IV. document, image and content sharing;
- V. third-party integrations;
- VI. account management.

The Services are provided to the User in accordance with the initial agreement he concluded with a Partner, allowing her/him the access to the Application.

4.2 Use of the Application

At its first connexion to the Application, the User will be able to properly configure access to its personal phone book contacts, notifications and camera/video control.

When properly configured, the User may use the Application to interact with contact through audio, video and chat features.

The User will be able to manage personal information such as, but not limited to, account name, password, account settings and credentials.

Article 5 : Users undertakings

The User hereby represent, warrant, and agree that s/he will not use the Services or interact with Services in a manner that :

- I. violates any law or regulation; is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

- II. jeopardizes the security of the User's Wazo account or anyone else's; attempts, in any manner, to obtain the password, account, or other security information from any other User; violates the security of any computer network, or cracks any passwords or security encryption codes; runs any form of auto-responder or "spam" on the Services, or any processes that run or are activated while s/he is not logged into the Application, or that otherwise interfere with the proper working of the Application and Services;
- III. uses any intellectual property rights protected by applicable laws and contained in or accessible through the Application for the purpose of building a competitive product or service or copying its features or user interface; uses the Application and Services as a direct competitor of Wazo or for the purpose of monitoring the Application and Services' availability, performance, functionality or for any other benchmarking or competitive purposes;
- IV. extracts or reuses all or part of the data contained in the Application, except for using the rights provided in Article 9.5 of the Terms and Conditions;

and in general, to make fair use of the Application.

The User acknowledges that any violation of these provisions entitles Wazo to terminate this agreement and the User's right to use and access to the Application, and to take any legal action against such violation.

The User undertakes and warrants that, by using the Application, s/he is acting as a professional, for purposes relating to her/his commercial, industrial, craft, liberal, or agricultural activity, including when acting in name or on behalf of another professional.

Article 6 : Undertakings of Wazo

Wazo shall make its best efforts to deploy the necessary resources to ensure to the Users access to and effective operation of the Application twenty-four hours a day (24/24h) and seven days a week (7/7d).

However, given the limitations related to the Internet, Wazo cannot exclude that access and operation of the Application may be interrupted in particular in event of Force Majeure, malfunction of the Users' equipment, malfunctions of the Users' Internet networks, malfunctions attributable to the Partner and/or maintenance operations designed to improve the Application.

Article 7 : Intellectual property

7.1 Property

The Application is the exclusive property of Wazo.

Any content not provided by the User, including data, functionality, text, names, designations, images photographs, graphic elements, trademarks, sounds, is the exclusive property of Wazo.

The Terms and Conditions shall under no circumstances be interpreted as a transfer of any of Wazo's rights. None of these elements shall be downloaded, copied, modified, deleted, distributed, transmitted, broadcast, sold, rented, conceded or exploited in any way whatsoever, without the express, prior and written consent of Wazo.

The User acknowledges that is expressly prohibited the extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the Wazo database to another device, by any means and in any form whatsoever.

7.2 License to use

Wazo grants the User a personal, non-exclusive, non-transferable right and without licencing rights, to access and use the Application, worldwide and for the duration of the Terms and Conditions.

7.3 Restrictions

The Users are prohibited, directly or indirectly, without the express, prior and written consent of Wazo, from:

- I. decompile, disassemble the Application, reverse engineer or attempt to discover or reconstruct the source code, the ideas on which it is based, the algorithms, the file formats or the programming or interoperability interfaces of the Application except to the extent permitted by the legislation in force, in any manner whatsoever. In the event that the User wishes to obtain the information necessary to implement the interoperability of the Application with other software developed or independently acquired by the User for use in accordance with the destination of the Application, the User undertakes, before relying on a third party, to first consult Wazo which may provide the necessary information for the implementation of this interoperability. The User acknowledges that, where appropriate, the exact cost generated internally at Wazo for providing this information will be invoiced by Wazo to the User;
- II. to proceed alone, or with help of a third party service provider, to the correction of any errors in the Application in order to make it conform to its purpose, Wazo alone reserving for itself the exercise of this right in accordance with exceptions provided by legislations in force;
- III. to remove or modify any reference or indication relating to the proprietary rights of Wazo or any third party;
- IV. to transfer, use or export the Application in violation of applicable regulations;
- V. to integrate or combine the Application with other software or documents or to create composite or derivative works with help of all or parts of the Application.

Article 8 : Warranty - Liability

The Parties expressly agree that the provisions of this Article 8 - Warranty - Liability have been agreed between the Parties within the scope of an all-reaching negotiation process, such that each of the Parties deems it to be both justified and proportionate with reference to the other

undertakings made under the terms of these Terms and Conditions. It is expressly agreed that Wazo's obligations under this agreement are obligations of means.

The User expressly acknowledges that the Application and Services are provided by Wazo "as is". Other than as provided in these Terms and Conditions, Wazo makes no other warranties, express or implied, and hereby disclaims all implied warranties.

Wazo shall not be held liable for any interruption in access to the Application if Wazo is able to prove that it is not responsible for the interruption, being specified that it undertakes to make its best efforts to limit the interruptions that may be attributable to it.

In any event, Wazo shall only be held liable for direct and foreseeable damage caused by the failure of Wazo to meet its obligations under these Terms and Conditions.

The Parties expressly agree that Wazo shall not be held liable for any indirect, exemplary, incidental or consequential damages, including: loss of revenue; loss of turnover or profit; loss of clients; loss of opportunity; loss in terms of image or reputation; any costs incurred in obtaining an alternative product, software, service or technology; or for any technical difficulties in routing messages via internet.

In any case, the terms limiting Wazo's liability in these Terms and Conditions shall always be interpreted to solely limit Wazo's liability to the greatest extent permitted by applicable laws.

If Wazo should be ordered to pay a financial penalty, for any reason whatsoever, the amount of compensation awarded against it shall not exceed the total amount received by Wazo as payment for allowing the User access to the Application over the six (6) months preceding the occurrence of the last harmful event. The Parties agree to consider the said amount as the maximum foreseeable damage that the User could sustain in the event of non-performance by Wazo of one of its core obligations.

In any case, the User must bring a claim against Wazo for breach of the terms of these Terms and Conditions within a period of twelve (12) months from the date of such breach, which the User hereby expressly acknowledges and agrees to.

Wazo shall under no circumstances be held liable for any damage caused by the User. In particular, the User is the solely responsible for:

- I. the consequences resulting from its use of the Application, in particular for any legal action, claim and/or financial penalty brought against Wazo resulting from any use of the Application by the User violating these Terms and Conditions;
- II. her/his failure to meet its own obligations;
- III. the installation, operation and maintenance of its technical equipment (including its mobile device, Internet connection) necessary to use the Application. Wazo shall under no circumstances (i) be held liable in the event that the Application proves to be incompatible or malfunctions with certain user equipments or (ii) guarantee uninterrupted and/or trouble-free access to the Application;

- IV. protect her/his technical equipment against any form of contamination by viruses and/or attempt intrusion.

Wazo cannot be held liable in case of an event of Force Majeure, as defined in Articles 1 and 11.5 of these Terms and Conditions.

Article 9 : Personal data protection

9.1 Gathering of personal data

Wazo will, for its own use, process personal data related to the User, those data being communicated by the User (i) at the time of her/his registration on the Application, (ii) when s/he uses the Services through the Application or, (iii) when contracting with a Partner in order to have access to the range of Services s/he paid for.

This information is necessary in order to allow the User to use the Services through the Application.

Wazo will not proceed with any other personal data processing other than those described under the Terms and Conditions.

9.2 Legal basis for processing

By logging to the Application and using the Services, the User agreed to the Terms and Conditions.

This document formalizes a contractual relationship between the User and Wazo, serving in particular as the legal basis for the collection and processing of the User's personal data by Wazo.

9.3 Categories of personal data

For the purposes identified below, Wazo collects the following categories of personal data: (i) identification data (e.g., name, email address, credentials); (ii) connection data (IP addresses, cookies); (iii) contacts from her/his phone book if the User agrees to it; (iv) content of files and communications of the User; (v) User's Application settings; and (vi) geolocalisation data with the User's express prior consent.

9.4 Purposes of the processing

Personal data gathered by Wazo are processed for the following purposes:

- I. access and use of the Application and Services by the User (e.g., connect and log into the Application; receive, reply to, and delete communications through the Application);

- II. use of the different functionalities offered by the Application to the User (e.g., allowing the User to share her/his location, to use the Services with her/his phone book contacts);
- III. monitoring "customer relations", such as conducting satisfaction surveys, complaints management;
- IV. develop business statistics;
- V. manage requests for the exercise of the rights listed in article 9.5 below;
- VI. manage disputes;
- VII. ensure that the Application content is optimized for Users navigation and operates properly;
- VIII. inform the User in case of changes affecting the Application and/or Services;

9.5 User rights

11.5.1. Access, rectification, portability, deletion and opposition right

In accordance with the amended Law of January 6 1978 related to data processing and privacy (hereinafter referred to as "Law n° 78-17") and Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter "GDPR"), the User have the right to consult, rectify, oppose, limit, delete, object and portability her/his personal data.

To exercise any of those rights the User shall contact Wazo by email at contact@wazo.io, or by writing to the following address : 979, avenue de Bourgogne, local 575, Québec G1W 2L4, Québec, Canada.

The User may, at any time, lodge a complaint with the competent supervisory authority.

11.5.2. Guidelines for data retention, deletion and communication after death of the User

Every User has the right to define guidelines for the retention, deletion and communication of her/his personal data after her/his death.

Any User may thus designate or not a third party who may have access to the data communicated to Wazo.

This third party may be designated by the User by writing an email to the following address: contact@wazo.io, indicating her/his full name and email address.

If the User has not defined any guidelines related to the fate of her/his personal data following her/his death, the User's heirs may ask Wazo to obtain any information useful for the liquidation and division of the estate by contacting the following address: contact@wazo.io.

The heirs may also, after the User's death, obtain to stop all processing of the deceased's personal data.

9.6 Data retention

The User's personal data relating to the Terms and Conditions (e.g., name, surname(s), e-mail address) are kept for a period of three (3) years from the User's last contact with Wazo.

Audience measurement statistics and/or any cookies-related data shall not be kept for more than thirteen (13) months from the date of collection.

However, at the end of the aforementioned periods, including as necessary from the User's request for deletion, her/his personal data may be the subject of an intermediate archiving so that Wazo can meet its legal obligations of conservation (e.g., the contract concluded under a commercial relationship shall be retained for five (5) years from its conclusion).

Certain data may be archived beyond the time limits provided for (i) in the event of contentious proceedings in order to establish the reality of the facts in dispute; and/or (ii) for the purposes of investigating, establishing and prosecuting criminal offences for the sole purpose of making such data available to the judicial authority as necessary.

Archiving implies that these data are anonymized and can no longer be consulted online but are extracted and stored on an autonomous and secure device.

9.7 Recipients of personal data

The User's personal data gathered and processed by Wazo are strictly confidential.

Wazo may temporarily and securely transfer certain personal data of the User to third parties when necessary:

- I. to the operation, upgrade and maintenance of the Application by a Partner (e.g., the Application's host);
- II. to the cloud hosting (e.g., for data processing);
- III. in response to an injunction from the legal authorities.

As such, when the relevant third party is located outside the European Union, or in a country that does not have adequate regulation according to GDPR, Wazo frames its contractual relationship with this third party by adopting an appropriate contractual mechanism.

9.8 Cookies

The Application uses cookies to prevent the User from entering her/his login and password at each connection and to facilitate exchanges.

Wazo also uses Internet audience analysis cookies to better understand the behaviour of its users. These tools collect information and generate reports on the Application's usage statistics without individual Users being personally identified by the third-party providing this cookie (e.g., Google).

The data collected through these tools are only used for the production of anonymous statistics and are not cross-referenced with other processing of personal data. It cannot be used to track the User's navigation on other websites.

Users shall retain the possibility to refuse cookies at any time by configuring it in the Application's configuration settings and on any device on which the Application is available.

9.9 Statistical use of anonymous data

In the course of its activity, Wazo collects, processes, and stores statistical data relating to the use of the Application and the Users' activities.

These usage data, which may be transmitted to Wazo's certified Partners, are anonymous and do not, under any circumstances, allow the identification of Users, directly or indirectly.

9.10 Minor under sixteen (16) or thirteen (13) years old

Wazo does not seek to collect and process voluntarily data from minors under the age of sixteen (16) years old in accordance with the GDPR, or thirteen (13) in accordance with the Children's Online Privacy Protection Act.

If Wazo finds out it has collected and processes personal data from minors under these ages without its knowledge, Wazo will take the necessary measures to delete the said data. If a holder of parental authority discovers that her/his under age child has communicated her/his data to Wazo, s/he shall contact the following address: contact@wazo.io.

9.11 Hypertext links

The Application may display hypertext links redirecting the User to third parties' websites and/or applications. The user is informed that Wazo has no control over the content of these websites and applications and over the processing of the User's personal data that these third parties may proceed to. Wazo cannot therefore be held liable for the content present on these websites and applications and for any personal data processing carried out by third parties.

Article 10 : Duration - Termination

The Terms and Conditions shall enter into force from their acceptance by the User for an indefinite duration.

Wazo has the right, ipso jure and without prejudice to any claims for compensation that it reserves the right to seek through legal means, to terminate the Terms and Conditions in the event of a material breach by the User of its obligations under the Terms and Conditions or legislations in force.

In case of such breach, Wazo shall inform the User by email. If this failure has not been remedied by the User in breach within fifteen (15) working days after receiving this notification, Wazo shall be entitled to automatically and ipso jure suspend or close the User's account and to refuse her/him, in the future, access to all or part of the Services.

The User may close her/his account at any time through the Partner.

Article 11 Miscellaneous

11.1 Modification of the Terms and Conditions

Wazo reserves the right, at any time, to modify these Terms and Conditions as it may deem necessary and useful.

If any modification of these Terms and Conditions arises, Wazo undertakes to submit the new Terms and Conditions to the User's acceptance the next time said User access to the Application.

The User undertakes not to access the Application if s/he has not expressly agreed to the new Terms and Conditions.

11.2 Assignment – Transfer

Wazo may transfer all or part of its rights and obligations arising under these Terms and Conditions to any subsidiary that may be created, and in case of merger, division, partial asset transfer or full or partial business disposal.

The Parties expressly agree that any alterations to the share structure of Wazo, including a change in management, shall have no effect on the performance of these Terms and Conditions.

The User is not authorized to transfer all or part of its obligations under the terms of these Terms and Conditions, in any way whatsoever, without the express prior written agreement of Wazo.

11.3 Relationship between the Parties

The relationship established between the Parties is that of independent and autonomous companies. The Terms and Conditions apply exclusively to the purpose defined above and do not contain any form or intention to set up a de jure or de facto company, the Parties being devoid of any affectio societatis. No clause in the Terms and Conditions may be interpreted as giving one of the Parties the ability to manage the other Party's activities.

11.4 Force Majeure

Neither Party shall be held liable if the performance of its obligations should be delayed, restricted or made impossible by virtue of a case of Force Majeure.

If a case of Force Majeure should occur, the performance of the obligations of each Party shall be suspended. If the Force Majeure should last for more than one (1) month these Terms and Conditions may be terminated at the request of the most diligent of the Parties, with neither Party being held liable. Each of the Parties shall bear their own costs that may be incurred as a result of the Force Majeure.

11.5 Suppliers – Providers – Sub-contractors

For the entire duration of these Terms and Conditions, Wazo shall be free to use and choose any supplier, provider and/or sub-contractor.

In this case, Wazo shall remain, under the conditions set out in these Terms and Conditions, responsible for supplying the services covered by it.

11.6 Proof

Computerized records exchanged through the Application shall be held as evidence, provided that the person from whom they originate can be duly identified and that it is kept under reasonable security to ensure their integrity.

11.7 Waiver

If any Party fails to exercise any of its rights under the terms of these Terms and Conditions whatsoever, this shall not be deemed to be a waiver of that right, such waiver only to be deemed to have been given when expressly declared by the Party in question.

11.8 Validity

If one or more of the provisions of these Terms and Conditions should be held to be invalid by a competent court, the remaining provisions shall retain their scope and effect.

The provision that has been held to be invalid shall be replaced by another provision, the scope and meaning of which shall be as close as possible to the scope and meaning of the invalidated provision, but in compliance with applicable legislation and the mutual intent of the Parties.

Article 12 : Applicable law – Competent jurisdiction

These Terms and Conditions are governed by French law.

The Parties expressly agree to submit any dispute related to these Terms and Conditions (including any dispute related to its negotiation, conclusion, execution, or termination) and/or commercial relations between the Parties as well as its possible termination, to the exclusive competence of the Courts of Paris, notwithstanding plurality of defendants or warranty claims, and including summary proceedings and ex parte motions.

