

GENERAL TERMS AND CONDITIONS CREATHOR
VERSION MARCH 2025

PREAMBLE

The company ADDICT MOBILE (hereinafter referred to as "COMPANY") has developed a tool designed for content Generation and Variation as part of its business activities.

In this context, the CLIENT has chosen to use the SaaS service offered by COMPANY, under the terms defined in the purchase order(s) ("Purchase Order") entered into between COMPANY and the CLIENT.

These general Terms and Conditions govern the Contractual relationship between the parties and apply between COMPANY and the CLIENT.

NOW THEREFORE, THE PARTIES HAVE AGREED TO AS FOLLOWS:

Article 1 – definitions

"Adobe After Effects" means a professional animation, editing, and post-production software compatible with the entire adobe suite. It enables the animation of text, images, or illustrations and the addition of special effects to video productions.

"Content" means any data, information, element, or file that can be generated, downloaded, shared, displayed, or stored via the Solution. This includes, but is not limited to, texts, visual media such as images, illustrations, photographs, animations, audio and audiovisual content, as well as digital files and elements such as templates, files, fonts, and designs.

"Client content" means the Generation and Variation made by the client via the Solution.

"Contract" means the documents forming the Contractual relationship between COMPANY and the client, including the purchase order, its annexes and amendments (if any), and these CreaThor general terms and conditions.

"Generation" means the production of new Content using the Solution.

"License" means the authorization granted by COMPANY to the CLIENT to access and use the Solution exclusively for its specific professional needs, in strict compliance with these general terms and conditions.

"Free Trial Period" means the period of two (2) weeks during which the CLIENT has free, temporary access to the Solution prior to any Contractual subscription.

"Service" means the implementation of the Solution for the CLIENT, as well as any other service that may be subsequently ordered from COMPANY, including during the trial period. Thus, the services include access by the CLIENT to the Solution, all services provided by COMPANY enabling the CLIENT to access the functionalities of the Solution under the

terms of the Contract, the content, as well as support and maintenance services associated with the Solution.

"Solution" means the standard version of the creathor tool, a plug-in for adobe after effects, as of the acceptance of these general terms and conditions and its subsequent updates, if any.

"User" means a natural person designated by the CLIENT who has access to the Solution.

"Variation" means the adaptation or derivation of Content.

Article 2 – object

This Contract aims to determine the conditions under which COMPANY will provide the Solution and the applicable conditions for the services ordered by the CLIENT for the use of the Solution – including during the Free Trial Period – in return for the compensation as provided in the Purchase Order.

At the time of providing the Solution, COMPANY undertakes to comply with all applicable laws and not to infringe any third-party rights or harm the CLIENT.

Article 3 – access and subscription to the Solution

These general terms and conditions govern the provision of the Solution.

The CLIENT agrees to use the Solution in accordance with the documentation provided and solely for its own business purposes. The Purchase Order specifies the number of users. However, during the Free Trial Period, the CLIENT is granted two (2) user Licenses.

The Solution is made available through an installation program (hereinafter "set-up"). The CLIENT downloads this set-up and installs it on the workstation(s) of its choice, within the limit of the number of users specified in the purchase order.

Upon first launch of the Solution, the user must enter their email address and the license code provided by COMPANY to the CLIENT. The CLIENT and its users agree not to share or disclose the license codes to any unauthorized third parties. Under no circumstances shall COMPANY be held responsible for the loss or fraudulent use of a license code. The CLIENT undertakes, on its own behalf and on behalf of its designated users, to immediately notify COMPANY by email at contact@creathor.ai of any use of the license codes deemed fraudulent.

Outside of the Free Trial Period, access to the Solution is provided on a subscription basis for the duration indicated in the Purchase Order or, failing that, as set forth in article 5 of these general terms and conditions.

During the Free Trial Period, access is provided without any commitment, and the CLIENT may terminate the Contract at any time. However, access to the Solution may be suspended in cases of abusive or non-compliant use. At the end of the Free Trial Period, the CLIENT will have the option to formalize its access to the Solution by subscribing to the Contract through a purchase order, for the duration indicated therein or, failing that, as provided in Article 5 of these general terms and conditions.

Access to the Solution is strictly reserved for authorized users and is intended solely for the CLIENT's internal needs.

Article 4 – license to use

Within the framework of the Contract and in exchange for the agreed price, COMPANY grants the CLIENT a non-exclusive, non-transferable license to use the Solution for its professional purposes. During the Free Trial Period, the license is granted free of charge and remains subject to the same usage conditions.

The number of Licenses granted is specified in the Purchase Order or in these general terms and conditions.

COMPANY undertakes to grant the CLIENT as many user Licenses as requested by the CLIENT via an amendment to the purchase order, except in the case of a trial period. The subscription of additional user Licenses will be billed in accordance with the provisions of Article 6 – financial conditions and/or the purchase order.

The right to use the Solution is granted by COMPANY to the CLIENT for the duration of the Contract.

The CLIENT agrees not to use the Solution in any manner contrary to these general terms and conditions.

In particular, the CLIENT is prohibited from:

- Using the Solution for illegal, fraudulent purposes or in a way that infringes upon the rights of others,
- Distributing, publishing, or facilitating the distribution of content that incites violence, terrorism, or any serious harm,
- Publishing or sharing any content of a pedopornographic nature or that promotes the exploitation of minors,
- Undermining the security, integrity, or availability of the systems, networks, or data of the Solution.

Among other commitments, the CLIENT agrees not to:

- Modify or alter the Solution in any way,
- Reverse engineer, decompile, or attempt to extract the source code of the Solution,
- Create products or services derived from the Solution.

COMPANY reserves the right to verify compliance with the above usage limits. In the event of a serious or repeated breach, COMPANY may temporarily suspend access to the Solution until the situation is remedied by the CLIENT, or terminate the Contract.

Article 5 – duration of the Contract

This Contract shall come into force as of the signing of the Purchase Order, or on the date specified in the Purchase Order, for the duration indicated in the Purchase Order. In the absence of a specified duration in the Purchase Order, the duration of the Contract shall be one (1) month, tacitly renewable for successive periods of the same duration unless terminated by either party with five (5) days' notice before the end of the current period, at the following address: contact@creathor.ai.

Article 6 – financial conditions

The provisions of this article apply only outside the Free Trial Period.

In return for providing the Solution, once a Contract is formalized, the CLIENT shall pay COMPANY the budget defined in the Purchase Order signed by the CLIENT.

6.1 payment terms

Invoices issued by COMPANY, once the Contract is formalized, shall be payable within thirty (30) days from their issuance, net and without discount.

In the event of non-payment at the due date, COMPANY may, following a formal notice remaining unheeded for fifteen (15) days, charge the CLIENT interest on arrears at a rate of ten percent (10%) of the amount due, as well as a fixed compensation for collection costs amounting to forty (40) euros ttc, with any legal collection costs being borne by the CLIENT.

In the event of a payment delay exceeding ten (10) days from the due date, the COMPANY reserves the right to suspend the CLIENT's access to the Solution until all outstanding payments are settled. This suspension shall not entitle the CLIENT to any compensation, nor shall it hold the COMPANY liable for any potential consequences arising from such suspension of access.

Article 7 – liability and warranties

7.1 warranties

The Solution is provided "as is" and without any warranty of any kind.

COMPANY does not guarantee that the Solution will meet the CLIENT's specific requirements, nor that its operation will be uninterrupted, error-free, or compatible with all versions and configurations of Adobe After Effects.

COMPANY has no control over updates, modifications, or evolutions of Adobe After Effects and shall not be held liable for any incompatibilities or limitations resulting from technical evolutions of that software.

To the fullest extent permitted by law, COMPANY expressly disclaims any other warranty, whether express or implied, oral or written, including without limitation any implied warranty of title, non-infringement, quiet enjoyment, integration, merchantability, or fitness for a particular purpose. No information, communication, or assistance

provided by COMPANY shall create any additional warranty.

Each party declares that it has taken out liability and professional insurance with a reputable insurer for any damages for which it may be held responsible under this Contract.

Each party further declares that it has paid all due premiums and undertakes to pay any future premiums as required.

Each party agrees to indemnify the other for any direct damages incurred due to the execution of this Contract by the other party.

7.2 liability

COMPANY undertakes to execute the Services entrusted to it under this Contract with the utmost care and in accordance with industry standards. In this respect, COMPANY is required to employ all necessary means to achieve the results expected by the CLIENT under this Contract.

Each party shall be held responsible and must indemnify the other for any damages resulting from its failure or improper performance of any of its obligations under this Contract.

The CLIENT remains solely responsible for: The content, data, information, trademarks concerning its products and services, and, more generally, its business activities, Its employees and compliance with applicable laws.

In the event that COMPANY, its employees, agents, or subcontractors have their liability engaged due to an element attributable to the CLIENT, the latter shall indemnify them immediately for all financial consequences incurred.

In any claim against COMPANY, regardless of the nature or basis of the action:

- Only direct damages shall be liable to compensation. Indirect damages such as loss of CLIENT, commercial disruption, or loss of brand image sustained by the CLIENT are excluded.
- The amount of any compensation charged to COMPANY is expressly limited over the entire duration of this Contract to ten thousand euros (10,000 €), all causes combined.

Article 8 – support and maintenance

8.1 support, availability, and maintenance

COMPANY provides a support service, ensuring the operational continuity and evolution of the functionalities of the Solution.

The Solution is available 24/7, except for any scheduled downtime agreed between COMPANY and the CLIENT, particularly for upgrades, corrections, data uploads, etc. The uptime guaranteed by COMPANY for the functionalities of the Solution is 99.5% over a year.

COMPANY is notified in real time of any technical incidents affecting the Solution and undertakes to take proactive measures to restore and maintain the service.

COMPANY performs maintenance operations to ensure the continuity and quality of the service. Maintenance operations are scheduled once a month. During maintenance, the service may be inaccessible. In the event of scheduled interruptions, COMPANY undertakes to notify the CLIENT at least three (3) days in advance and provide an explanation for the planned intervention. COMPANY will strive to minimize any inconvenience to the CLIENT. COMPANY shall not be held responsible for any impact of service unavailability on the CLIENT's activities, except where the aforementioned notice period is not respected.

8.2 service levels

COMPANY undertakes to maintain the access service and the functionalities of the Solution operational throughout the duration of the Contract. COMPANY will provide responses and corrective actions for any anomalies detected in the Solution under the following conditions:

There are three types of anomalies:

Blocking anomaly: the Solution becomes unusable with no available workaround.

- Major anomaly: a temporary workaround is possible; the Solution functions in a degraded manner.
- Minor anomaly: the user interface is affected without compromising the complete use of the Solution.

From the receipt of the email reporting the anomaly, COMPANY will respond as follows:

- Blocking anomaly: temporary workaround within twenty-four (24) hours and definitive resolution within four (4) business days.
- Major anomaly: temporary workaround within two (2) business days and definitive resolution within five (5) business days.
- Minor anomaly: temporary workaround within eight (8) business days and definitive resolution within twenty (20) business days.

8.3 evolution of functionalities

To continuously improve the quality of the service provided to the CLIENT and to integrate new functionalities into the Solution, COMPANY will regularly implement updates to the Solution.

COMPANY regularly informs the CLIENT and the users of the availability of updates and new versions of the Solution. Updates are not mandatory; the CLIENT and the users may choose not to update. In such cases, they acknowledge and assume the risk that the Solution may not operate optimally or may exhibit reduced performance, and they waive any claim against COMPANY for any degradation in quality or performance resulting from not updating the version used.

Article 9 – intellectual property

Any intellectual property rights acquired by either party from a third party, either prior to or following these provisions, remain the sole property of their respective owner.

COMPANY declares that it holds all the necessary intellectual property rights related to the Solution and the services. The CLIENT holds all intellectual property rights related to the CLIENT content.

Each party shall remain liable to third parties for any obligations and responsibilities related to its rights.

Each party shall retain full ownership of the software, as well as methods, know-how, and tools it possessed before the conclusion of this Contract, as well as those developed independently of the execution of these provisions.

COMPANY retains all rights over the elements, software infrastructures, interfaces, source codes, frameworks, and models used in the operation of the Solution, including those provided to the CLIENT either for a fee or free of charge.

Any translation, adaptation, arrangement, or other modification of the software, as well as the reproduction of the software, is not permitted, nor is the correction of errors affecting the software – the right to correct such errors being exercised exclusively by COMPANY.

No provision of this Contract shall be interpreted as conferring upon either party any right of ownership or exploitation of the elements belonging to the other party, except as expressly provided otherwise.

Article 10 – termination

Either party may terminate this Contract by written notice if the other party fails to perform the provisions and obligations set forth in this Contract, and if such failure continues for thirty (30) days after written notice specifying the breach has been sent by either party.

Furthermore, each party may, by operation of law, terminate the Contract in the event of a breach by the other party of any of its essential obligations, if such breach is not remedied within three (3) days of sending a registered letter with acknowledgment of receipt notifying the breach.

Article 11 – confidentiality

The parties agree that the following shall be treated as strictly confidential under this Contract:

The entire content of this Contract;

- Any information, regardless of its nature, communicated or disclosed by one party to the other, whether in writing or orally, during the negotiation or execution of this Contract;
- All information, in whatever form, to which either party may have access under this Contract.

Consequently, the parties agree to keep such information strictly confidential and not to disclose it to anyone other than those entitled to know it under this Contract. Furthermore, the parties agree to use such information solely for the purpose of executing this Contract.

The parties shall ensure that their employees and subContractors respect this confidentiality commitment.

This confidentiality commitment shall remain in effect throughout the duration of the Contract and for a period of five (5) years after its termination, regardless of the reason for termination.

This confidentiality commitment does not apply to confidential information: (i) that entered the public domain prior to its disclosure or communication; (ii) that enters the public domain after its disclosure without the fault of either party; (iii) that is legitimately obtained from a third party without breaching any confidentiality obligation; (iv) that is independently developed by either party without breaching any confidentiality obligation.

This confidentiality commitment also does not apply to tax, administrative, or judicial authorities, as well as to accountants and auditors, who are bound by confidentiality obligations towards their CLIENTs.

Article 12 – force majeure

For the purposes of this Contract, force majeure refers to any irresistible, unforeseeable, and external event that prevents a party from fulfilling its obligations under this Contract, such as fires, floods, or other natural disasters, the failure of a supplier (provided that it can be demonstrated to be irresistible), or any changes in applicable regulations affecting the performance of this Contract.

If a party invokes force majeure, it must notify the other party by registered letter with acknowledgment of receipt within fifteen (15) business days from the occurrence of the event, which shall initially suspend the performance of the Contract automatically.

If, in the absence of contrary agreement between the parties, the force majeure event persists for more than two (2) months, the Contract shall be automatically terminated without any entitlement to compensation by either party, to the extent permitted by applicable law.

Article 13 – assignment

This Contract may not be assigned, in whole or in part, whether for a fee or free of charge, by either party without the express and prior authorization of the other party.

However, this Contract may be freely transferred by the parties to any company within the digital virgo group and/or to any company that, as part of a restructuring of its capital or activities, would assume its rights and obligations, particularly in the event of a merger, partial asset contribution, or asset sale.

Article 14 – subcontracting

The CLIENT expressly authorizes COMPANY to subContract all or part of the services under this Contract, provided that COMPANY obtains the CLIENT's prior consent.

However, COMPANY shall remain responsible for the proper performance of the tasks carried out by its

subContractors and shall indemnify the CLIENT against any damages resulting from the actions of such subContractors.

Notwithstanding, CLIENT's prior consent is not required if COMPANY wishes to subContract all or part of the services to one of the companies within the digital virgo group.

Article 15 – anti-corruption

The CLIENT undertakes to comply with all applicable national, European, and international laws and regulations regarding anti-corruption.

The CLIENT further undertakes that, as of the effective date of the Contract, its directors, officers, or employees have not offered, promised, given, authorized, solicited, or accepted any financial or other benefit of any kind in any manner, and that it has taken reasonable measures to prevent its subContractors, agents, or any other third party under its control or significant influence from doing so.

Should COMPANY prove that the CLIENT has committed acts of corruption as described above, COMPANY will notify the CLIENT and request that the necessary corrective measures be taken within a reasonable timeframe and be communicated to COMPANY. If no corrective measures are taken, COMPANY may, at its discretion, suspend or terminate the Contract, provided that all amounts Contractually due at the time of suspension or termination shall remain payable, to the extent permitted by applicable law.

Article 16 – personal data

In connection with the provision of the Solution as provided in the purchase order, COMPANY will process various types of personal data.

COMPANY undertakes to comply with the provisions of the general data protection regulation (GDPR).

Details regarding the processing of personal data carried out by COMPANY are specified in the personal data protection policy of addict mobile attached as annex 1 to these general terms and conditions.

Article 17 – independence of the parties

None of the provisions of these general terms and conditions or its annexes shall be interpreted as creating a partnership or joint venture between the parties.

Thus, the parties acknowledge that no subContracting relationship exists between them.

Article 18 – entire agreement

This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous communications, proposals, offers, and agreements related to the same subject. This Contract may only be amended by a subsequent written agreement signed by both parties.

Each Contract is composed of the following documents, listed in descending order of priority:

- The purchase order(s),
- These general terms and conditions.

The provisions of the above Contractual documents represent the entire agreement between the parties with respect to the subject matter of each Contract.

Consequently, for each Contract, they cancel and replace any previous proposal (except as constitutive, if applicable, of any special conditions) or any prior oral or written agreement related to the same subject.

Failure by either party to enforce any provision of this Contract shall not be construed as a waiver of any right under that provision or any other provision.

Furthermore, COMPANY reserves the right to unilaterally modify these general terms and conditions at any time. The latest version will be published on the website <https://creathor.ai>. If COMPANY determines that the proposed modifications will have a significant negative impact on the CLIENT's rights or its use of the Solution, it will notify the CLIENT sufficiently in advance, for example via the service and/or by email to the address associated with the CLIENT's account. By continuing to use the Solution after the modifications become effective, the CLIENT agrees to be bound by the new general terms and conditions.

Article 19 – nullity

If any provision of this Contract is held to be invalid or declared invalid by virtue of a law, regulation, or a final decision of a competent court, the remaining provisions shall continue in full force and effect.

Article 20 – governing law and jurisdiction

This Contract is governed by french law. In the event of any dispute between the parties regarding the interpretation and/or performance of this Contract, exclusive jurisdiction is granted to the paris commercial court, notwithstanding any plurality of defendants or third-party claims, even for urgent or conservatory measures.

ANNEX 1 : addict mobile technology personal data protection policy

1. Objective of the data protection policy

Addict mobile has defined its policy regarding the protection of personal data in compliance with data protection regulations, taking into account European standards in this area, and in particular the general data protection regulation (GDPR).

Through this data protection policy, addict mobile undertakes, in the context of its activities and in accordance with current regulations, to protect the privacy of its CLIENTs (the data subjects) by ensuring the protection, confidentiality, and security of the personal data collected.

Addict mobile commits to providing the necessary financial, human, and technical resources to protect human dignity, legitimate interests, and the fundamental rights of the data subjects.

The main objective of this data protection policy is to consolidate in a single document clear, simple, and precise information regarding the processing of personal data carried out by addict mobile, so that the data subjects can understand what personal information (hereinafter "personal data") is collected about them, how it is used, and what rights they have regarding such data.

Addict mobile reserves the right, at its sole discretion, to modify this data protection policy at any time, to account for evolutions concerning the provided product as well as changes in personal data protection regulations.

2. Identity and contact details of data controllers

In connection with its activities, addict mobile collects and processes the personal data of users of the provided Solution.

In this context, the data controller is addict mobile technology, located at 128 quai de Jemmapes 75010 Paris.

3. Data protection officer

Addict mobile has appointed a data protection officer (DPO).

The DPO's role is to ensure compliance with data protection regulations and to liaise with the CNIL (French data protection authority) and all data subjects regarding the collection or processing of personal data.

The DPO can be contacted by anyone interested at the following postal address: addict mobile technology, 128 quai de Jemmapes, 75010 Paris, or by email at: dpo@addict-mobile.com.

4. Definitions

"anonymization" means the result of processing personal data in such a way as to irreversibly prevent identification.

"CLIENT" means any company or legal entity that has subscribed to the products and services of addict mobile.

"collect" means to gather personal data, which may occur through online forms, questionnaires, or other means.

"consent" means any freely given, specific, informed, and unambiguous indication by which the data subject agrees, by a clear affirmative action, that personal data concerning them may be processed.

"personal data" means any information that can directly identify a natural person (e.g., name, surname, phone number) or indirectly (e.g., IP address, identifier).

"profiling" means any form of automated processing of personal data used to evaluate certain personal aspects relating to a natural person, for example to analyze or predict work performance, economic situation, health, personal preferences, interests, reliability, behavior, location, or movements.

"products or services" means all products and services offered or to be offered by addict mobile (including advertising campaigns).

"prospect" means any person who has contacted addict mobile to receive information about a product or service offered by addict mobile.

"data controller" means the person or organization that, alone or jointly with others, determines the purposes and means of processing personal data.

"processor" means any natural or legal person, service, or other body that processes personal data on behalf of the data controller.

"processing" means any operation or set of operations performed on data, regardless of the means used (including collection, consultation, storage, deletion).

"website users" means individuals who have visited a publisher's website and clicked on an advertising

campaign conducted by addict mobile on behalf of one of its CLIENTs.

“users” means all users of the provided Solution.

5. Context of personal data collection

Addict mobile, as data controller, collects personal data primarily in connection with:

- Establishing a relationship with addict mobile;
- Delivery and management of the provided Solution;
- The relationship between addict mobile, its prospects, its CLIENTs, and its partners;
- Execution of the Contract; and
- Managing the commercial relationship, including handling complaints, etc.
- Fulfilling legal or regulatory obligations specific to the activities of addict mobile, such as tax, audit, and anti-fraud measures.

6. Categories of personal data processed by addict mobile

Personal data processed include:

- Name, surname, email address, and company name for registration and license creation.

Among the personal data collected by addict mobile, the following main categories exist:

Declarative personal data

These are the personal data provided by the data subjects and collected by addict mobile in the context of business or Contractual relationships.

The data are essentially provided by the data subjects or by persons authorized by them.

For example, a data subject may be required to provide their name, surname, contact details, and possibly personal data related to their professional situation. These data may be collected via online forms, paper forms, or in response to questions posed by an addict mobile representative.

Addict mobile will always indicate on the data collection form whether providing the information is mandatory or optional, as well as the consequences of omitting the information.

Operational personal data of the Solution

Personal data necessary for fraud management and identifying the device(s) to which the license is assigned are processed.

For example, data such as the device name, the name and version of the operating system, the operating system language, the mac address, and the ip address (for identifying the country of connection) are collected.

Personal data from third parties

Personal data may also be obtained from:
The data subject's employer; and

Addict mobile's partners, provided that the data subjects have been previously informed of such transfer and, if applicable, their consent has been obtained.

Reference is made to the privacy policies of the partners regarding the processing they carry out as data controllers.

Special categories of personal data

Special categories of personal data are those that reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation.

These special categories of personal data are not processed by addict mobile.

7. Personal data processed by addict mobile

For managing the business relationship, addict mobile mainly processes the following data:

- Name, surname;
- Email address;
- Employer.

For managing fraud and the license, addict mobile processes the following data:

- The device name;
- The name and version of the operating system;
- The operating system language;
- The mac address;
- The ip address (for identifying the country of connection).

8. Recipients of the personal data collected by addict mobile

The personal data collected, as well as those that may be collected later, are intended for addict mobile in its capacity as data controller.

Addict mobile ensures that only authorized persons have access to the personal data of the data subjects and only when necessary for the performance of their duties.

Some personal data may be provided to third parties to comply with legal, regulatory, or Contractual obligations, or upon request by an authority legally entitled to do so.

The categories of recipients of the personal data collected by addict mobile include, among others: financial and accounting services, legal services, commercial services, internal CLIENT relationship departments, subsidiaries of the group to which addict mobile belongs, addict mobile's subContractors, and its partners.

These personal data may be communicated, upon request by the data subjects, to official bodies and to administrative or judicial authorities, or to third parties.

9. SubContracting and data transfers

Personal data are stored in addict mobile's information systems or those of its hosting provider. The personal data are stored in data centers located in Europe.

Addict mobile undertakes to select subContractors and providers that meet the highest quality and security criteria, and that offer sufficient guarantees in terms of reliability, security, and resources, for the implementation of technical and organizational measures.

In the event of transfers to a country outside the European Union, measures ensuring the protection and security of this information will be implemented. Addict mobile takes all necessary and appropriate measures to ensure the security of personal data. Guiding principles for the protection of personal data Gdpr has reinforced the duty to inform data subjects.

10. Lawfulness, fairness, and transparency

Lawfulness

Addict mobile undertakes not to carry out any processing that would be unlawful, considering that lawfulness is assessed based on one of the conditions described below.

Consent of the data subject

Addict mobile may process data when the data subject has consented to the processing of their personal data for one or more specific purposes. This consent may be given in writing, including electronically, or verbally.

Execution of the Contract or pre-Contractual measures

For example, based on the execution of a Contract, addict mobile processes data for managing the Contractual relationship.

Legal and regulatory obligations

In this case, the processing is necessary to comply with a legal or regulatory obligation to which addict mobile is subject.

Legitimate interests of addict mobile or third parties
Legitimate interests pursued by addict mobile or a third party may justify the processing of the data subject's personal data.

The legitimate interests pursued by addict mobile are varied and may include, for example, fraud management or improving the Solution offered by addict mobile.

These processes are carried out while taking into account the fundamental rights of the data subjects, along with measures and safeguards to ensure the protection of these rights in balance with the legitimate interests pursued by addict mobile.
Fairness and transparency

Addict mobile undertakes to provide clear, honest, and transparent information regarding each processing activity it carries out.

Specific, explicit, and legitimate purposes
Personal data are collected and processed continuously by addict mobile for specific, explicit, and legitimate purposes.

Addict mobile uses personal data in accordance with the conditions set forth in this data protection policy and in constant consideration of ethical and security concerns related to the personal data of the data subjects.

Addict mobile uses all or part of the personal data for, among other purposes:

- Managing Contractual relationships with its CLIENTs, suppliers, and other partners;
- Handling complaints;
- Conducting audits (internal and external);
- Fraud prevention;
- Managing, protecting, and securing the provided Solution;
- Measuring quality and satisfaction;
- Analyzing CLIENT and prospect data to improve the services offered;
- Carrying out solicitation campaigns;
- Preparing commercial and marketing statistics;
- Organizing events with its partners;
- Managing requests for the exercise of rights;
- Managing arrears;
- Handling disputes or litigation.

Adequacy, relevance, and limitation

For each processing activity, addict mobile undertakes to ensure that only the personal data strictly necessary for the intended purpose are collected and processed.

Data accuracy

Addict mobile commits to collecting complete and up-to-date data to the extent possible given the circumstances. Accordingly, addict mobile will regularly verify that the collected data are current. Data subjects have the right to request correction of inaccurate data under the conditions provided below.

Data retention and limitation

Addict mobile undertakes not to retain personal data longer than necessary to achieve the purpose for which they were collected. However, addict mobile may retain data for longer if necessary to comply with a legal obligation or to defend, document, or exercise a legal right.

Category of personal data retention period

| N° | Catégories de données personnelles | Règles de conservation active |
|----|-------------------------------------------|-----------------------------------------------------------------------|
| 1. | Vidéosurveillance | 1 mois |
| 2. | Gestion des fichiers clients et prospects | Pour les clients pendant la relation contractuelle augmentée de 3 ans |

| N° | Catégories de données personnelles | Règles de conservation active |
|----|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Pour les prospects 3 ans à compter du dernier contact émanant du prospect |
| 3. | Gestion des contrats | Pendant la relation contractuelle augmentée de 5 ans Pour les contrats conclus par voie électronique pendant la relation contractuelle augmentée de 10 ans |
| 4. | Gestion de la licence | 3 mois après résiliation |
| 5. | Logs applicatifs | 3 mois |
| 6. | Gestion des livraisons | 10 ans |
| 7. | Gestion de la facturation | 10 ans |
| 8. | La comptabilité et en particulier la gestion des comptes clients | 10 ans |
| 9. | Gestion de la newsletter | Jusqu'au désabonnement |

Security and confidentiality commitment

Addict mobile undertakes to implement security measures appropriate to the sensitivity of the personal data to protect them against malicious intrusion, loss, alteration, or unauthorized disclosure.

All premises of addict mobile where personal data are processed are protected electronically and/or physically against unauthorized third-party intrusion.

Addict mobile has adopted internal policies and procedures implementing measures that comply with the principles of data protection by design and by default.

For example, where possible and necessary, addict mobile may pseudonymize personal data.

Data subject rights

Data subjects have the following rights:

- The right of access;
- The right to rectification;
- The right to erasure (or right to be forgotten);
- The right to data portability;
- The right to restrict processing;
- The right to withdraw consent;
- The right to set directives regarding the retention, deletion, and disclosure of their personal data after death.

When the processing is based on legitimate interests, data subjects have the right to object at

any time for reasons related to their specific situation, especially when the processing is intended for direct marketing.

Procedures for exercising these rights

If you have any questions or requests regarding the processing of your personal data by addict mobile, please contact: dpo@addict-mobile.com or write to: 128 quai de jemmapes, 75010 Paris.

In most cases, addict mobile will only require your email address to confirm your identity.

However, addict mobile reserves the right to request additional information (such as proof of identity) if there is reasonable doubt regarding the identity of the requester.

Right to lodge a complaint

Data subjects have the right to file a complaint with a supervisory authority, without prejudice to any other administrative or judicial remedy. Data subjects may file a complaint with the French supervisory authority, the CNIL.