

Terms of Service



Axel.

Effective date : 01/10/2020

1. Subject

The company RampUp identified in the article as "Operator of the Solution and Services, contact" (hereafter: "RampUp") provides a software (hereafter: the "Solution"). This software allows a customer (hereafter: the "Super Administrator") to offer a virtual assistant to their managers. This virtual assistant helps them manage their team through rituals (e.g. one-to-one meetings).

RampUp offers complementary services to the provision of the Solution, described in the article "Description of the Services" (hereinafter: the "Services").

The Solution and the Services are accessible via a Saas (Software as a Service) offer. The employees selected under the conditions set forth in the article "Selection of Collaborators" to use the Solution shall be referred to hereinafter as the "Collaborators".

The purpose of these general terms and conditions is to define the terms and conditions of use of the Solution and the Services, as well as to define the rights and obligations of the parties in this context.

They are accessible and printable at any time via a direct link at the bottom of the page of the site <https://heyaxel.com/> (hereinafter: the "Site").

They may be supplemented, if necessary, by terms of use specific to certain Services, which supplement these general terms and conditions and, in the event of contradiction, prevail over the latter.

2. Operator of the Solution and Services, contact

The Solution and Services are operated by RampUp, SAS registered with the Créteil Trade and Companies Register under no. 840 545 180, whose head office is located at 28 rue du Maréchal Juin 94700 Maisons-Alfort.

RampUp can be contacted at the following address:
28 rue du Maréchal Juin, 94700 Maisons-Alfort
Phone: 0670406716
Email address: hello@heyaxel.com

3. Access to the Site and Services

3.1 Legal capacity

The Solution and Services are accessible:

- To any natural person with full legal capacity to commit under these terms and conditions. The natural person who does not have full legal capacity can only access the Site and Services with the agreement of his legal representative.
- To any legal entity acting through a natural person having the legal capacity to contract in the name and on behalf of the legal entity.

3.2 Solutions and Services for Professionals

The Solution and the Services are intended exclusively for professionals, understood as all natural or legal persons exercising a remunerated activity in a non-occasional manner in all sectors of industry and commerce.

4. Acceptance of general terms and conditions

Acceptance of these terms and conditions is materialized by a checkbox when the Super Administrator selects the Freemium Offer on the Site, as defined in the article "Registration and access to the Solution",

This acceptance can only be full and complete. Any conditional membership is considered null and void. The Super Administrator who does not agree to be bound by these terms and conditions shall not access the Solution or use the Services.

5. Ordering Solution and Services

5.1 Registration to the Solution

- 5.1.1 To access the Solution and the Services, the future Super Administrator must subscribe to the free offer giving him/her access to the Solution during a test period, the duration of which is indicated on the Site (hereinafter: the "Freemium Offer").
- 5.1.2 After subscribing to his offer, the Super Administrator is redirected to the instant messaging tool used within his company (i.e. Slack or Microsoft Teams) from which he must identify himself.

- 5.1.3 Identification on the instant messaging tool automatically leads to the opening of an account on the Solution (hereinafter: the "Super Administrator Account").
- 5.1.4 The Super Administrator accesses the Solution via his instant messaging tool.
- 5.1.5 The Super Administrator can access the Solution at any time after having identified himself on his instant messaging tool using his login credentials.
- 5.1.6 The Super Administrator agrees to use the Services personally and not to allow any third-party to use them in his place or on his behalf, unless he bears full responsibility for them.

5.2 Access to the Solution and selection of Collaborators

It is up to the Super Administrator to select the Collaborators authorized to access and use the Solution, to determine the nature of the accesses given to them, as well as the data and information to which they have access. It is also responsible for designating, among the Employees, the person or persons who will be in charge of administering the Solution (hereinafter: the "Managers").

Once the Solution is installed by the Super Administrator, it is also up to the Managers to select the Employees who have access to the Solution:

- Either by selecting them from the profiles of their existing teams within their Slack or Microsoft Teams environments;
- Or by adding Collaborators manually via their dashboard.

Collaborators access the Solution via their Slack or Microsoft Teams environment.

6. Description of the Services

6.1 Providing the Solution

6.1.1 User license of the Solution

(i) Scope of the license

RampUp grants the Super Administrator a non-exclusive, personal and non-transferable license to use the Solution, in its version existing at the date hereof, as well as its technical documentation, in SaaS mode, for the sole purpose of using the Solution and providing the Services and for the sole Collaborators provided for in the offer, for the entire world and for the duration provided for in the article "Duration".

(ii) Terms of use of the Solution

The aforementioned license is granted for the sole purpose of use of the Solution by the Super Administrator, according to the terms and conditions presented herein and, in the offer, for his own needs and by the Collaborators only.

The Super Administrator shall refrain from and shall ensure that the Collaborators refrain from, as a result of:

- Reproducing, arranging, adapting all or part of the Solution,
- Carrying out any form of commercial exploitation of the Solution with third parties,
- Assigning, providing, lending, renting, sub-licensing or otherwise granting rights to use the Solution, or more generally, to communicate all or part of the Solution to a third party or affiliate,
- Integrating all or part of the Solution into any computer system or any other software solution other than those provided for herein,
- Proceeding with the teletransmission of the Solution, its networking, in particular on the Internet, or its distribution in any other form, without prior written authorization from RampUp.

The right of use is granted to the Super Administrator only subject to the effective payment in full of the prices agreed upon in the article "Financial Terms" herein.

6.1.2 Description of the Solution

(i) Additional Features of the Super Administrator Dashboard

Each Super Administrator has access, when creating the Super Administrator Account, to a dashboard (hereinafter: the "Dashboard").

The Super Administrator enters in the Dashboard all the information about his teams and companies marked as mandatory. Any information not filled in does not allow the use of the Solution and the Services.

The Super Administrator guarantees that all the information he gives in the registration form is accurate, up to date and sincere and is not misleading.

He undertakes to update this information in his Super Administrator Account in the event of changes, so that it always corresponds to the above-mentioned criteria.

The Super Administrator is informed and accepts that the information entered for the purpose of creating or updating his Super Administrator Account is proof of his identity. The information entered by the Super Administrator is binding upon him/her as soon as it is validated.

Through his Dashboard, the Super Administrator has additional functionalities, in addition to those described in the article "Managers Dashboard" below, which allow him to:

- Administer the Solution by managing Manager (add/remove) and Collaborator (remove) licenses;
- Access billing data and invoice history;
- To access and, if necessary, delete information related to his company.

(ii) Dashboard of the Super Administrator and Managers

Each Super Administrator or Manager has access to a Dashboard, in which he can set up surveys and/or questionnaires, allowing him to monitor his managerial activity.

Through the Dashboard, the Super Administrator or Manager can:

- Add / remove Collaborators in his team;
- Activate / deactivate polls on themes chosen by him, customize these polls;
- Create new polls;
- Parameterize activated or created surveys (survey content, date of transmission, transmission schedule, frequency of transmission, recipients);
- Access a bank of questions on different themes to customize existing surveys;
- Activate the "1-on-1" module (tool for preparing, taking notes and reporting on individual interviews with employees);
- Integrate all the "one-on-one" via the automatic creation of individual surveys with each team member;
- Consult survey campaign reports (consultation of the results and answers provided by the Collaborators of its team);
- Access the results and responses of Team Members at the end of the surveys issued via the instant messaging platform;
- Access the profile page of each Team Member;
- Access to the reports of the "one-on-one" on the Collaborator's profile;
- Manage information related to his/her user account (first name, last name, position, professional email address).

The Dashboard is connected to the Slack or Microsoft Teams environment of the Super Administrator in order to allow it to interact with the different Collaborators.

(iii) Statistics

The Super Administrator has access to statistics on the use of the Solution, in a form and according to the functionalities and technical means that RampUp deems most appropriate.

6.2 Solution Hosting

RampUp agrees to host the Super Administrator Account, the Dashboards and any content published by the Super Administrator on his Super Administrator Account in accordance with industry standards and the state of the art, on its own servers or by a professional hosting provider, operating in accordance with industry standards and the state of the art.

In this context, RampUp undertakes to provide the Super Administrator with sufficient storage and processing capacity within the scope of the Services, in accordance with professional standards and the state of the art.

RampUp agrees to implement all technical means, in accordance with the state of the art, necessary to ensure the security and access to the Services, relating to the protection and monitoring of the infrastructures, the control of physical and/or intangible access to said infrastructures, as well as the implementation of detection, prevention and recovery measures to protect the servers from malicious acts.

RampUp also undertakes to take all useful precautions, in view of the nature of the data and the risks presented by the automated data processing implemented for the needs of the Services, to preserve the security of the data, and in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties.

6.3 Technical support

RampUp offers the Super Administrator technical support accessible by email at the following address: hello@heyaxel.com, allowing him to declare any difficulty encountered while using the Services.

6.4 Other Services

RampUp reserves the right to offer any other services it deems useful, in the form and with the functionality and technical means it deems most appropriate to provide such Services.

7. Solution Availability

Given the complexity of the Internet, the inequality of the capacities of the different subnetworks, the influx at certain hours, the various bottlenecks over which RampUp has no control, RampUp's liability will be limited to the operation of its servers, the outer limits of which are the connection points.

RampUp shall not be liable for (i) access speeds to its servers, (ii) external slowdowns to its servers, (iii) poor transmissions due to a failure or malfunction of such networks, and (iv) poor Internet connections.

If necessary, RampUp reserves the right to limit or suspend access to the Solution in order to carry out any maintenance and/or improvement operation. In the event that the Solution is not maintained and/or improved, RampUp undertakes to inform the Super Administrator in advance of such maintenance and/or improvement operations, within a reasonable period of time, by any useful means and in particular by a general informative message on the Solution of such maintenance operations.

Within the framework of these maintenance and/or upgrade operations, RampUp undertakes to make its best efforts to make backups of the contents stored in the Super Administrator Account and/or the Solution.

The Super Administrator acknowledges and accepts that this service level guarantee does not cover any failure or interruption of the Services caused by telecom operators or internet and mobile web service providers or by poor internet coverage or saturation of internet access related to the location of an event.

In any event, it is expressly agreed that the breach of any of the commitments set forth in this Article shall in no event be sanctioned by the termination of the contractual relationship with its Super Administrator, and its liability shall be limited as set forth below in the Article "Liability and Warranty of RampUp".

8. Duration

At the end of the Freemium Offer, the Super Administrator may subscribe to the Services in the form of a subscription (hereinafter: "the Subscription") which may be monthly (hereinafter: "the Monthly Subscription") or yearly (hereinafter: "the Annual Subscription").

The Subscription begins on the first billing day, as set forth in the "Financial Terms" section, for the term subscribed to by the Super Administrator (hereinafter: the "Initial Period").

At the end of the Initial Term, the Subscription is tacitly renewed, unless terminated by RampUp or by the Super Administrator at the latest:

- 3 (three) days prior to the end of the Initial Term when the Super Administrator has taken out a monthly subscription,
- 1 (one) month before the end of the Initial Period when the Super Administrator has taken out an annual subscription.

If the Subscription is renewed at the end of the Initial Term, it is renewed for successive periods of the same duration.

In any event, the termination of the Subscription is made by the Super Administrator via his Super Administrator Account. The Super Administrator will receive an email on the date of termination and will be contacted by any means by RampUp's customer service department no later than 7 (seven) business days after the date of termination of the Subscription.

After the Super Administrator and RampUp's customer service department have exchanged information, the termination will be effective on the last day of the Subscription.

9. Financial terms

9.1 Price

The price of the Subscription is indicated on the Site and is determined according to the number of Collaborators (hereinafter: the "Price").

When the Super Administrator opts for an Annual Subscription, he or she agrees to pay the Price corresponding to a minimum number of users for the duration of the Subscription. The Price must be paid in full on the first billing day of the Annual Subscription.

During the course of the Annual Subscription, the Price is only subject to increase according to the number of Collaborators added by the Super Administrator or Managers.

When the Super Administrator or Managers delete any of the current Annual Subscription Contributors, if the number of current Annual Subscription Contributors is less than originally planned, the full Annual Subscription Price paid remains due.

When the Super Administrator or Managers add additional Collaborators during the Annual Subscription, the licenses of these additional Collaborators are invoiced at the end of each month during which these additional Collaborators have access to the Solution during the Annual Subscription.

When the Super Administrator opts for a Monthly Subscription, the number of licenses used by Collaborators during the month is invoiced at the end of each month.

RampUp reserves the right, at its sole discretion and on terms and conditions that it shall be its sole judge, to propose promotional offers or price reductions.

9.2 Price adjustment

The Price referred to above may be subject to revision by RampUp at any time at its discretion.

The Super Administrator will be notified of such changes by RampUp by any appropriate written means (including email) at least 2 (two) weeks in the case of monthly Subscriptions or 2 (two) months in the case of annual Subscriptions prior to the new Price becoming effective.

Once in effect, the new Price will apply upon renewal of the Subscription.

If the Super Administrator does not accept the new Price, the Super Administrator must terminate the Subscription in accordance with the terms and conditions set forth in the "Term" section. Otherwise, he or she will be deemed to have accepted the new Price.

9.3 Billing

The Price is invoiced annually as part of the Annual Subscription, to which are added, if necessary, monthly invoices when Collaborators are added during the course of the Annual Subscription. These monthly invoices then correspond to the price of additional Collaborator licenses added during Annual Subscription.

The Price is invoiced monthly as part of the Monthly Subscription. All invoices are available within the Super Administrator Account.

The Super Administrator will pay any invoice issued by RampUp within 30 (thirty) days of the end of the month following its issuance.

9.4 Terms of payment

Payment of the Price is made by the payment methods offered on the Site or on the Solution at the time of payment of the Subscription.

The Super Administrator warrants to RampUp that he has the necessary authorizations to use the chosen payment method. He undertakes to take the necessary steps to ensure that payment of the Subscription Price can be made.

9.5 Delays and payment incidents

The Super Administrator is informed and expressly accepts that any delay in the payment of all or part of a sum due on its due date will automatically, without prejudice to the provisions of the article "Penalty for default" and from the day following the date of payment appearing on the invoice :

- (i) the forfeiture of the term of all sums owed by the Super Administrator and their immediate payability;
- (ii) the immediate suspension of the Services in progress until full and complete;
- (iii) the invoicing to the benefit of RampUp of late payment interest at a rate of 3 times (three) the legal interest rate, based on the amount of the total sums owed by the Super Administrator and a fixed indemnity of 40 (forty) € for collection costs, without prejudice to additional compensation if the collection costs actually incurred are higher than this amount.

10. Agreement of proof

The Super Administrator expressly acknowledges and agrees:

- (i) that the data collected on the Solution and RampUp's computer equipment is proof of the reality of the operations carried out in the context of the present agreement,
- (ii) that this data constitutes the main mode of proof admitted between the parties, in particular for the calculation of the sums due to RampUp.

The Super Administrator can access this data by formulating an express request by e-mail to hello@heyaxel.com.

11. Obligations of the Super Administrator

Without prejudice to the other obligations set forth herein, the Super Administrator agrees to comply with the following obligations.

- 11.1 The Super Administrator undertakes, in its use of the Services, to respect the laws and regulations in force and not to infringe upon the rights of third parties or public order.
- 11.2 The Super Administrator acknowledges that he is aware of the characteristics and constraints, particularly technical, of all the Services. He is solely responsible for his use of the Services and that of his Collaborators.
- 11.3 The Super Administrator agrees to make strictly personal use of the Services. Consequently, he shall refrain from assigning, conceding or transferring all or part of his rights or obligations hereunder to a third party in any manner whatsoever.
- 11.4 The Super Administrator undertakes to provide RampUp with all necessary information and, more generally, to cooperate actively with RampUp for the proper execution of these Terms and Conditions.
- 11.5 The Super Administrator is solely responsible for the content of any kind (editorial, graphic, audio, audiovisual or other, including the name and/or image possibly chosen by the Collaborator to identify him/her on the Site) that the Collaborators distribute as part of the Services (hereinafter referred to as the "Content").

He or she warrants to RampUp that he or she has all necessary rights and authorizations to disseminate such Content.

The User agrees that such Content is lawful, does not violate public order, morality, or the rights of third parties, does not violate any law or regulation, and generally will not give rise to any civil or criminal liability on the part of RampUp.

The Super Administrator shall refrain from disseminating, in particular and without limitation, the following list:

- Content that is pornographic, obscene, indecent, offensive or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist,
- Infringing Content,
- Contents that are detrimental to the image of a third party,
- Content that is false, misleading or that proposes or promotes activities unlawful, fraudulent or deceptive,
- Contents harmful to third party computer systems (such as viruses, worms, etc.), (Trojan horses, etc.),
- and more generally Content that may infringe the rights of third parties
- or be detrimental to third parties in any way and in any form whatsoever.

11.6 The Super Administrator must take the necessary steps to back up by its own means the information in the Super Administrator Account that it deems necessary, no copies of which will be provided to it.

11.7 The Super Administrator is informed and accepts that the implementation of the Services requires him to be connected to the Internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.

12. Super Administrator Guarantee

The Super Administrator indemnifies RampUp against any and all claims, actions and/or demands whatsoever that RampUp may suffer as a result of the Super Administrator's and/or the Collaborators' breach of any of its obligations or warranties under these Terms and Conditions.

The Super Administrator agrees to indemnify RampUp for any and all damages it may suffer and to pay to RampUp all costs, charges and/or judgments it may incur as a result.

13. Prohibited behaviors

13.1 It is strictly forbidden to use the Services for the following purposes:

- engaging in activities that are illegal, fraudulent or that infringe the rights or safety of third parties,
- breach of public order or violation of the laws and regulations in force,
- Intrusion into a third party's computer system or any activity that could harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security,

- the sending of unsolicited emails and/or commercial canvassing or solicitation,
- Manipulations intended to improve the referencing of a third-party site,
- aiding or abetting, in any form and in any manner whatsoever, one or more of the acts and activities described above,
- and more generally any practice that diverts the Services to purposes other than those for which they were designed.

13.2 It is strictly forbidden for the Super Administrator and his Collaborators to copy and/or misappropriate for their own purposes or those of third parties the concept, technologies, all or part of the data or any other element of the Solution and the RampUp Site.

13.3 The following are also strictly prohibited: (i) any behavior that may interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusion or attempted intrusion into RampUp's systems, (iii) any detour of the system resources of the Solution and the Site, (iv) any action that imposes a disproportionate load on the Site's infrastructure, (v) any breach of security and authentication measures, (vi) any act that may harm the financial, commercial or moral rights and interests of RampUp or users of its Solution and its Site, and more generally (vii) any breach of these Terms and Conditions.

13.4 It is strictly forbidden to monetize, sell or concede all or part of the access to the Services or the Solution, as well as the information hosted and/or shared therein.

14. Penalties for breaches

In the event of a breach of any of the provisions of these terms and conditions or, more generally, a violation of the laws and regulations in force by the Super Administrator and/or a Collaborator, RampUp reserves the right to take any and all appropriate measures and in particular to:

- (i) Suspend or remove access to the Services and to the Solution of the Super Administrator, author of the breach or infringement, or having participated in it,
- (ii) warn any concerned authority,
- (iii) take any legal action.

15. Liability and Warranty of RampUp

15.1 RampUp undertakes to provide the Services diligently and according to the rules of the art, it being specified that it has an obligation of means, to the exclusion

of any obligation of result, which the Super Administrator expressly acknowledges and accepts.

- 15.2 RampUp has no knowledge of the Contents put online by the Super Administrator and the Collaborators within the framework of the Services, on which it does not carry out any moderation, selection, verification or control of any kind and in respect of which it only acts as a hosting provider.

Consequently, RampUp cannot be held responsible for the Content, the authors of which are third parties, and any possible claim should be directed first and foremost to the author of the Content in question.

Content harmful to a third party may be notified to RampUp in accordance with the terms set forth in Article 6 I 5 of Law 2004-575 of June 21, 2004 on confidence in the digital economy, and RampUp reserves the right to take the measures described in the article "Penalties for breaches".

- 15.3 RampUp is not responsible for any loss of information accessible in the Super Administrator Account, which must save a copy and cannot claim any compensation.

- 15.4 RampUp undertakes to carry out regular checks in order to verify the operation and accessibility of the Solution and the Site. In this respect, RampUp reserves the right to temporarily interrupt access to the Solution or the Site for maintenance reasons. RampUp cannot be held responsible for momentary difficulties or impossibilities of access to the Solution or the Site which would have for origin circumstances which are external to him, the force majeure, or which would be due to disturbances of the telecommunication networks.

- 15.5 RampUp does not warrant to the Super Administrator (i) that the Solution and Services, which are subject to constant research to improve their performance and progress, will be completely free of errors, defects or faults, (ii) that the Solution and Services, being standard and in no way intended solely for the Super Administrator's personal use, will meet his specific needs and expectations.

- 15.6 In any event, the liability that may be incurred by RampUp hereunder is expressly limited to only direct and proven damages suffered by the Super Administrator and its Collaborators.

In any event, RampUp shall not be liable to the Super Administrator and the Collaborators for the payment of damages of any kind whatsoever, whether direct, material, commercial, financial or moral, as a result of the Super Administrator's and the Collaborators' use of the Services, for an amount greater than the amounts invoiced by RampUp as remuneration for the Services that gave rise to its liability at the time the alleged damage occurred. RampUp shall not be liable unless the Super Administrator or the Collaborators have filed a claim, by registered letter with return receipt requested, within one month of such occurrence.

16. RampUp's intellectual property

The systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, trademarks, databases, etc.) used by RampUp within the Solution and the Site are protected by all intellectual property rights or database producer rights in force. Any disassembly, decompilation, decryption, extraction, reuse, copy and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of RampUp are strictly prohibited and may be subject to legal action.

17. Personal data

17.1 General provisions

RampUp and the Super Administrator undertake, each for its own part, to comply with the regulations applicable to personal data and in particular with the general regulation on data protection (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016).

In the context of the Services, RampUp may process personal data relating to the Collaborators. The characteristics of this processing are as follows:

Purpose of personal data processing	Exploitation of the Solution, personal realization Services
Type of personal data treated	Identification data (e.g. surname, first name, email address, telephone number) Data relating to the professional life of Employees
Categories of people involved	Super Administrator; Managers and Collaborators
Duration of treatment	3 years after the last connection to the Solution / use of the Services
Treatment location	Ireland
Subcontractor of the Provider involved in treatment	Hosting Provider Newsletter Sending Provider Log Management Provider Chatbot Provider

The Super Administrator is the controller of such data and is required to comply with the obligations incumbent upon him pursuant to the aforementioned Regulation, in particular as regards the obligation to inform the data subjects, the keeping of the register of the processing operations carried out and, more generally, compliance with the principles deriving from the Regulation.

17.2 RampUp's Obligations to the Super Administrator

RampUp acts as a subcontractor in the implementation of these personal data processing operations. As such, RampUp undertakes to (i) process personal data only for the purpose of executing these terms and conditions, and (ii) comply with the following obligations:

- **Data Processing:**

RampUp agrees to process personal data only for the purpose of performing the Services and in accordance with the documented instructions of the Super Administrator, including with respect to the transfer of data outside the European Union. RampUp undertakes to inform the Super Administrator if, in its opinion, an instruction constitutes a violation of applicable regulations.

- **Data security and confidentiality:**

RampUp undertakes to implement appropriate technical and organizational measures to ensure the security and integrity of personal data, their backup and the restoration of their availability in the event of a physical or technical incident. RampUp also ensures that persons authorized to process personal data are subject to the obligation to maintain its confidentiality.

- **Other subcontractors:**

RampUp undertakes not to use other subcontractors without the prior written authorization, specific or general, of the Super Administrator. In the case of general written authorization, RampUp agrees to inform the Super Administrator of any planned changes regarding the addition or replacement of other subcontractors, with the Super Administrator having the opportunity to object to such changes.

- **Provision of Information:**

RampUp undertakes to respond to any request for information addressed to it by the Super Administrator, whether it is in the context of a request for exercise of rights by data subjects, an impact assessment, or a request made by the data protection authorities or the Super Administrator's data protection officers.

- **Notification of personal data breaches:**

RampUp undertakes to notify the Super Administrator of any violation of personal data within a maximum of 72 hours after becoming aware of it. In the event that the Super Administrator has to notify the competent supervisory authority, RampUp will provide the Super Administrator with all relevant documentation.

- **Conservation of data:**

RampUp undertakes to delete personal data 3 (three) years after the Super Administrator's last connection to the Solution, regardless of the cause, and not to keep a copy.

- **Registry and documentation:**

RampUp keeps a written record of the processing carried out on behalf of its Super Administrators. This register also includes the information relating to these treatments. RampUp makes available to the Super Administrator, upon request, all information necessary to demonstrate compliance with its obligations.

18. Privacy

Each party undertakes to keep strictly confidential the documents, elements, data and information of the other party to which it would be addressee which will be expressly identified by the other party as being confidential. With respect to RampUp, the parties expressly agree that this obligation of confidentiality covers the personal data that RampUp will process for the Super Administrator in connection with the Services. All such information is hereinafter referred to as the "Confidential Information".

The party receiving Confidential Information agrees not to disclose such information without the prior consent of the other party for a period of five (5) years from the end of the performance of the relevant Services. It may only transmit it to employees, collaborators, trainees or consultants if they are bound by the same obligation of confidentiality as provided herein. This obligation does not extend to documents, elements, data and information:

- (i) of which the party receiving them was already aware;
- (ii) which was already public at the time of its communication or which would become public without breach of these terms and conditions;
- (iii) which would have been received from a third party in a lawful manner;
- (iv) whose communication would be required by the judicial authorities, in application of the law and regulations or to establish a party's rights under these terms and conditions.

19. Commercial References

The Super Administrator expressly authorizes RampUp to cite it and to use, if necessary, the reproduction of its trademark or logo as a commercial reference, in particular during demonstrations or events, in its commercial documents and on its website, in any form whatsoever.

20. Modifications

RampUp reserves the right to modify these terms and conditions at any time.

The Super Administrator will be informed of these modifications by any useful means.

The Super Administrator who does not accept the modified terms and conditions must unsubscribe from the Services in accordance with the terms and conditions set forth in the article "Term".

Any Super Administrator who uses the Services after the coming into force of the modified terms and conditions is deemed to have accepted these modifications.

21. Language

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation shall be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

22. Applicable law and jurisdiction

The present general conditions are governed by French law.

In the event of a dispute as to the validity, interpretation and/or execution of these general conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction, unless mandatory procedural rules to the contrary exist.