

KEEEX GENERAL TERMS AND CONDITIONS OF USE

Keeex provides users (the "Users") with web pages (the "Site"), Web Service APIs, applications and infrastructures (collectively the "Software") that can be accessed on <https://keeex.me>, <https://keeex.io>, <https://keeex.com>, <https://keeex.net>. The Software is used to instrument files and documents according to Keeex specifications (i.e. including digital signatures, proofs of integrity, copyright, references, etc.), to search for them, online or locally, read them, trace their versions, share them in an encrypted or non-encrypted form, sign them electronically, time-stamp them, anchor them on a blockchain, maintain a network of contacts, or any other service provided by Keeex (collectively the "Service"). The Service is reserved exclusively for users using this Service for the purpose of their professional activity, whether they are acting on their behalf or on behalf of a third party. The Service cannot be subscribed by a person acting as a non professional individual within the meaning of the French law.

This contract (the "Contract") stipulates the terms and conditions of use that bind you to Keeex for the use of Keeex Services in the absence of any Particular terms negotiated between You and Keeex (as for instance Licence Contracts, Business quotations). The global contract that binds you and Keeex consists in these terms and conditions plus any additional conditions, rules or regulations posted by Keeex on the Site or issued by Keeex for the use of the Service (as for instance and with no limitation some General Terms of Service, a GDPR notice, a Privacy policy). You may also be subject to additional conditions that apply when you use affiliated services, content or software from a third party. You are not allowed to cede the rights or obligations of the Contract without Keeex's prior written consent.

By using the Service in any form, You agree to be subject to the provisions of the Contract. "You" refers to any individual or third party or entity in whose name you use the Service. As a result, "You" represent and guarantee that You are legally able, including being empowered by any entity for which you operate, to understand, accept and apply the terms of the Contract. Keeex reserves the right, at its sole discretion and at any time without notice, to limit, delete or prohibit access to the Service to any person or entity that does not comply with the terms of the Contract, without incurring liability of any kind.

Keeex continuously improves the entire Service and Software. If you have any questions or comments about these Terms, please send an email via the "contact" page on our website: <https://keeex.me/fr/contact/>.

PERSONAL DATA AND GDPR PREAMBLE

The EU's General Data Protection Regulations have been in place since 2018 May the 25th. Keeex obeys the spirit and the letter of the GDPR. Particular:

- Keeex does not trade your data, metadata or activity trails or use such data to train machine learning systems or artificial intelligences.
- In the vast majority of cases, Keeex's web services do not see your data, do not see your metadata and cannot trace your activity, because everything takes place on your own devices (applications, services on premises or mobile apps).
- Keeex takes only the bare minimum amount of data required for your use of software and services: name, first name and email if required, and offers anonymous or pseudonymous services when possible using freely selected digital identities under the sole control of users.
- Keeex encrypts all direct end-to-end exchanges between users with secrets under their sole control, and encrypts all software connections between them and web services using encrypted connections under TLS/SSL.
- Keeex keeps no record of your activity other than strictly necessary for the operation of software and services, and destroys any notification or data encrypted within a maximum of three months.

For further details, please feel free to write to dpo@keeex.net. We maintain summary documents including a personal data registry and our risk management procedures.

ACCESS TO SERVICES

The Services are accessible only to professionals under the French law, having entered into a agreement with Keeex according to the current terms and conditions of use plus further particular terms as required by the consumed service.

The Services are not available to non professional individuals. Notably, any natural person wishing to subscribe to an individual Service, for strictly private use, outside of any professional function, permanently or occasionally, directly or indirectly, is considered as such.

Keeex reserves the right to assess, at any time and on a discretionary basis, the nature of the usage of the Services and to determine whether they obey the terms of the Contract, and to discontinue, suspend or terminate any use of the Services that does not meet the conditions set by Keeex for professional use of the Services. In addition, Keeex reserves the right to offer Services with different terms and conditions depending on whether they are offered free of charge or for a fee.

Any professional must agree to subscribe to the services based on terms negotiated with KeeeX.

In order to allow the service to be used properly and to meet legal obligations, You agree, for any use of the Service, to provide true, accurate, precise, current and complete information about You, as per KeeeX request (this information constituting the "Registration Data"), and You commit throughout the service's usage period, to quickly retain and update your Registration Data to meet the above requirements or to report any changes to KeeeX, dpo@keeex.net. Please note again that KeeeX shall never ask for personal information beyond what is strictly required for operating the Service.

You are responsible for the confidentiality and difficulty of your password, account, or any other identification or secrecy requested by the Services and are fully responsible for any activity that occurs under your password or account.

Your membership status is only for your personal use and You agree to make personal use of the Service. You can't allow other people to use your account. You cannot either use the Service under your personal account for shared corporate group operations, even if a paid license has been signed. This kind of use requires obtaining a specific license dedicated to this activity.

To use the Service and Software, in almost all business situations, end-users are not required to complete a registration process. However, in some cases You may be asked to do so. KeeeX will use all or part of this Registration Data to generate your unique KeeeX ID and/or digital identity based on a pair of keys. This identity will represent you when You process documents, or get in touch with other KeeeX users. A registration can request your first name, name and email address, or valid phone in strict compliance with the constraints of RGPD, hence for the sole need of access to the service. Alternate registration procedures may be offered using, for example, an account ID offered by another operator, or a connection via a company SSO. Fully anonymous connection arrangements may be offered for certain services as long as your identification is not necessary for the provision of the service, in accordance with the rules of the RGPD and within legal limits.

If necessary, your application for registration can be evaluated by KeeeX, which can, at its sole discretion and without prior notification, immediately remove Your Service usage rights and the Software license as long as KeeeX finds, among other things, that your Registration Data is not accurate, not up-to-date or incomplete or unprecise, or if this data does not allow KeeeX for providing the Service.

In terms of the scope, use, protection, sharing, handling, management and processing of the data you provide to KeeeX, including Registration Data, or what KeeeX obtains from Your Use of the Service, KeeeX's Privacy Policy <https://keeex.me/privacy-policy/> is an integral part of the Contract.

YOUR ADMINISTRATOR

You can register your account as a business account, as part of an organization (the "Organization"), which has its own administrators. Administrators may have the right to view, suspend, and monitor your account usage statistics, and any content that is accessible to them via an admin console.

An administrator must also have a KeeeX account, and multiple Administrator accounts can be created in an Organization. It is the Administrator, not KeeeX, who is responsible for the internal management or administration of the Service, with respect to passwords, authentication password phrases and shared secret storages if the Organization's policy stipulates.

SERVICES RATES AND PAYMENT TERMS

The rates of the Services and their terms of payment are those indicated by KeeeX in the quotations, the commercial proposals, or in the contracts signed between You and KeeeX for the Subscribed Services.

INTELLECTUAL PROPERTY

KeeeX retains ownership of the Intellectual Property Rights attached to the Services and the elements and other features implemented by KeeeX for the provision of the Service or the operation of the Site, including copyrights, patents or trademarks associated with the Service, including all related software, logos, texts and graphics, with the exception of User Content (defined below). You agree not to display or use Any KeeeX intellectual property without KeeeX's prior written consent. Furthermore, the Site, or any part of the Service, cannot be reproduced, duplicated, copied, sold, resold, or operated for commercial purposes without KeeeX's explicit written consent. Unauthorized use cancels KeeeX's authorization or license.

No intellectual property rights are granted to you, except for the right for you to use the Services in accordance with the Agreement. You do not acquire any rights to the tools, processes, methods, or other know-how used by KeeeX or a third party under the Contract or any other service to which you may have access. You prohibit yourself from making available to third parties, directly or indirectly, in any capacity, in any form and for any reason, all or part of the Intellectual Property rights to which you may have had access to in the performance of the Contract. You prohibit yourself from using, directly or indirectly, any element of Intellectual Property or other element obtained under the performance of the Contract, to provide any service incorporating all or part of these elements that would harm KeeeX, particularly in terms of competition, the proper functioning of the Service or computer security. KeeeX reserves the right to cease all provision of Service, and to prohibit any exploitation of content or information that has already been provided under the

Contract, without notice or prior information, in the event of a claim by third parties or any holder of intellectual property rights to the content and other information you may have used under the Service, whatever form of this claim, assessed discretionary by Keeex, without compensation due to You or any third party.

Keeex excludes any liability or remedy, direct or indirect, express or implied, legal or conventional, in the claim of intellectual property rights. Keeex cannot be held liable under any circumstances for any consequential or non-consecutive damage, including commercial, technical or financial damage, resulting from the infringement of intellectual property rights under the Agreement.

You retain the intellectual property rights you can claim on your User Content.

In return for your use of the Service, You allow Keeex to use without compensation any feedback, ideas, comments, requests for improvement, recommendations or suggestions (the "Suggestions") that You send to Keeex or post on its forums.

SOFTWARE AND USER LICENSE

Keeex grants You the non-exclusive, revocable and non-transferable right to use Service-related Software (collectively "Licensed Software"), only in strict compliance with these terms of the Contract. You can download, install, and benefit from the features of this Licensed Software in strict compliance with these Terms and Technical Documentation ("Documentation").

Unless agreed or made in specific terms, any license to use Keeex software is subject to a license agreement and valid for one year from the signing, tacitly renewable. To terminate a license agreement, a registered letter with acknowledgement is requested at least three months before the anniversary date.

In the event that the customer does not agree to sign a proposed license agreement but continues using the Keeex Services, then this license agreement will be deemed accepted by the customer.

Your permission to use licensed Software is automatically removed if you violate the Terms of These Terms of Use or the specific terms of the license agreement.

You can't:

- **Remove or modify content from the Service, a notice of non-responsibility or a warning included or listed in a part of the Service, Licensed Software or a copy of the Service.**
- **Analyze, decompile, disassemble, retro design, or attempt to extract all or part of the source code from Licensed Software.**

- Distribute, lease, lease, sell, sublicensing or transfer to any person, all or part of the Licensed Software or Service.
- Allow access to Licensed Software through shareware distribution processes.

Licensed Software may contain third-party, open source or non-open source software components ("Third Components"), and each of them is chosen with reasonably required attention. Keeex recognizes the efforts of open source developers, and what they have done for the community. You can find a list of their names and their copyright notice here: <https://keeex.me/fr/code-et-librairies-tierces-utilisees/>.

You can uninstall the Licensed Software at any time, manually or, when available using your workstation's standard operating system uninstall method. If you need more help to uninstall the Licensed Software, please send a message to support@keeex.net.

SERVICE UPDATE AND MAINTENANCE

The Keeex Service will be optimized, improved, updated in accordance with contractual commitments with its customers.

Keeex is committed to regularly maintaining its own applications and software to enable customers de to enjoy optimal use of services.

However, Keeex does not undertake to maintain an application developed by itself on behalf of a customer. If this maintenance is necessary for the customer, it will be the subject of a specific order and will be stipulated in the operating license agreement based on the financial terms negotiated.

USER CONTENT

You are responsible for any information or other material that you make available to Keeex or any other third party, or that you make available to third parties when you use the Service (collectively, "User Content"). You assert and guarantee that you have sufficient rights to act on your behalf and on behalf of all owners of all rights, titles and interests on any User Content that you make available using the Service.

Keeex takes no responsibility and assumes no liability for any User Content.

RESTRICTIONS OF THE USE OF THE SERVICE

You undertake to respect the Terms of this Contract, and not to use the Service to: (i) interfere with, manipulate, or perform any action that may endanger the integrity of the Service; (ii) interfere with or disrupt the Service, or servers or networks connected to the Service; (iii) retro design or decompile of any element of the Service.

You assert and guarantee that you will not use the Service to download, post, link or transmit hardware containing computer viruses or other machine codes, computer files or programs designed to interrupt, destroy or limit the functionality of any hardware or software or telecommunications equipment.

TERMINATION

Without limitation of other remedies, Keeex may immediately issue a warning, temporarily suspend the Service, suspend or terminate your membership status for an unlimited period of time, or refuse to provide you with the Service if: (i) Keeex is unable to verify or authenticate all information you have provided to it; (ii) you are in breach of this Contract; (iii) Keeex believes that your actions may cause financial loss or other harm, or result in legal liability, yours, that of Keeex or any other third party or user.

You may terminate the Contract for all or part of the Services, subject to payment to Keeex of any amounts due for the use of the Services, including the full amount of the amounts charged for the Services you have subscribed to, or Keeex's compensation for losses (including the loss of expected profits) , damages and charges, or loss of earnings for Keeex resulting from such termination.

DISCLAIMERS AND EXCLUSIVE REMEDIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Keeex EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Keeex MAKES NO WARRANTY THAT (i) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

RESPONSIBILITY

Keeex is bound by the only guarantees defined in the contract, to the exclusion of any other guarantee, explicit or implied, including any guarantee of commercial value, adaptation to a particular use or infringement.

Any service used free of charge will be provided as it is and according to availability.

For the use of its services, whether free or paid, Keeex offers the display of the customer's logo and brand on some of its software and applications. The person in charge of the order, who is likely to accept this option, is obliged to request permission from his hierarchy if

necessary. Otherwise, Keeex could not be held responsible if this display is put in place without the authorization being validated upstream.

As a security measure, in the event of the departure of an employee who was a user of the service, it is the responsibility of the customer company to:

- or deactivate its user account itself.
- or send us a request by email to deactivate the account. This request will be taken into account within two working days.

Keeex is expressly subject to an obligation of means. Keeex can only be held liable in the event of a proven contractual fault established by a judge.

If a monetary conviction were to be imposed against Keeex, for any reason, Keeex's total conviction shall be limited to the amount actually received by Keeex as a whole in the year in which the incident or difficulty leading to liability for the Services directly causing the damage has been observed.

Notwithstanding any contrary disposition in the Contract, any indemnification claims regarding loss of turnover, indirect or non-directly consecutive damages or any harm suffered by the Client or third parties, or the consequences of claims, requests or other actions made by a third party against You or Keeex are excluded.

APPLICABLE LAW AND JURISDICTION

THE CONTRACT IS GOVERNED BY AND SUBJECT TO FRENCH LAW. ANY DISPUTE OR CONTESTATION TO WHICH THE PRESENT CONTRACT MAY GIVE RISE, CONCERNING ITS VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND CONSEQUENCES, WHICH MAY NOT HAVE BEEN SUBJECT TO A FRIENDLY AGREEMENT WITHIN THIRTY DAYS IS SUBMITTED TO THE COURT OF FIRST INSTANCE AT Keeex HEAD OFFICE, EVEN IN CASE OF MORE DEFENDERS AND CALLINGS UNDER WARRANTY.

Thanks for using Keeex!