

JURNEE GENERAL TERMS AND CONDITIONS

PREAMBLE

JURNEE proposes professional solutions for team-building experiences.

SUBJECT

These general terms and conditions of service provisions (hereinafter General Terms and Conditions or GT&C) determine the rights and obligations of the parties related to services provided by JURNEE.

These General Terms and Conditions apply to all services provided by JURNEE.

The Customer acknowledges to have received the necessary information to be sure that JURNEE services meets its needs. The Customer declares that he has read all of these General Terms and Conditions and accepts them without restriction or reservation.

STRUCTURE OF THE CONTRACT

These GT&C will be supplemented by the Specific Conditions which are specified in the commercial proposal provided by Jurnee, agreed with the Customer to form the Contract (hereafter GT&C or Contract).

In the event of any contradiction between the terms of the GT&C and Specific Conditions, the terms of Specific Conditions shall prevail.

DURATION OF THE CONTRACT

This Contract shall come into force on the date of their acceptance by the parties, for the duration provided for in the Specific Conditions.

COLLABORATION OF THE PARTIES

The performance of any service requires an active and regular collaboration between the Customer and JURNEE.

JURNEE will make every effort to ensure the smooth running of the service. If during the course of the service a difficulty arises, JURNEE undertakes to take, in Contract with the Customer, the necessary measures to implement an appropriate solution.

As part of its obligation to collaborate, it is up to the Customer to designate a person in charge who is able to coordinate the use of JURNEE's services. The Customer undertakes to inform its employees about the use of JURNEE and to encourage them to use the JURNEE application.

More generally, the Customer undertakes to provide JURNEE with all the elements necessary for a good knowledge of its organisation and all data useful for the performance of the service.

SCHEDULE

The schedule and deadlines for the performance of services are set out in the Specific Conditions.

Any delay due to the Customer, as a result of inaccurate or incomplete information communicated to JURNEE, a lack of collaboration and, more generally, the non-performance of a contractual clause, may not be attributed to JURNEE.

INTELLECTUAL PROPERTY

Pre-existing elements: if tools, methods, works, software, know-how or other elements susceptible of intellectual property, of one or the other party are used, even partially, within the framework of the services, object of the present GC&T, the said elements remain the exclusive property of the party who is the holder, the other party having to subscribe the adequate Contracts or licenses to benefit from their legitimate use.

Ownership of the elements developed by JURNEE within the framework of the services: JURNEE is the owner of the intellectual property rights on the elements, in particular software, applications and documentation, in its capacity as author or holder of the intellectual property rights.

The customer has a non-exclusive and non-transferable right to use the application, during the duration and purpose of this Contract, to the exclusion of any other intellectual property right.

If the service, or any of its elements, is the subject of an action for infringement, the Customer undertakes to inform JURNEE without delay and at the latest within five (5) working days of receipt of the extrajudicial act informing it of the existence of the alleged infringement. Failing this, the liability of JURNEE shall not be taken in any way. If the Customer informs JURNEE within the said period, JURNEE shall, at its own expense, defend the Customer, who undertakes, if necessary and to the best of its ability, to provide JURNEE with any assistance the latter may require.

In the event that the prohibition of use of all or part of the elements is pronounced as a result of an infringement action, or results from a transaction signed with the plaintiff in the infringement action, JURNEE shall endeavor, at its choice and at its expense, either to obtain the right for the Customer to continue using the elements, or to replace the elements so as to avoid the said infringement.

SUBCONTRACTING

Furthermore, it is expressly agreed between the parties that JURNEE is entitled to use possible subcontractors. JURNEE undertakes to ensure that subcontractors comply with the obligations of this contract.

DATA PROTECTION

General provisions: the parties undertake to respect the protection of personal data, in compliance with French and European regulations on personal data. The parties agree that the Customer is the controller for processing data relating to its employees and that JURNEE is a subcontractor under this Contract. In the context of performing the services subject to this Contract, JURNEE, in its capacity as a processor, may have access to personal data within the meaning of the regulations relating to the protection of personal data and in particular European Regulation 2016/679 of April 27, 2016 relating to personal data (hereinafter GDPR). JURNEE may thus be required to process such data or have access to it on behalf of its Customer, the data controller, for the sole purpose of performing said services and for the duration of this contract.

The personal data that may be processed in the context of this Contract is data relating to the identity, professional contact details of persons, employees of the Customer, the location and occupation of offices and connection data, and more generally all personal data that may be necessary for the performance of this Contract.

Commitments of the Customer: the Customer, in its capacity as data controller, is responsible for the processing of personal data implemented or carried out within the framework of the performance of the services provided for in this contract. It guarantees JURNEE compliance with the provisions of European Union law and French law regarding the processing of personal data.

The Customer formulates, if necessary, and provides in the Specific Conditions the instructions relating to the execution of this contract, and in particular to the processing of personal data to be implemented in this context on its behalf by JURNEE.

The Customer, undertakes to comply with the following conditions:

- the lawful, fair and transparent nature of the collection and processing of personal data (in particular, informing the persons concerned, or even obtaining the consent of the said persons concerned when such consent is required in particular because of the purpose or methods of processing or the data collected and processed). In this respect, the Customer shall communicate to JURNEE any information or consent that it deems useful to bring to the attention of the data subjects concerned during any personal data collection operations that may be carried out by JURNEE on behalf of the Customer,

- that data is only processed for a specific, explicit and legitimate purpose, and that they are not processed for subsequent purposes incompatible with this initial purpose,
- that the personal data collected and processed in the context of the performance of the services provided for in this contract are adequate, relevant, not excessive and limited to what is necessary for the purposes pursued, and that the collection of such data is not unlawful,
- the quality, timeliness, updating and accuracy of such data,
- that personal data is kept in a form that permits identification of the persons concerned only for a period not exceeding that necessary for the purposes for which it is processed. In this respect, it is also incumbent on the Customer to determine and communicate to JURNEE the desired retention periods for the personal data processed so that they can be implemented in the context of the performance of the services provided for in this contract, subject to any provisions to the contrary of a regulatory, legal or contractual nature imposing on JURNEE another retention period for personal data,
- that the authorizations to personal data are strictly limited to users who have the need to know them, based on the rule of least privilege,
- respect for the rights of the data subjects (rights of access, rectification, erasure, restriction, limitation, portability and objection) and to respond in the manner and within the time limits set forth in the provisions applicable to requests made in this regard by the data subjects.

The Customer releases JURNEE from any claim from data subjects whose data is processed by JURNEE solely for the purpose of performing the services provided for in this contract.

In its capacity as data controller, the Customer undertakes to make available to JURNEE all the information and elements necessary for the latter to comply with its own obligations regarding the protection of personal data.

Commitments of Jurnee:in its capacity as a subcontractor, JURNEE will assist Customer in the performance of its obligations under this Contract and undertakes:

- not to process and/or consult the said personal data for purposes other than the performance of its obligations to perform the services on behalf of the Customer under this contract,
- to appoint a representative for any questions relating to data protection, who can be contacted at the following address: hello@jurnee.io.
- to comply with the obligations regarding the security and confidentiality of personal data,
- to assist the Customer in the possible carrying out of risk impact analyses of processing implemented within the framework of the services on the protection of personal data if the nature of the processing requires it and of the possible prior consultation of the supervisory authority that may be necessary if applicable,

- to assist the Customer in managing requests to exercise the rights recognized to the data subject by JURNEE with regard to the protection of personal data (rights of access, rectification, erasure, restriction, limitation, portability and objection) and the responses to be provided. The response to such requests is not the responsibility of JURNEE. Therefore, the latter will not itself respond to such requests. However, it will inform the Customer, by any means, of any such request received. JURNEE will also communicate to the Customer, upon its written request, any information in its possession requested by the Customer and which would be necessary for the latter to process the requests and to prepare appropriate responses to said requests for the exercise of their rights by the data subjects,
- to assist the Customer in complying with the obligation to notify the supervisory authority and to inform the data subject in the event of a breach of personal data, namely any breach of security leading accidentally or unlawfully to the destruction, loss, alteration, disclosure or unauthorized access to personal data being processed. These obligations are not the responsibility of JURNEE. Therefore, JURNEE will not itself make this notification to the supervisory authority or inform the data subjects. However, JURNEE will inform the Customer, by any means, as soon as possible after it becomes aware of any violation of personal data. JURNEE will also communicate to the Customer, upon its written request, any information in its possession requested by the Customer and which would be necessary for the latter to proceed with the aforementioned notification and information when required,
- to process and/or consult such personal data only within the framework of the Customer's documented instructions, including with regard to transfers of personal data to a third country, unless it is required to do so under the law of the European Union or of a Member State to which JURNEE is subject; in this case, JURNEE will inform the Customer of this obligation prior to the processing of the personal data, unless the law concerned prohibits such information for important reasons of public interest,
- to take all useful precautions in order to preserve the security of personal data, to ensure that this data is not distorted, damaged, that unauthorized third parties have access to them, and to prevent any access that is not previously authorized by the Customer,
- to take all measures to ensure the continued confidentiality, integrity, availability and resilience of the processing systems and services used, to restore the availability of and access to personal data within appropriate time frames in the event of a physical or technical incident, and to regularly test, analyze and evaluate the effectiveness of these measures,
- to ensure that persons authorized to process personal data are subject to an appropriate contractual or legal obligation of confidentiality,
- and, at the end of the contract, in accordance with the Customer's instructions, to proceed with the return of personal data processed on the Customer's behalf and the destruction of any

files storing such data, including any copies thereof, unless European Union law or French law requires JURNEE to retain such personal data.

JURNEE further undertakes to inform the Customer immediately if, in its opinion, an instruction constitutes a violation of the provisions of European Union law or other provisions of the law of the Member States relating to the protection of personal data to which JURNEE would be subject.

FINANCIAL CONDITIONS

Services pricing is specified in Specific Conditions.

Payments are due by Customer to JURNEE in full for the applicable period, including in the event of termination.

The prices of the services of JURNEE appearing in the Specific Conditions are indicated in Euros or in Pounds excluding taxes. If the taxes in force were to be modified, the prices are likely to be modified to take these modifications into account.

LATE PAYMENT

In the event of total or partial non-payment of the services, the Customer shall pay JURNEE a late payment penalty equal to three times the legal interest rate.

The legal interest rate used is that in force on the day the service concerned is started. This penalty will be calculated on the amount including tax of the amount remaining due and will apply as of the due date of the price without any prior formal notice being necessary. In addition to the late payment penalties, any sum, including the deposit, not paid by the due date will automatically result in the payment of a fixed penalty of forty (40) euros due for collection costs.

If, within fifteen days following the implementation of the late payment clause, the Customer has not paid the sums remaining due, this Contract may be terminated by JURNEE by operation of law and may give rise to an award of damages to the benefit of JURNEE.

CANCELLATION

In case of cancellation by the Customer of an event organized by Jurnee, full benefits are due to Jurnee, because of prior organization and commitment of Jurnee with its providers.

LIABILITY

JURNEE undertakes to carry out the contractual obligations at its charge with all possible care customary in the profession and to comply with the rules of art.

JURNEE is responsible for its services in accordance with the terms of the present Contract and is subject to an obligation of means. JURNEE is not liable for indirect or possible damages. JURNEE is only liable for the services it provides and is not liable for any shortcomings of third parties.

In the event that JURNEE is held liable, the parties expressly agree that, all amounts combined, JURNEE cannot be held to pay an amount higher than the price of the service actually paid by the Customer during the past calendar year.

FORCE MAJEURE

JURNEE liability will not be implemented if the non-execution or delay in the execution of one of its obligations described in these GT&C results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of the French Civil Code.

CONFIDENTIALITY

Each of the parties undertakes to implement the appropriate means to keep the most absolute confidentiality on the information designated as confidential by the other party, and to which it would have access during the execution of this contract.

Each of the parties undertakes to ensure that this obligation is respected by its employees, subsidiaries and any subcontractors.

This obligation of confidentiality will become null and void if the information falls into the public domain without the intervention of the party that received the information.

TERMINATION

The present contract may be terminated, at the initiative of either party, in the event of proven non-performance by the other party, and this at the end of a period of twenty (20) working days following an unsuccessful formal notice to remedy the default in question, notwithstanding the termination conditions provided for in application of late payment.

The present contract may also be terminated if the Customer is subject to judiciary redress processing or liquidation proceedings, except for the right of the judiciary administrator to require the continuation of the current contracts.

GENERAL PROVISIONS

Entire Contract: The parties acknowledge that this Contract constitutes the entire Contract between them and supersedes any and all prior offers, provisions or Contracts, written or oral.

Modification of the Contract: No subsequent document or modification of the Contract in any form whatsoever shall be effective between the parties without taking the form of an amendment duly dated and signed by them.

Assignment of the Contract: this contract is concluded in consideration of the person of the Customer, who may not substitute third parties in the performance of the said services, except with the prior written Contract of JURNEE.

Referencing: the Customer authorizes JURNEE to mention its name and logo on a reference list that it may communicate to its prospects.

Nullity: if any of the provisions of this Contract is found to be null and void with respect to a rule of law in force or a court decision that has become final, it shall be deemed to be unwritten, without invalidating the Contract or affecting the validity of its other provisions.

Waiver: the fact that either party does not claim the application of any clause of the contract or acquiesces to its non-performance, whether permanently or temporarily, shall not be interpreted as a waiver by that party of the rights deriving from it from the said clause.

Customer address: the Customer declares that its official address is appearing in the Specific Conditions.

LITIGATION

Any dispute relating to the interpretation and execution of the present GT&C is subject to French law. Failing amicable resolution, the dispute will be brought before the courts of the jurisdiction of the Court of Appeal of Paris.