



Terms and Conditions of Sale and Use – Sigilium

Version 1.4

Identification

The Sigilium Website is owned by Sigilium company, a French limited liability company (*Société à Responsabilité Limitée*) with a capital of 7,000 Euros, incorporated at 141 avenue de Wagram 75017 Paris, France. Sigilium is registered under the number B 809 637 382, in the Paris Trade and Companies Register, and represented by its manager Thomas Darde.

Preamble

These Terms and Conditions of Sale and Use (TCSU) apply to the use of the Sigilium Website accessible at www.sigilium.com and to all services offered on the Website by the Company.

Any user of the Website agrees to be bound by the TCSU.

Art. 1 : Definitions

Capitalized terms convey the meaning described below:

Client : Any company or legal entity looking to benefit from the service offered by the Company through its website www.sigilium.com. In this document, the term "Client" includes any user depending on the Client or any User authorized by the Client to use the Service. The Client must ensure that all users agree to and comply with the TCSU.

Contrat : The Contract includes the quotes, the TCSU and any appendix.

Client Data : Include all data transferred by the Client for the execution of the Service (contact details, announcements, etc.).

Occasional User : Any individual accessing the Website by clicking on a Client signature or announcement. Contact Details: All corporate data used to identify or contact a user (name, family name, function, email, landline number, mobile phone number, facsimile number, professional social media, and any other contact detail provided by a client).

Contact details : All corporate data used to identify or contact a user (name, family name, function, email, landline number, mobile phone number, facsimile number, professional social media, and any other contact detail provided by a client).

Service : Service offered by Sigilium to the Client through the use of the Website.

Website : The website accessible at sigilium.com which infrastructure is developed by the Company following electronic formats usable on the Internet including data of various nature, including texts, sounds, still and moving images, videos, databases, to be viewed by the User and Client.

Company : Sigilium company, a French limited liability company (*Société à Responsabilité Limitée*) with a capital of 7,000 Euros incorporated at 141 avenue de Wagram, 75017 Paris,



France, registered under number B 809 637 382, in the Paris Trade and Companies Register and represented by its manager Thomas Darde.

Art. 2 : Purpose

This document describes the Terms and Conditions of Sale and Use (TCSU) of the Service and defines the terms and conditions of use of the Service by the Client. For all intents, the use of the Service is subject to approval of these TCSU.

The Client agrees to have read the TCSU before complying, and agrees to comply with the TCSU unconditionally.

Art. 3 : Prevailing conditions, Acceptation and Modification

3.1 Prevailing conditions

The Service is provided following quote signature and according to the TCSU. The TCSU prevail over any other condition in any other document, except prior express and written exemption.

3.2. Acceptation – Duration

A quote is sent to the Client. The quote describes the rate and the one-year contract period starting on the day of acceptance of the quote by the Client (French contracts must bear the mention "Bon pour Accord", meaning "Approved"). The Contract may be renewed on mutual agreement for the same one-year duration indefinitely, except in case of notification sent by registered mail one (1) month before mutual renewal at the latest.

These TCSU are joined to the quote. Agreeing to the quote involves the agreement to the present document. The Client must ensure that all users who depend on him/her agree to and comply with the TCSU.

Art. 4 : Registration to the Service

Registration to the Service is available to any kind of entity: companies, foundations or associations. The Client may give access to the Services to the users who wish to be granted access and who are approved by the Client in order to use a customized signature, according to the Client's indications. The Client is responsible for all activity of any user connected through him/her.

The use of the Service is subject to the signature of a quote, which leads to the full acceptance of these TCSU. A trial period may be granted to the Client before signature of the quote. This period will be free of charge and limited to one (1) month, and the Client must comply with the TCSU during the trial period.

In order to use the Service, the Client must provide various contact details. In this regard, the Client agrees to provide accurate, complete, honest and precise information. In case of a change of the situation described during the account creation, the Client agrees to update his/her information on the related interface.

The Company will not be held liable if it has not been notified about a change of situation or wrong information about the Client. A single natural or legal person is not authorized to open multiple accounts on the Website prior to signing a new contract.



The use of an account is strictly personal. A Client opening an account on the Website and who, by this mean, agrees to the TCSU described in this document, becomes the holder of the account and may access it by using a username and password of his/her choice. This password may be changed at any time on the Website interface.

The username/password combination is strictly personal. It is the Client's duty to ensure the privacy of this combination which allows him/her to access the Service.

In the case where the account holder has lost/forgotten his/her password, he/she may ask to restore it on the Website or ask the Company to send an encrypted link in order to access his/her personal space.

The Client agrees not to disclose identification and password information to anyone, or lend, give, sell and in broader sense make available the account and/or password to any third party, for any reason whatsoever. If any of these cases should occur, the Company will not be held liable in case of fraudulent use of the information.

In case of fraudulent use of the username and/or password of the Client as a result of a fault or negligence of the Client or one of the users under his/her supervision, the Client will be held liable towards the Company for any loss or damage of data of any kind, and more broadly for any damage incurred by any use of the service not complying with the rules set in the TCSU.

The Company reserves the right to engage lawsuits and to file a claim for damages against any individual who tries to cheat, mislead or fraudulently use the services of the Company, or to generate assets or benefits by ways of fraudulent or disloyal action.

Art. 5 : Personal Data

The information collected by the Company for the purpose of identification, invoicing, information, improvement or simply to operate the Service ("Personal Data") is reported to the French Commission Nationale de l'Informatique et des Libertés (CNIL). Data included in signatures and contact sheets will only be disclosed to Occasional Users to whom the Client has sent emails.

The Client agrees to be registered on the list of client references of the Company (company name and corresponding logo) for commercial reference purposes.

In order to improve the relevance of its services, the Company saves statistical and non-personal data in relation with the use of the Service (frequency of use, quantity and type of data entered).

In compliance with the French Data Protection Act (Loi Informatique et Liberté), the Company agrees (i) to use Client Personal Data only for Service operation purposes and thus (ii) not to publish, disclose or transfer any information regarding the Client without his prior consent.

The Client has the right to access and modify his/her Personal Data and may exercise his/her right at the following address: 141 avenue de Wagram - 75017 Paris, France.

Art. 6 : Service

6.1. Description

The Company makes available to the Client an external management service of his/her email signatures in order to assess the visibility and audience of the messages linked to the email signatures.

Every email signature is made of 2 sections: a contact details section and an announcement section.

The Client must ensure that the professional contact details included in the signatures match the function in the company.



The Service is a platform for the centralized management of corporate email signatures. It may be executed on two levels: administrator and user.

Administrators are chosen by the Client. Starting from the day an administrator is no longer an employee or corporate officer of the Client, he/she will no longer be an administrator.

Administrators have access to all or part of email signatures depending on the Client and may edit or modify any contact detail.

They may also administer and affect announcements appearing below the Client's contact details.

Each user has access to his/her corporate contact details and may edit them at any time in a personal space on the Platform. The user is an employee or a contract agent of the Client. As soon as this function is terminated, the user may no longer use the Service. The Client is responsible for the action of users who depend on him/her and must inform the Company at the soonest possible when a third party who is not an employee or contract agent of the Client accesses the Service. As soon as the account of a user is closed, his/her signature is replaced in all the emails in which it used to appear by the company name of the Client.

The Client is sole responsible for the announcements and their contents, and for the signatures.

6.2 Service Access

In order to access the Service, the Client must login to the Website and enter his/her email address and password.

6.3 Invoicing - Payment

The Client will receive a price list before the signature of the contract.

The price of the Service is shown on the quote signed by the Client. Payment for the service may be made by check or wire transfer to Sigilium in compliance with the conditions mentioned on the quote and agreed by signature. Bank details will be provided upon acceptance of the quote.

All amounts must be paid to the Service Provider within thirty (30) days following the date of issuance of the invoice.

Notwithstanding possible damages, a payment default by the Client of an invoice after its deadline leads ipso jure to the application of (i) late-payment interests equal to three times the legal interest rate without prior formal notice and from the first day payment became overdue, plus bank and management fees, and (ii) a flat-rate compensation for outstanding fees due to the Service Provider of 40€ when amounts due are paid beyond the payment deadline.

Art.7 : License and Copyright

7.1. Client Data

The Client is the sole owner of the Client Data and is liable for its content. Data transferred by the Client are still owned by the Client. The Client grants a free, non-exclusive and worldwide license for the adaptation, reproduction, and representation of the data transferred to Sigilium to operate the Services. The license expires upon termination of the contract.

7.2. Company Data

Except for Client Data, the Company is sole owner of the Service and all its contents. The Company only grants a non-exclusive, non-transferable and temporary right to use the Service to each user Client.



All contents of the Website, software, computer programs, products, interface graphics or any other item in relation with the Service provided by the Company are protected by copyrights held exclusively by the Company. Contents cannot be reproduced, translated, transcribed or modified by any mean or form without prior written agreement from the Company. The Client is not authorized to copy, modify, distribute, publish, transfer or create derivative works of any aspect of the contents.

Access to the Service is granted through a non-exclusive, paid (price per user specified on the quote) license limited in time by the duration of the Contract. Granted Licenses do not generate any right over the contents of the websites, computer programs, software and products in relation with the Service provided by the Company, or over the related logos and other names, logos, icons and brands identifying the products and services of the Company. Those must not be used without prior written consent from the Company.

Art. 8: Privacy

The Company will not use, publish or distribute to any third party the Client Data, for any reason, without the express consent of the Client.

By using the Service, the Client will transfer file or text information and documents to the Company. The Client remains sole owner of said information. The Company does not make any claim regarding the ownership of said information. These TCSU do not grant any right over said information or intellectual property, except in the case of limited rights required for the appropriate operation of the Service.

The Client agrees not to disclose any information regarding the Service. These information are confidential and constitute trade secrets to this regard.

Art. 9 : Statistics

The Company will transfer statistics about the activity of Occasional users to the Client on a quarterly basis about:

- The number of clicks on an announcement;
- The display time of an announcement;
- The number of users displaying an announcement.

The statistics are anonymous and are carried out without placing any cookie on the Occasional User's computer.

Art. 10 : Validity and Protection of Client Data

In compliance with the law and the state of the art, the Company strives to employ every appropriate means in order to ensure the protection and privacy of the collection, storage and processing of Client Data. This obligation of means includes among others Client Data retention on secure infrastructures. The Client agrees to keep a copy of transferred Data.

Contact sheets including contact details of the signatories are only accessible to recipients of emails including a signature by clicking on the signature. In no way the contact sheets are referenced by a search engine.

The hosting of Data is subcontracted to AWS company, which terms and conditions may be sent to the Client on demand. AWS makes a cloud infrastructure available to Sigilium, in their Parisian Datacenter for the data collected in relation to the Services.

Art. 11 : Service Termination, Data Deletion

The Contract may be terminated without fault by sending a registered mail or email, to the condition of complying with a one (1) month notice. In the case of a termination as a consequence of a fault, the Contract will be terminated without the need of a notice period, after a formal notice having received no effect after fifteen (15) days.

Once the Contract is terminated, whether after expiration or early termination, source with an external data source will be disabled, signature insertion in new emails will be disabled.

Once the Contract is terminated, whether after expiration or early termination, the Client will be informed that the signatures will disappear from all relevant emails. Deletion will be effective within a 3-months period.

After the notice period, on demand of the Client, the Company agrees to delete all Data on its servers. The Client will be informed that this deletion may take between three (3) and six (6) months and lead to the termination of signatures display.

Art. 12 : Client Obligations and Liability

The Client confirms that he/she has the necessary technical knowledge to ensure a correct administration of the Service, particularly regarding the handling of Data.

The Client is sole responsible for the use of the Service.

The Company shall not be held liable for any default in the operation of the Service as a consequence of a wrongful use of the Service by the Client.

The Client is sole responsible for the use of the Service, the content of Client Data, the information transferred, disseminated or collected, their exploitation and update, and of any file, such as contact details files. Each Client agrees to:

- ensure the accuracy of the information transferred;
- never operate any alteration, reproduction, correction, arrangement, modification or dissemination of the Service;
- ensure the compliance of data with regards to regulation and rights of possible third parties, to seek to obtain all necessary authorization by him/herself and protect the Company against any third party action;
- comply with third party rights, personality rights, intellectual property rights such as copyrights, patent rights and trademarks rights.

As a consequence, the Company will not be held liable for the content of Client Data transferred, disseminated or collected, for their use or for their update.

The Client agrees not to use the Service to make accessible to the public any content over which he/she would not have any right and that would breach clauses regarding copyrights or intellectual property rights.

The Company warns the Client about the legal consequences that may arise from unlawful activities on the Service, and waives any joint liability about the use of data made accessible to the public by the Client. The Client agrees not to use the Service for illegal or unlawful purposes such as: spamming, intrusion or attempted intrusion from the Service (non-exhaustive examples include ports scans, sniffing, spoofing, etc.). In such cases, the Company has the right to immediately terminate the contract in its own right, without prejudice to the right of compensation due to direct or indirect damages suffered by the Company.

The Client will be sole responsible for a fault in the Service operation due to any use by users he/she has authorized, members of his/her staff or any individual to whom he/she has



transferred his/her password(s). As such, the Client alone will suffer the consequences of the loss of said password(s).

It is the Client's duty to pay the Company the same amount as described in invoices.

Otherwise, the Company has the right to suspend the Service without prior notice.

The Company reserves the right to undertake controls regarding compliance of the use by the Client of the Service with this clauses.

The Client agrees to use this Service in a reasonable manner. In case of abnormal use of the Service, breach of the current TCSU and unpaid invoices, the Company will send a letter of formal notice to the Client. If said formal notice is not followed by effects within fifteen (15) days, the Contract may be terminated without prior notice or payment of compensation, and the Company has the right to file suit against the Client to claim compensation for possible damages incurred.

Art. 13 : Disclaimer

The Company agrees by obligation of means that the Website will be accessible 24/7, except in case of maintenance. The Company will not be held liable if its unavailability is due to the Client, a third party (such as a hosting provider) or a case of force majeure.

The Company agrees by obligation of means that all signatures appear and will be updated as soon as the administrator wishes so. If the Service can't be operated (major bug preventing the creation or modification of a signature or announcement), the Client agrees to notify the Company immediately by calling at +331 83 64 02 13. If the issue remains unsolved more than 24 hours, monthly invoicing will be reduced for the number of Users concerned in proportion to the duration during which the Service could not be operated.

Overall, in no case the Company will be held liable for a prejudice caused by the Client, a third party or an event of force majeure.

The Company will not be held liable for a wrongful use of the Service by the Client or in case of theft or compromise of login data by, whether by a third party or an event of force majeure.

The Company will not be held liable for any indirect and/or unforeseeable damage (loss of turnover, clients, opportunities, etc.).

The Company only has an obligation of means regarding the access to services depending on the Internet with regards to duties in this document.

The Parties expressly agree that the Company will not be held liable for Service downtimes or damages in relation with:

- A case of force majeure or a decision from authorities;
- A failure of transmission line or power due to the operation of public or private operators;
- An abnormal or fraudulent use by the Client or third parties requiring the interruption of the Service for security reasons;
- A dysfunction of hosted hardware or software solutions or of the Internet network access of the Client;
- An intrusion or the fraudulent maintenance of a third party in the system or the unlawful extraction of Data in spite of the implementation of security means compliant with current technical data, the provider being only subject to an obligation of means regarding known securing techniques.
- The operation of the Internet network, or the telephone or wired network for Internet access being not implemented by the Provider.

The Company will not be held liable for indirect damages not directly and exclusively resulting from a failure of the Website.

In the case where the Company is held liable, the amount of the compensation or damages the Company may need to pay to the Client will not be higher than the total amount of the invoices the Client has paid to the Company.

Art. 14 : Maintenance

The provider undertakes a maintenance of the Website in order to correct possible technical anomalies in relation with one or several signatures that are not caused by a use of the Platform not complying with this document.

The Client will inform the Provider by email as soon as he/she finds a bug. The Provider will undertake the maintenance (correction) of a blocking bug within one (1) working day. The email is taken into account the day it arrives, if this occurs between 9:00 am and 6:00 pm CET.

The operation of the Service may be temporarily interrupted to undertake maintenance or update operations:

- without prior notice before 7:00 am and after 10:00 pm CET in case of absolute necessity;
- with a 24 hours prior notice that will take the form of an information banner on the Website homepage in the case of an operation that may exceed thirty (30) minutes before and after working hours.

Art. 15 : Service Interruption

The Company has the right to interrupt the Service of the Client if it is considered as a potential hazard to the maintenance of the security of the Company host platform, particularly in case of hacking of the Client Service, detection of security breach in the system or use of the Service to means non-compliant with general or particular conditions of the Company.

Art. 16 : Force Majeure

Any event beyond the control of the parties and impossible to reasonably predict and overcome is considered as an event of force majeure. As such, the Company will not be held liable for delays or the non-performance of contractual obligations resulting from the occurrence of event beyond its control, such as: act of God, meteorological disturbance, absence or interruption of power supply, lightning or fire, decision from a competent authority, war, public disorder, act or absence of act from a telecom operator, downtime of Internet network, or other event beyond the reasonable control of the Company. Any event of such nature occurring after the conclusion of the Contract and preventing the operation in normal conditions of the service is considered as a cause for waiving all or part of the parties' obligations. As a result, the Company will not be held liable for service interruption that would occur as a consequence.

Art. 17 : Intuitu Personae

This Contract can't be transferred by the Client to any third party for any reason (particularly in case of change of control of the Client) without prior written consent from the Company.

In addition, each Party holds the management, supervision and liability of its company. This Contract will have no effect over the independence of each party and does not create a subordinate relationship, representation bound or proxy between the parties or regarding a third party.

Art. 18 : Assignment

The Company may assign all or part of the execution of this Contract, and subcontract all or part of the Services to a company regularly approved by the Company as a subcontractor.



Art. 19 : Severability

If a clause of these TCSU is deemed void or unenforceable as per applicable law, any other clause will be deemed fully applicable.

Art. 20 : Applicable Law - Competent Court

In case of a litigation between the Client and the Company or conflict over the interpretation or application or in case of dispute regarding the Contract, the litigation or conflict will be subject to French law.

Before any legal remedy, Parties agree to attempt a conciliation.

IF THE CLIENT IS A TRADE COMPANY, ANY CASE OF LITIGATION WILL BE SUBJECT TO THE PARIS COMMERCIAL COURT (TRIBUNAL DE COMMERCE DE PARIS).

Version 1.3

Contract made in Paris, on Tuesday 15th of December 2015

Updated on Wednesday 15th of november 2023. (version 1.3)

Updated on Wednesday 22th of april 2024. (version 1.4)