

General Terms and Conditions of Sale (GTCS)

These General Terms and Conditions of Sale are current as of 1st March 2024.

These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") are offered by DIGITICA (hereinafter referred to as the "Company"), a simplified joint stock company with capital of 62,897.00 euros, registered with the Toulouse Trade and Companies Register under number 809 022 643, whose registered office is located at 12 rue Louis Renault 31130 Balma, France. Its e-mail address is hello@axonaut.com and its individual intra-Community VAT identification number is FR 95809022643.

The publication director is Mr. Nicolas Ricard.

1. Definitions

Axonaut: Software as a Service (SaaS) and a customer relationship management tool for businesses.

Client: A legal entity represented by a natural person, who has approved these Terms and Conditions and who benefits from Axonaut's services through a paying subscription. The Client may also be a sole proprietor or an auto-entrepreneur. These Terms and Conditions concern business-to-business (B-to-B) transactions and govern only transactions between businesses, rather than between a business and an individual consumer.

Platform: Website accessible at axonaut.com and "Axonaut" mobile application, published by the Company, as well as all their graphic, sound, visual, software and textual components. The Platform is the exclusive property of the Company.

Prospect: A legal entity represented by a natural person who subscribes to a trial period offered by the Company with a view to using the Services. The Prospect may also be a sole proprietor or a self-employed entrepreneur.

Services: The use of Axonaut and all its functionalities including but not limited to:

- Quote management
- Billing program
- Automated cash monitoring solution
- Administrative management
- Purchase order follow-up
- Online project management
- Ticket management and after-sales service
- Stock management
- Marketing campaign management
- Personnel management



User: All categories of users of the Platform. The following are therefore considered to be Users:

- Customers
- Prospects

Visitor: Any natural person (representing or not a legal entity), accessing the website at axonaut.com to discover the Services, by any means and on various media (computer and mobile phone).

2.Object

The purpose of these GTCS is to define all the conditions under which the Company markets the Services as offered for sale on the Platform to Users. They therefore apply to any order for products and/or Services placed on the Platform by the User.

Before using the Platform and ordering the Services, the Customer must ensure that they have the technical and IT resources to enable them to use the Platform and order the Services, and that their browser allows secure access to the Platform. The Customer must also ensure that the computer configuration of its hardware/equipment is in good condition, recent, not obsolete, does not contain viruses and complies with the required specifications.

3.Application and enforceability

- 3.1. The Customer declares that they have read and accepted these GTCS before placing their order.
- 3.2. Validation of the order therefore implies acceptance of these GTCS. These Terms and Conditions are regularly updated. The applicable Terms and Conditions are those in force on the Platform on the date the order is placed.
- 3.3. In the absence of express acceptance, any condition to the contrary laid down by the Customer will therefore be unenforceable against the Company, regardless of the time at which it may have been brought to its attention.
- 3.4. The fact that the Company does not avail itself of any provision of these GTCS at a given time may not be interpreted as a waiver of the right to avail itself of any provision of these GTCS at a later date.
- 3.5. If any clause of the GTCS is declared invalid, this will not affect the validity of the other clauses of the GTCS.

4.Ordering services

- 4.1. The Services offered for sale are described and presented as accurately as possible on the axonaut.com website. Nevertheless, any variation or difference in the presentation of the products and/or Services does not engage the responsibility of the Company and does not affect the validity of the sale.
- 4.2. The Company reserves the right to correct the content of the Platform at any time.
- 4.3. The Customer selects the Service(s) they wish to purchase and can access the order summary at any time.
- 4.4. The order summary lists the Service(s) that the Customer has selected and includes any additional charges such as the price of delivery in addition to the price of the Service(s) or Order services. The Customer has the possibility of modifying their order and correcting any errors before accepting their order.



- 4.5. After accessing the summary of their order, the Customer confirms acceptance of their order by clicking on the order validation button. The words "Order subject to payment" or a similar unambiguous wording will appear next to the order validation button to ensure that the Customer explicitly acknowledges their obligation to pay for the order.
- 4.6. Once the GTCS have been accepted and the order validated, including the obligation to pay, the contract is validly concluded between the Company and the Customer and is irrevocably binding on both parties.
- 4.7. Once the order has been confirmed, the Customer enters their billing details to proceed with payment.
- 4.8. In the event of any modification (change of company name, address, logo, etc.) affecting the order in progress, the Customer shall inform the Company of the new updated contact details as soon as possible and by any means.
- 4.9. In the event that a Service/functionality is unavailable, the Company may supply the Customer with another of equivalent or higher quality and price than that initially ordered, subject to the Customer's express agreement
- 4.10. Once the Customer's details have been validated, the Customer pays for the order in accordance with the terms and conditions set out below.

5. Prices and terms of payment for the order

- 5.1. Prices are stated on the Platform in the description of the Services, in euros and exclusive of tax. The prices indicated in the order are deemed to be firm and final.
- 5.2. The prices indicated in the order do not include optional and chargeable services; optional and chargeable services include but are not limited to:
 - the use of electronic signatures
 - sending mail and/or text messages
 - the use of marketing campaigns
 - adding bank account(s) beyond the first one
 - adding additional user(s)

The price of each of these services is displayed on the Platform before they are activated.

- 5.3. The total amount is indicated in the order summary, before the Customer accepts these GTCS, validates the order and proceeds to payment. This total amount is indicated inclusive of all taxes.
- 5.4. Orders for Services on the Platform are payable in euros. Payment must be made in full on the day the order is placed by the Customer, by bank card, unless special conditions of sale are expressly accepted by the Customer and the Company.
- 5.5. Any Client benefiting from financial support from a private or public organization for the purchase of an Axonaut subscription must first make payment to the Company in accordance with these GTCS. Any request for reimbursement by the Client must be made directly to the concerned organization. The Company cannot be held responsible for incomplete, non-compliant or rejected applications. The Client remains committed to the Company and may not obtain any reimbursement whatsoever.
- 5.6. In the event of payment by bank card, the Platform uses a security system. This system guarantees that the Customer's bank details remain completely confidential. The credit card transaction between the Customer and the secure system is therefore fully encrypted and protected.
- 5.7. The Customer authorizes the Platform to use their bank details for monthly or annual subscriptions initially paid for by credit card.
- 5.8. Any subscription that has expired is automatically renewed by a monthly payment by credit card. The Customer expressly accepts these automatic payments and authorizes the use of their bank details, unless otherwise stated when they took out the subscription. If the Customer wishes to cancel the automatic renewal, they may do so directly from their customer area and/or contact Customer Services before the



renewal date. Cancellation of the subscription or service does not entitle the Customer to a partial or total refund for the current period.

- 5.9. The Customer guarantees the Company that they have the necessary authorizations to use the method of payment when placing the order.
- 5.10. The Company reserves the right to suspend or cancel any execution and/or delivery of an order, regardless of its nature and level of execution, in the event of non-payment or partial payment of any sum owed by the Customer to the Company, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the Platform and the payment of an order.
- 5.11. Any user who can connect during the billing period is counted as an active user and is billed in accordance with the price established between the Client and the Company. Only the accounts of users who are deactivated for the entire period are excluded from billing.

6.Delivery and availability

- 6.1. The Services offered for sale on the Platform may be made available to Customers throughout the world, subject to any technical restrictions.
- 6.2. The Services ordered will be made available to the Customer as soon as the Company receives payment by bank card, and within a maximum of 10 days for any other means of payment.

7.Customer service

- 7.1. For any request for information, clarification or complaint, the Client must first contact the Company's customer service department, to enable the latter to examine the problem and attempt to resolve it to the best of its personal, technical and material abilities. The Company undertakes to do its utmost to send the Client, by e-mail, a precise diagnosis of the malfunction encountered as soon as possible. The Company's obligation is an obligation of means.
- 7.2. The Customer acknowledges that Customer Service can only be accessed by email at the address specified on the Axonaut website and/or via the User's customer area. Any request for support must be made via the customer area. However, Axonaut reserves the right to set up other means of communication for Customer Service at its sole discretion.
- 7.3. The Company's customer service can be reached using the following contact details:
 - Email: support@axonaut.com
 - Mail: 2460 L'Occitane, Regent Park 2, 31670 Labège, France

8.Customer obligations

- 8.1. The Customer undertakes to comply with the terms of these GTCS.
- 8.2. The Customer undertakes to use the Platform and/or the Services in accordance with the Company's instructions.
- 8.3. The User undertakes to be polite when using the support provided by the Company. Any request for support must be made in a courteous and respectful manner. Any use of insults or threats, at the Company's discretion, will automatically result in the support request being closed, without prejudice to the other rights and remedies available to the Company.
- 8.4. The User agrees that they will only use the Platform and/or the Services for their own purposes, in accordance with these GTCS. In this respect, the Customer agrees to refrain from:



- Using the Platform and/or Services in any way that is unlawful, for any purpose that is unlawful or in any way that is incompatible with these GTCS.
 - Selling, copying, reproducing, renting, lending, distributing, transferring or licensing all or part of the content appearing on the Platform and/or the Services provided by the Company or decompiling, reverse engineering, disassembling, modifying, displaying in Client-readable form, attempting to discover any source code or using any software enabling or comprising all or part of the Platform and/or the Company's Services.
 - Attempting to obtain unauthorized access to the computer system of the Platform and/or Services or engaging in any activity that disrupts, diminishes the quality of or interferes with the performance or deteriorates the functionalities of the Platform and/or the Company's Services.
 - Using the Platform and/or Services for abusive purposes by deliberately introducing viruses or any other malicious program and attempting to gain unauthorized access to the Platform and/or Services.
 - Infringing the Company's intellectual property rights relating to the Platform and/or the Services.
 - Denigrating the Platform, the Company and/or the Company's Services and/or to publish disparaging notices on review sites and/or social networks.
 - Any disproportionate use that results in excessive use of the Company's servers and/or may cause inconvenience or disruption (including, but not limited to, bandwidth, processor usage, use of disk space).
- 8.5. If, for any reason whatsoever, the Company considers that the Customer is in breach of these GTCS, the Company may, at any time and at its sole discretion, withdraw the Customer's access to the Platform and/or Services and inform the Customer by e-mail, post or telephone within one month and take all measures, including civil and criminal legal action, against the Customer.

9. Guarantees

The Company provides the Service as is and undertakes solely as part of an obligation of means to provide the Services offered on the Platform to the Customer in an optimal state of operation, subject to the technical capabilities of the Customer's equipment.

10. Liability

- 10.1. The Company shall take all appropriate measures to ensure that the Services are provided to the Customer under optimum conditions. However, under no circumstances may the Company be held liable for any failure to perform or improper performance of all or part of the services provided for in the contract, which is attributable either to the Customer, or to the unforeseeable and insurmountable act of a third party outside the contract, or to a case of force majeure as defined by case law and article 1218 of the French Civil Code. More generally, if the Company were to be held liable, it could under no circumstances agree to compensate the Customer for indirect damage or damage whose existence and/or quantum could not be established by evidence.
- 10.2. The Company shall not be liable to the Client for any indirect, special, incidental, punitive or consequential damages of any kind whatsoever (including loss of profit) regardless of the form of action, whether in contract, tort (including negligence), strict liability or liability related to the Service, even if the Client has been advised of the possibility of such damages. Furthermore, under no



circumstances shall the Company's liability for any damage arising from or in connection with these general terms and conditions exceed the amount of the relevant order giving rise to liability, paid by the Client to the Company.

- 10.3. The Company takes all appropriate measures to guarantee the security of data on the Platform and in connection with the Services offered and sold. This is an obligation of means. Therefore, in the event of data loss, the Company shall not be liable for any damage caused by the loss of data, which it is the Customer's responsibility to back up.
- 10.4. The Platform may contain links to other sites not edited or controlled by the Company, which may not be held responsible for the operation, content or any element present on or obtained via these sites.
- 10.5. The establishment of such links or the reference to any information, articles or Services provided by a third party cannot and must not be interpreted as an express or tacit endorsement by the Company of these sites and elements or their content.
- 10.6. The Company is not responsible for the availability of these websites and cannot control their content or validate the advertising and other information published on them.
- 10.7. It is expressly stipulated that the Company may not under any circumstances be held liable, in any way whatsoever, in the event that the Customer's computer equipment or electronic mailbox rejects electronic mail sent by the Company, for example as a result of anti-spam software.
- 10.8. The Customer is fully aware of the provisions of this article and in particular of the aforementioned guarantees and limitations of liability, which are essential conditions without which the Company would never have entered into a contract.

11. Intellectual property

- 11.1. All elements of the Platform are protected by copyright, trademark law, designs and models and/or all other intellectual property rights. These elements are the exclusive property of the Company. All these rights are reserved worldwide.
- 11.2. The AXONAUT name and trademark, logos, designs, stylized letters, figurative trademarks and all signs represented on the Platform are and shall remain the exclusive property of the Company.
- 11.3. No title or right whatsoever in any element or software shall be obtained by downloading or copying elements of the Platform. It is strictly forbidden for the Customer to reproduce (other than for their own personal, non-commercial use), publish, edit, transmit, distribute, display or remove, delete, add to, modify or do any work based on the Platform and the elements and software it contains, nor sell or participate in any sale in connection with the Platform, the site elements or any related software.
- 11.4. The Company grants the Client a non-exclusive license to use the Platform and the Services offered by the Company in SaaS mode. This license is strictly personal and may not under any circumstances be assigned or transferred to any third party whatsoever. The license is granted for the duration of use of the Platform and Services in the country in which the Client is established.
- 11.5. Any use by the Customer of the company names, trademarks and distinctive signs belonging to the Company is strictly prohibited unless the Company has given its express prior consent.

12. Newsletter

- 12.1. By accepting these conditions, the Customer accepts that the Company may send them, at a frequency and in a form determined by the Company, a newsletter which may contain information relating to its activity.



- 12.2. When the Customer completes the registration process on the Platform, they agree to receive commercial offers from the Company for products or Services similar to those subscribed to.

13.Right of withdrawal

The Customer has no right of withdrawal in respect of the Services provided by the Company via the Platform; the Services are provided as soon as payment is received by the Company. The Client is solely responsible for the test period for the Services, which is free of charge and without obligation, enabling the suitability of the Services for the Client's needs to be validated.

14.Language, applicable law and jurisdiction

- 14.1. These GTCS are drawn up in French.
- 14.2. These GTCS shall be governed by and construed in accordance with French law.
- 14.3. In the event of any dispute arising out of or in connection with the interpretation and/or performance of these GTCS, the Parties undertake to use their best endeavors to attempt to reach an amicable settlement. Should such an amicable settlement fail within sixty days, the Parties intend to submit any dispute to the exclusive and personal jurisdiction of the Courts of Toulouse.
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APPENDIX 1: PROTECTION OF PERSONAL DATA

A. Personal data

1. The Company attaches great importance to respect for privacy and takes all necessary measures to ensure the confidentiality and security of the personal data of Customers and users of the Services.
2. As part of providing the Services, the Company collects personal data from Customers, including the following:
 - Email address
 - First name
 - Name
 - Postal address
 - Country
 - Password
 - Consumption data

To this end, the processing of Customer data has been registered with the CNIL under number 1831129.

3. The Company collects and processes Customer data for the following purposes:
 - Provision of Services on the Platform
 - Order management
 - Information about the Company and its activities
 - Response to any questions or complaints from Customers
 - Drawing up statistics
 - Management of requests for rights of access, rectification and opposition
 - Management of unpaid bills and disputes
4. Data relating to the management of Customers' personal data is kept for the strictly necessary period (i.e. four years after collection or the last contact with the Customer) as defined by the French Data Protection Act as amended by Regulation (EU) 2016/679 of 27 April 2016, which came into force on 25 May 2018, on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
5. The Customer retains ownership of the data transmitted to the Company. Apart from the cases referred to in these GTCS, the Company undertakes not to pass them on to third parties.
6. Customer data is processed by the Company and by its partners and subcontractors.
7. The Company may also communicate data in order to cooperate with administrative and judicial authorities.
8. The Company ensures that the Customer's personal data is adequately and appropriately secured and has taken the necessary precautions to preserve the security and confidentiality of the data and, in particular, to prevent it from being distorted, damaged or communicated to unauthorized persons. The Customer acknowledges and accepts that this is only an obligation of means.

B. Obligations and/or rights of Users

1. Users acknowledge that the personal data they disclose is valid, up-to-date and appropriate.



2. Users undertake not to infringe the privacy, image or protection of personal data of any third party and therefore not to communicate to the Company the data of third parties without their consent.
3. Lastly, in accordance with the French Data Protection Act of 6th January 1978, as amended by Regulation (EU) 2016/679 of 27 April 2016, Users have the right to access, rectify, delete and port their data, as well as the right to object on legitimate grounds to the processing of their data collected and processed by the Company, by contacting the Company directly at the following email address: hello@axonaut.com.

C. Obligations and/or rights of Users

1. In the event of termination of the contract or closure of the account, the host must also retain for a period of one year from the date of termination of the contract or closure of the account the information provided when the User signs a contract (Order) or creates an account, i.e.:
 - When the account is created: the login for this connection
 - Full name or company name
 - Associated postal addresses
 - The pseudonyms used
 - Associated e-mail or account addresses
 - Telephone numbers
 - The most recently updated version of the password and the information needed to check or change it
2. Each computer connected to the Internet has an IP address. Whenever a Customer browses the Platform, the Company collects the Customer's IP address in order to analyze the traffic on the Platform and to monitor the Customer's activity on the Platform to ensure that the Customer does not carry out any acts that may infringe the GTCS set out on the Platform.
3. Pursuant to Decree no. 2011-219 of 25 February 2011 on the retention and communication of data identifying any person who has contributed to the creation of content placed online, the Customer is hereby informed that the site host is obliged to retain for a period of one year from the date of creation of the content, for each operation contributing to the creation of content:
 - The identifier of the connection at the origin of the communication
 - The identifier assigned by the information system to the content that is the subject of the operation
 - The types of protocols used to connect to the service and transfer content
 - The nature of the operation
 - The date and time of the operation
 - The identifier used by the originator of the transaction where this has been provided
4. In accordance with the General Tax Code, data relating to invoices and payments is kept for six years for use by the tax authorities.

D. Cookies and statistical tools

1. The Company may use cookies when Customers use the Platform.
2. In accordance with CNIL deliberation no. 2013-378 of 5th December 2013, the Company also informs Customers that cookies record certain information that is stored in the memory of their computer hardware/equipment. This information is used to improve the use and operation of the Platform.



E. Cookies and statistical tools

1. The Customer undertakes not to undermine the security of the Platform. To this end, they undertake not to access and/or maintain the Company's information system fraudulently. Nor may the Client damage or hinder the Company's information system. Should the Client fail to do so, the Company may take any measure against it and, in particular, incur criminal liability under articles 323-1 et seq. of the French Penal Code.
2. Use of the Platform and transfer of information received from Google APIs to any other application will be in accordance with the [Google API Services User Data Policy](#), including any limited use requirements.

For further information, please refer to our current data protection policy.

