



Terms of Service

Article 1: Subject

The purpose of these Terms of Service (the "Terms") is to detail the responsibilities of Clust Technologies S.A.S ("Us", "We", "Clust", "Our") as a service provider and your obligations as a customer ("You", "Your", "Sender").

We'll write them in plain English so that they are easy to understand. Clust will evolve with Senders feedback; hence, We reserves the right to change these terms anytime (We'll let you know what we've changed and when via email one (1) month before all changes apply). You are responsible for reviewing and becoming familiar with any such modifications, and your use of the Services following such notification constitutes your acceptance of the modified terms and conditions.

By accepting these terms & conditions or using Clust you acknowledge that you have read, understood and agree to be bound by them. You accept that they are a contract between You and Clust, ruling your use of the Service and taking the place of any prior agreements between you and Clust.

If you are using the Services on behalf of an organization or entity ("Organization"), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, "you" and "your" refers to you and that Organization.

Article 2 : Definition

"User": Refers to any natural or legal person, having access to the Clust services either to collect, consult, download, or share Documents.

Users can be of several types:

-**"Senders"**: these are the users linked to the same Clust subscriber account. They may be directors, managers or Agents and have a right to collect, manage or share Documents.

-**"Clients"**: these are non-subscriber users, recipients of client requests.

-**"Third-party users"**: these are non-subscribers who have the right to consult or download the documents previously sent by the depositing users. This right is attributed to them by the collecting users in the context of the request and according to their own assessment factors.

"Subscriber": Refers to a professional, natural or legal person, collecting user on the platform, and holder of a subscription to the services of the company Clust.

"Subscription": refers to the contract subscribed between the Sender and Clust. It can be monthly or yearly.

“Clust”: Refers to the company known as Clust Technologies SAS, which is currently being registered in the Paris Register of Trade and Companies, designer and owner of the Clust.com platform.

“Documents”: refers to the forms, files, attestations, vouchers or any other documents of the users requested, collected, shared and processed by a Sender using Clust.

“Dossiers”: refers to client Request, a collection file created on Clust by a user in order to collect or transmit a list of documents and thus facilitate for the user, the advancement of a process, a procedure or the signature of a contract.

The list of Documents related to a Dossier is managed by the collecting user from the platform. Therefore the Collecting User is the owner of a Dossier.

“Platform”: refers to the website "Clust.com" through which the services of the company Clust are provided to the users.

Article 3: Offers of the Platform

Clust provides several offers in order to facilitate the sharing, collection and storage of documents necessary for the creation of an administrative or commercial file. Monthly and annual subscriptions allowing you to requests, upload, view, download and collect documents.

Clust Hassle-Free Offer™ permits subscribers to register their lists of documents to be provided made available in electronic format (by email or via the platform) or paper (by mail) by Clust’s teams.

3.1. Online Subscription:

The subscriber may subscribe to the Clust website by following the procedure below:

- (1) Go to the website of Clust available on the Internet address www.clust.com;
- (2) Complete the form on the service registration page;
- (3) Subscribe to a monthly or annual subscription in progress or at the end of the trial period;

3.2 Duration and termination

The subscription is concluded between Clust and the subscriber for a fixed term of one (1) month without obligation or one (1) year unless otherwise specified in the subscription offer provided by Clust. At the expiration of this period, the subscription is tacitly renewed for a period equal to that of the initial commitment.

It is possible that Clust offers its customers targeted and fixed-term marketing promotional offers.

The subscription, may be terminated at any time by either party without notice. Any subscription started is due for the defined period.

To close your account, the Subscriber is invited to send us an email to contact@Clust.com with the subject ' termination ' as well as the reason for cancellation in the body of the email.

3.3. Signing in to the platform by users

Clust designates the users who are authorized to connect to the platform systematically and on request of the customer. The user list sent to the client will allow three types of rights to be assigned: Administrator, Manager or Agent.

Without creating an account, depositing users have the ability to protect their document collection page by creating a unique and personal password.

Article 4: Description of the services offered by Clust

4.1. Services related to the usage of the platform

Clust makes available to users a secure software (SaaS), in the form of a web platform, allowing the management and exchange of documents. The scope of the services provided by Clust in connection with a subscription depends on the offer chosen.

Clust, within the framework of the services of the platform, is responsible for the collection of documents: whether by scanning documents received in paper format or by uploading documents received in electronic format.

As part of the proposed service offer via the platform, any user has, according to his previously defined rights, the possibility of:

- Managing a list of third-party users,
- Downloading and managing the documents of the applicant users who have authorized it,
- Sharing the list of documents with other depositors or third-party users
- Inviting other users to register on the platform and subscribing to a subscription.

Article 5 : Clust's Missions on the platform

5.1. Closing-Suspension of accounts

Clust reserves the right to suspend and/or close the accounts of the users, without their prior agreement, in two cases:

- **Inactive accounts.**

User remained inactive for a period of six (6) months. In this case, the user account will no longer be available or accessible on the platform.

- **Filing or requesting an illegal document.**

In case of doubt or anomaly identified by Clust concerning the activity carried out on the platform, Clust reserves the right to notify the competent courts.

Disabling the user's account will be notified by Clust via e-mail.

No compensation or reimbursement of the subscription will be owed to the user in view of the harm and risk suffered by Clust. Clust reserves the right to refuse the re-registration of a user who has deposited or sent an illegal document or an unlawful activity.

5.2. Maintenance

5.2.1. In connection with the provision of its platform, Clust carries out the following maintenance services. Maintenance refers to maintaining the platform in operational conditions, in accordance with the specifications indicated in these Terms and Conditions.

Clust provides preventive, corrective, adaptive and scalable maintenance services of the platform according to the terms and conditions defined in this article. Clust cannot be held responsible for an interruption of service linked to the Internet network.

As such, the Subscriber acknowledges the knowledge and awareness of the technical risks inherent in the Internet and of the interruptions of access that can result and of which Clust cannot be responsible.

Similarly, the Subscriber acknowledges and accepts that the use of the platform may be interrupted for the purpose of performing maintenance operations and/or updating. Clust will make every effort to ensure that these operations are as short and as rare as possible and inform the Subscriber at a minimum of twenty-four (24) hours prior to the completion of the operation concerned.

In no event shall Clust be liable for any possible impact whatsoever arising from this unavailability on the activities of the Subscriber.

Clust will make any necessary modification, adaptation, test or operation on the platform in order to correct any malfunction, to maintain and extend the duration of use of the platform without major malfunction.

The Subscriber agrees to immediately report to Clust, any anomaly encountered in the use of the platform via the form provided for this purpose on the platform or by e-mail

at the address contact@clust.com or by contacting the assistance Telephone number specified on the website.

The functional evolution of the platform can lead to changes in tariffs for subscribers.

5.3. Phone and email support.

Clust sets up and offers a hotline service allowing the subscriber to receive telephone or email assistance with the following characteristics:

- Telephone and email assistance is provided from Monday to Friday from 9am to 6pm, with the exception of French public holidays. To access the hotline, it is sufficient for the Subscriber or Non-Subscriber to request to be recalled via the Contact page of the platform or by email (contact@Clust.com).

Article 6 : Right of withdrawal

In accordance with the provisions of articles L. 221-18 and following the consumer code in the hypothesis referred to in the preamble of article 6 above, the user, meeting the criteria of article L. 221-3 of the consumer code, has a right of Withdrawal of fourteen (14) working days from the conclusion of a subscription to cancel his registration, without having to justify.

The right of withdrawal may be exercised using the contact form available on the website Clust.com, in which case an acknowledgement by e-mail will be immediately communicated to the user by Clust, or any other declaration, without ambiguity, expressing the will to retract.

In the event of the exercise of the right of withdrawal within the above mentioned period the price of the subscription will be reimbursed to the user.

Reimbursement of the sums actually paid by the user shall be done by Clust within a maximum period of fourteen (14) days from the receipt of the notification of the user's withdrawal.

Article 7 : Responsibility of Clust

In the context of the execution of the services, Clust is only bound to a general obligation of means.

Clust will implement the secure technical means to ensure the availability of the Documents on the platform, the traceability of the connections made on the site and the identification of the users, as well as the features related to the management of sharing

and confidentiality spaces and reminders. Clust is not responsible for spoofing a user's identity.

Except in case of emergency or interruption beyond control, Clust will endeavour to inform the users of the platform prior to the interruption. Clust will not be liable in case of malfunctions of the services of the platform linked to external faults and in particular: malfunctions of the sites Amazon or stripe, technical incompatibilities emanating from the user, temporary unavailability of the connection to the Internet network, etc.

This list is not exhaustive.

Clust disclaims any responsibility in the event of interruption, alteration of the operation or destruction of the platform due to a case of force majeure or fortuitous event, technical incidents or damage caused from outside provided that Clust implements and justifies at first request the appropriate means in order not to undergo such incidents or infringements.

As part of the application sharing features offered through the platform, Clust will not be held responsible for the selection of third-party users selected by the collecting user. It is the responsibility of the collecting user to inform the user who has also been involved in the consultation of his documents.

Clust cannot be held liable, except in the event of a fault on its part, for unauthorized and abusive knowledge of third parties of related documents or data (particularly in the case of unauthorized access to "hackers" Clust's database) or the fact that third parties are taking advantage of indications and information made available to them by users, for example due to a password disclosure.

In addition, Clust may only be liable for direct damage suffered by subscribers, excluding indirect damages (e.g. loss of turnover, commercial damage, image depreciation, etc.).

If Clust's liability were incurred, the total amount of damages that Clust might be required to pay to subscribers would in any event be capped at the amount paid by the subscriber since the beginning of his subscription to the limit of 12 Months of subscription.

Article 8 : Responsibility of the user

Each user guarantees that the identification data concerning him and which he communicates are accurate and consistent with reality. He undertakes to provide an actual e-mail address, of which he is effectively awarded.

Each user agrees not to communicate or share with third parties the usernames and passwords he has created. In no event shall Clust be responsible for the loss of user IDs and/or passwords.

In the event that these items are used by the user contrary to their destination, Clust reserves the right to terminate the user's account without notice. The user will be solely

responsible for the use of these identification elements by third parties or for actions or declarations made through his account, whether fraudulent or not.

In the event of a user's need (loss, fraudulent use, etc.), identifiers and passwords may be changed at any time for security and confidentiality reasons. The use of the services provided by the platform cannot exonerate the user from his responsibility for the regulations concerning him.

Each user must therefore ensure the validity date of the Documents provided or collected, and their updating, whether it is a document that has become invalid due to the expiration of a term or a change in the situation of the user. The user must also ensure the completeness, consistency and legality of the documents provided or collected.

Each user is responsible for the configuration of his computer equipment and security settings in particular to protect his system from the outbreak of computer viruses. In addition, in the context of the execution of the services, users may be responsible for the execution of the services as the depositor of the documents.

Article 9 : Confidentiality

Each Party shall recognise the confidentiality of all information and contents of the documents transmitted to him by the other party in connection with the execution of the services of the platform or of which it or its staff would be aware on the occasion of the execution of the services of the platform (hereinafter the "Confidential Information").

Each Party shall not reproduce, copy, in any form and on any medium whatsoever, any or all of the confidential information except for the purposes of the execution of the services of the platform.

Each party undertakes to disclose, communicate or make available confidential information to third parties (i.e., any person or entity other than the representatives or employees thereof), solely for the purposes of performing the services of the platform.

Each party undertakes not to use for itself and in particular not to keep data from the documents for the purpose of enriching its databases, nor assigning, transmitting, free or expensive, all or part of the confidential information to anyone and any title whatsoever.

However, users acknowledge and agree that Clust uses without unveiling the confidential information and in general any element that it is aware of during the execution of the services of the platform, for purposes of the development of trade statistics.

Each Party undertakes to make confidential information accessible only to members of its staff who need to carry out the services of the platform, to inform such persons of the confidential nature of the information before it is disclosed to them, and to make

sure that these persons respect this obligation of confidentiality and, as such, to implement all the necessary means to guarantee the physical security and the integrity of the Confidential Information.

Each Party shall remain the exclusive owner of the confidential Information which it would be required to transmit to the other party in connection with the execution of the services of the platform and any intellectual property rights which could be Attached.

Article 10 : Personal data

In accordance with the law of 6 January 1978 relating to data, files and freedoms, the automated processing of personal data made from the platform has been the subject of a declaration to the CNIL by Clust.

Users agree that personal data be collected and processed by Clust for the use of its services in accordance with the purpose of the treatment declared with the CNIL.

Personal data are collected for identification purposes and for statistical purposes. In accordance with the legal provisions, any user who justifies his identity may require that the personal data concerning him be rectified, supplemented, updated or deleted.

The exercise of these rights is done by writing to the webmaster's address, namely: contact@Clust.com. Users with access to personal data are reminded that they must refrain from any collection or misuse of such data, including any invasion of personal privacy or reputation.

Article 11 : Protection of intellectual property rights

11.1. Website

The elements composing the website of Clust, the site as a whole and its layout (data, images, sounds, texts, graphics, logos, brands) are the exclusive property of Clust. The consultation of the site "Clust.com" and the use of the platform do not carry any license or assignment of rights.

Accordingly, any copying, reproduction, adaptation, dissemination, completeness or partiality of the Clust website and its contents is prohibited unless Clust's express and prior agreement.

Article 12 : General provisions

12.1. Disputes

As the services are reserved for the use of professionals, any dispute which may intervene in connection with the use of the services subject to these conditions, the interpretation, the validity, their execution, such as the termination of the contract of which they are the accessory, shall be submitted to the Paris Commercial Court, except for other exclusive authority of public order.

In accordance with the provisions of the consumer Code, in respect of users who meet only the criteria of article L. 221-3 of the said consumer code and/or assimilated to non-professionals as defined in the introductory article of the said Code of Consumption, the user informed of the possibility of resorting, in case of dispute, to a procedure of conventional mediation or any other alternative method of settling disputes. The parties shall endeavour to settle amicably any dispute that may arise in the present proceedings.

Withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract.)

Recipient: contact@clust.com

I hereby notify you of my withdrawal from the contract for the sale for the provision of subscription services Clust.com below:

Ordered/Received on

Name of client

Address of client

Reason for termination

Date

Signature

