



Terms and Conditions of Use

Dates of last update: 06/16/2020.

Legal Notice: <https://ezus.io/legal>

Privacy Policy: <https://ezus.io/privacy-policy>

Preamble

The Ezus Platform (hereinafter: the "Platform") is an online platform for creating, sharing and archiving Sales Documents between professionals from all sectors and potential prospects. It is specified that the term "Commercial Document" hereinafter refers both to the Commercial Documents themselves and to the files attached thereto.

The Platform allows professionals registered on it (hereinafter: the "Professionals" or the "Professional") to host their Commercial Documents, to modify them under the conditions provided for in these General Terms and Conditions of Use (hereinafter: the "GCU").

The purpose of these agreements is thus to set the terms and conditions for the provision of the services offered on the Platform (hereinafter: the "Services"), as well as to define the rights and obligations of the parties in this context. They are accessible and printable at any time via a direct link on the Platform's home page.

They may be supplemented, if necessary, by special conditions of use, which supplement these TOU and, in the event of contradiction, prevail over the latter.

Article 1- Platform and Services Operator, contact

1. Ezus, SAS with a capital of 1 000€, whose head office is located at 4 chemin des Chichourliers 06110 Le Cannet, registered with the RCS 845 249 358 Cannes.
2. Director of publication: Charles Gombert. Site edited and realized by Ezus hosted by AWS.
3. Ezus (whose trademark Ezus is registered) can be contacted at the following address: contact@ezus.io - +33 1 54 44 90 00

Article 2- Definitions

"Understanding each other better is getting along better."

4. Subscription: Financial consideration from the Professional for the use of the Platform Services for a specified Period.
5. Chat: Tool allowing the Professional to contact the Platform managers in order to answer a request or a problem encountered by the latter.
6. Cookies: Files stored and used to record Personal and Non-Personal Data concerning the navigation of the Professional on Digital Platforms.
7. Account: Access right granted to the Professional by Ezus Company (of which Ezus trademark).
8. Collaborator Account: Right of access granted to Professionals other than the initial Account holder by his consent and under his responsibility.
9. Commercial Document: Document intended to present an offer developed to meet the needs or problems of the Prospectus. Refers to both the Business Documents themselves and the files attached to them.
10. Personal Data: Any information that directly or indirectly identifies a natural person.

11. Personal Space: Space reserved for the Professional on the Platform allowing him/her to use the Services.
12. Hosting provider: Service provider that offers Web content storage.
13. Link Ezus: Platform-generated html link to allow Prospects to access the Ezus Viewer to read Sales Documents.
14. Templates: Documents that can be used as a basis for all subsequent Commercial documents of the Professional.
15. Settings: Interface allowing the Professional to customize his account.
16. Period: Duration of a Professional's Subscription.
17. Personal Data Protection Policy: Document presenting the Platform's policy regarding the processing, transfer and communication of Personal Data.
18. Professional: Natural person registered on Platform for professional purposes.
19. Profile: Interface of the Platform in which the Professional has the possibility of modifying various data such as his identifiers, his business card but also to sponsor other future users of Ezus (registered trademark of the Company Ezus) and to receive his notifications.
20. Project: Digital envelope containing the Sales Documents in order to allow the creation of an Ezus Link (registered trademark of the Company Ezus) making these Documents accessible to Prospects through the Viewer.
21. Prospect: Person receiving the Ezus link (registered trademark of the Ezus Company) sent by the Professional using Platform.
22. Resources: Files, external documents that the Professional provides to the Platform to be used as a Commercial Document to be transmitted to Prospects via an Ezus Link (registered trademark of the Company Ezus).
23. RGPD: General Regulation on Data Protection coming into force on 25 May 2018.
24. Services: All the services provided by the Platform once registration is completed. This notion concerns both the services directly linked to the

Platform (Scoreboard, for example) and the services provided by the company Ezus (registered trademark of the Ezus Company) in order to achieve the objectives linked to the Platform.

25. Payment Management Partner Company: Service provider outside Ezus (registered trademark of the Ezus Company) working on transactions, management and billing of Ezus activities.

26. Dashboard: Multifunction tool summarizing the statistical results of Prospecting.

27. Theme: Visual identity customization tool for the Viewer (color, banner, etc.)

28. Ezus (registered trademark of the Ezus Company): Company responsible for Digital Platforms.

29. Platform: Digital Platform concerned by the present GCU.

30. Vcard: Equivalent of a virtual business card allowing the recipients of the Ezus link (registered trademark of the Ezus Company) to see the data integrated into it within the viewer.

Article 3- Object and field

"This clause is to say that you are reading the T&Cs... in case you don't know it..."

1. These TOS define the conditions and terms of availability of the "Platform" application. The TOS constitute an agreement of will between the Professional and the company Ezus.

Article 4- Acceptance of the TOS

1. Unless expressly and formally waived by Ezus (registered trademark of the Company Ezus), as soon as the Professional registers on the Platform, he accepts without reserve the General Terms of Use by means of an opt-in. This acceptance can only be full and complete. Any conditional membership is considered null and void. If the Professional does not wish to comply with the rights and obligations stipulated in the TOS, he is invited to immediately leave the Platform and no longer access it.

2. Any clause or special purchase condition whose purpose is to modify the present conditions is unenforceable against Ezus.
3. By accepting the TOS, the Professional agrees to use the Platform in accordance with its purpose, the rights granted by Ezus and the applicable and/or applicable regulations.
4. Platform is exclusively reserved for Professionals over the age of 16, acting within the framework of their professional activities. Ezus reserves the right to deny access to the Platform to any person who does not comply with these conditions.

Article 5- Platform Registration

"Our registration is so simple that you'll miss us when you file your tax return..."

1. The Professional chooses to create a Platform Account by registering on the Platform. The Professional consents to this registration in a free and informed manner.
2. The Professional must fill in all the fields marked as mandatory in the form. Any incomplete registration will not be validated.
3. Registration automatically leads to the opening of an Account in the name of the Professional, giving him access to a Personal Space that enables him to manage his use of the Services in a form and according to the technical means that Ezus deems most appropriate for rendering the said Services.
4. The Professional guarantees that all the information he provides to Ezus (registered trademark of the Company Ezus)
5. are accurate, current and truthful and are not misleading. It undertakes to update this information through its Personal Space in the event of modification, so that it always corresponds to the above-mentioned criteria.
6. The Professional is informed and accepts that the information entered for the purpose of creating or updating his Account is proof of his identity. The information that the Professional enters commits him/her as soon as it is validated.

5.1 -- "Classic" registration on the Platform

1. Registration is done by entering a professional email which will be used as the basis for the creation of the Professional's Account.
2. The Professional must follow the registration procedure by providing Ezus (registered trademark of the Company Ezus) with up-to-date, complete and accurate information through the registration form. They must keep their passwords and login information confidential.
3. This registration may allow the Professional, for trial purposes, to benefit from the Platform free of charge for 7 to 14 days. At the end of this trial period, the Professional must choose a Subscription offer in order to continue to benefit from the Platform Services.
4. Otherwise, the Business Owner still has access to the Business Documents created, however, and will no longer be able to create new Business Documents or modify old ones. The Account will be deleted by default after three (2) years.

5.2 -- Registration by a pre-existing account on another platform

1. Registration also takes place through a pre-existing account in a digital platform other than Platform. These platforms may include Salesforce, Google, LinkedIn or Microsoft .
2. This type of registration in no way exempts the Professional from complying with these TOS.

5.3 -- Registration through Ezus (registered trademark of the Ezus Company)

1. When Ezus (registered trademark of the Company Ezus) and the Professional have exchanged and agreed on special Subscription conditions, the Professional registers by means of the personalised link sent to him/her by email by Ezus by filling in a registration form.

Article 6- Use of the Services

"Because the UGC is also a chance to show you what we can do, this way the tour!"

1. Ezus (a registered trademark of Ezus) provides a solution for Professionals to host Sales Documents each composed of different Resources, to share them and to have access to a follow-up of the consultation of the different Sales Documents by the Prospects.

6.1 -- Personal use

1. The Professional has access to his Personal Space with the login and password he defined when he registered.
2. The Professional undertakes to maintain the confidentiality of the identifier(s) and password(s) of his Account(s).
3. Any intervention carried out with a login and password of the Professional will be deemed to be carried out by the latter, the Professional therefore remaining solely responsible. The Professional thus expressly releases Ezus (registered trademark of the Company Ezus) from any liability in the event of misuse or fraudulent use by a third party of its identification elements.
4. The Professional must immediately contact Ezus (registered trademark of the Company Ezus) at the contact details mentioned in Article 1 of these TOS if he notices that his Account(s) has (have) been used without his knowledge. It acknowledges the right of Ezus (registered trademark of the Company Ezus) to take all appropriate measures in such cases.

6.2 -- Managing Collaborative Accounts

1. Once registration is complete, the Professional who has subscribed to one of the Subscriptions allowing the creation of several accounts, can, from his Personal Space, create various sub-accounts for his employees or collaborators. The Account created during the Professional's registration is then an Administrator Account, which allows to edit, manage and delete Collaborator Accounts.
2. Ezus provides the Professional with a unique access link for each Collaborator Account that allows each collaborator to create his or her login

and password. It is the responsibility of the Professional to communicate the link to its employees.

3. The Professional is solely responsible for the creation of Collaborator Accounts, their nature and the persons to whom he or she authorises access and/or entrusts their management. In any case, he remains solely responsible for the use of the Collaborator Accounts linked to his Account. The number of Collaborator Accounts that can be created by the Professional who has subscribed to one of the Subscriptions allowing the creation of Collaborator Accounts is unlimited.

6.3 -- Creation and hosting of Business Documents

1. The Professional has the possibility to host different Documents
Commercials on the Platform.

2. Through his Personal Space, the Professional downloads, from his personal files, a URL or a text editor, the Resources relating to each of his Commercial Documents on the Platform.

3. The Professional downloads his Documents in the formats that Ezus deems most appropriate for rendering the said Services and which are listed on the Platform.

4. The Professional gathers these Documents within a Project in order to allow the creation of the Ezus Link (registered trademark of the Ezus Company).

5. The Professional is responsible for the content of the files, documents and data that he deposits and/or provides to the Platform. The Professional is free to provide any type of Resources, provided that said Resources are not contrary to law, morality and/or public order. Likewise, these Resources must not contain any unlawful language that is contrary to human dignity, degrading, defamatory, insulting, racist, anti-Semitic, homophobic, child pornography and/or contrary to any right whatsoever.

6. The Professional is held liable for plagiarism, counterfeiting, and any other act that may infringe the intellectual property rights of third parties.

7. More generally, the Professional remains responsible for respecting the rights of third parties in the Resources that he deposits on the Platform, in

particular the Personal Data that may be included in the Resources that he makes available on the Platform.

8. Ezus has the right, in its sole discretion, to remove any material from the Professional's content for any reason (or no reason), including if it violates the Terms or any Law.

9. Except to the extent prohibited by applicable law, Ezus has the right to retain and/or disclose any information, including the Account Resources (or certain items) of the Professional, which is in Ezus' possession for the purpose of complying with applicable law, legal process or governmental request or complaint of violation.

6.4 -- Formatting and personalization of Business Documents

1. On Platform, the Professional can edit his Commercial Documents and format them in the Ezus Viewer. Once the formatting is done, the Professional can click on a link to see the formatted Commercial Document.

2. The Professional also has Themes allowing him to visually customize the Viewer so that it is in accordance with the Commercial Document.

6.5 -- Chat

1. A Chat is left at the disposal of the Professional on the Platform to allow him to contact as soon as possible the Ezus managers (registered trademark of the Ezus Company) in order to answer his request and/or help him to solve his problem.

2. The Professional is free to address any type of question, provided that such requests respect the law, morality and/or public order. Likewise, these requests must not contain any unlawful comments, in particular those that are contrary to human dignity, degrading, defamatory, insulting, racist, anti-Semitic, homophobic, child pornography and/or contrary to any right whatsoever.

3. Under no circumstances should the Chat be used for any purpose other than that mentioned. Any other use, including harassment, may result in the Account being blocked.

Article 7- Personal data

"Just RGPD, there's no need to add..."

1. The full provisions relating to Personal Data are set forth in the Personal Data Policies. The Personal Data Protection Policies engage the responsibility of the User in the same way as these TOS.

To view them, click on this link: [Privacy Policy](#)

Article 8- Availability

"Because we're always here for you. "

1. Ezus (registered trademark of the Ezus Company) is a Digital Platform available 24/7.

2. However, Ezus (registered trademark of the Company Ezus) cannot be held responsible for any unavailability of the Platform that is not due to its exclusive fact and/or due to the unavailability of electrical networks or electronic communications.

3. Likewise Ezus (registered trademark of the Ezus Company) cannot be held responsible in case of force majeure.

4. Ezus (registered trademark of the Company Ezus) reserves the right to make the Platform temporarily unavailable, in whole or in part, with or without notice, for technical and/or maintenance reasons. The Professional accepts that Ezus (registered trademark of the Company Ezus) cannot be held liable to anyone, if applicable.

Article 9- Duration of Services

"Temporality is merely an objective notion relating the importance of a specific causality to the defined execution of the why vis-à-vis the because... Yes, it doesn't mean anything, just read it."

1. The Services are subscribed to as part of a monthly or annual Subscription.

2. For a Monthly Period, the Subscription runs from the first day to the last day of the month. If a Subscription is taken out during the course of a month, it begins on the day of subscription and runs until the day before its anniversary date the following month. For example, if the Subscription is

taken out on May 16, it runs until the evening of June 15. The Subscription is then tacitly renewed for successive Periods of one month from date to date.

3. For an Annual Period, it runs from the first day of subscription to the same date of the following year minus one day. As an example, in the event of subscription on 16 June, the Period will end on 15 June in the evening of the following year.

4. The parties may terminate the Subscription in one of the ways provided for in Article 14.

5. The Professional expressly acknowledges that any Period commenced is due.

Article 10- Financial conditions

"Good accounts make good customers."

1. After the trial period, the Professional, in order to continue using the Services, is obliged to use one of the Platform Subscriptions. In order to do so, the Professional must complete a direct debit agreement on a bank account intended for the payment of the Services, in a dematerialised form or by any other means that the Payment Management Partner Companies deem most appropriate.

10.1 -- Prices

1. The prices of the various Subscriptions offered by Ezus are indicated on the Platform and on the [website](#). They vary according to:

1. whether or not the Professional can create Collaborative Accounts;

2. the storage volume made available to the Professional;

3. the degree of formatting and personalization of the Commercial Documents;

4. other specific terms and conditions specified in the subscription offer if applicable.

2. Prices in Dollars/Euros are announced exclusive of tax on the Ezus application (registered trademark of the Ezus Company). The application of taxes on prices depends on the geographical location of the Professional.

10.2 -- Offers and Promotions

1. Ezus (registered trademark of the Company Ezus) reserves the right, at its own discretion and on terms and conditions of which it shall be the sole judge, to propose promotional offers or price reductions.

10.3 -- Price revision

1. The price of the various Subscriptions may also be revised by Ezus (registered trademark of the Company Ezus). In this case, Ezus (registered trademark of the Company Ezus) undertakes to inform the Professionals of the change in the price of their Subscription, at least one month before the new price comes into force.

2. The Professional who does not accept the new price must terminate his Subscription under the conditions set out in Article 14.1. Failing this, he is deemed to have accepted the new price.

10.4 -- Methods of payment

1. Unless there is an express agreement between Ezus (a registered trademark of the Company Ezus) and the Professional on other payment methods, the financial transactions relating to the payment of the Subscription are entrusted to the Payment Management Partner Companies, which ensure the smooth running and security of these transactions.

2. Ezus (registered trademark of the Ezus Company) does not intervene in these services, which are carried out under the sole responsibility of the Payment Management Partner Companies.

3. Payment for services is made by direct debit. To this end, the Professional must complete a direct debit authorisation when registering on the Platform.

4. The direct debit is implemented by the Payment Management Partner Companies, which alone retain the bank details of the Professional for this purpose. It is specified that Ezus (registered trademark of the Ezus

Company) does not keep any bank details but only encrypted or pseudonymised information.

5. Automatic withdrawal of the monthly Subscription price is made within seven (7) days of the beginning of each Period.

6. The Professional guarantees to Ezus (registered trademark of the Company Ezus) that it has the necessary authorisations to pay the price of the Subscription in accordance with the terms and conditions set out in this article. It undertakes to take the necessary steps to ensure that the Subscription price can be debited automatically.

10.5 -- Billing

1. In the case of a Monthly Subscription, Ezus (registered trademark of the Company Ezus) issues monthly invoices.

2. In the case of an annual Subscription, no invoice other than the initial invoice will be issued to the Professional, unless the latter undertakes to provide new services that will be the subject of new invoices.

3. A link to download the invoices is available to the Professional in his Personal Space.

10.6 -- Payment incidents

1. In the event of a payment incident during the implementation of direct debit, the Professional has a period of thirty (30) days from the date of issue of the payment incident to regularise his situation by settling the invoice by any useful means.

2. The Professional is informed and expressly accepts that any delay in payment of all or part of a sum due at the end of thirty (30) days will automatically result in the cancellation of the contract without prior formal notice:

1. the forfeiture of the term of all sums due by the Professional and their immediate exigibility,

2. the immediate suspension of the Services in progress until full payment of all sums due,

3. the invoicing to the benefit of Ezus (registered trademark of the Company Ezus) of interest for late payment, as from the expiry of thirty (30) days, at the legal ECB rate plus ten (10) points, based on the amount of the invoice.

4. the payment to Ezus (trademark registered by the Company Ezus) of a lump-sum indemnity for collection costs in the amount of 40 euros.

Article 11- Obligations of the Professional

Without prejudice to the other obligations provided for in these GCU, the Professional undertakes to respect the following obligations:

1. To comply at all times with these TOU as well as the laws and regulations in force and not to infringe the rights of third parties.
2. To respect the regulations relating to personal data and professional solicitation by e-mail.
3. Be held responsible for the proper accomplishment of all formalities, in particular administrative, fiscal and/or social formalities that are incumbent upon him/her, where applicable, in relation to his/her use of the Platform. The responsibility of Ezus (registered trademark of the Ezus Company) cannot be engaged in any way in this respect.
4. Cooperate actively with Ezus (registered trademark of the Company Ezus) for the proper execution of these TOU. In particular, the Professional undertakes to inform Ezus without delay of any difficulty related to the execution of Platform.
5. Be held responsible for its use of the Platform. The Professional undertakes to make strictly personal and professional use of it.
6. Agree that Ezus (a registered trademark of the Company Ezus) may provide a follow-up to the consultation of the Sales Documents by the Prospectuses and shall be solely responsible for informing the Prospectuses, if it sees fit.
7. To be responsible for the contents of any kind present in the Commercial Documents (editorial, graphic, audio, video, etc.) that the Professional distributes by Platform.

8. Guarantee to Ezus (registered trademark of the Company Ezus) that the Professional has all the rights and authorisations necessary for the distribution of the contents of the Commercial Documents.

9. Undertake to ensure that said content is lawful, does not infringe public order, morality or the rights of third parties, does not violate any legislative or regulatory provisions and, more generally, is in no way liable to bring into play the civil or criminal liability of Ezus (registered trademark of the Company Ezus).

10. To guarantee Ezus (registered trademark of the Company Ezus) against any complaint, claim, action and/or claim whatsoever that Ezus (registered trademark of the Company Ezus) may suffer, in particular due to a breach by the Professional of any of the provisions of these GCU. The Professional also undertakes to indemnify Ezus (registered trademark of the Company Ezus) for any prejudice it may suffer and to pay it all costs, charges and/or sentences that it may have to bear as a result, including its consultancy fees.

Article 12- Prohibited behaviour

"Not that "worms" or "Trojan horses" isn't a burlesque name, but Ezus is allergic to all those little things..."

1. Without prejudice to the provisions of Article 11, it is strictly prohibited :

1. To carry out illegal multi-level marketing, such as pyramid schemes, with Platform ;

2. Request login information and access an account belonging to someone else;

3. Violate security and authentication measures;

4. To intimidate and/or harass others;

5. Act in a manner that could disable, overload, or otherwise interfere with the proper functioning or appearance of the Platform (such as an attack resulting in denial of service or interference with the display of pages or other functionality of the Platform);

6. To engage in any activity that is illegal, fraudulent or that infringes the rights or safety of third parties;
7. To undermine public order or violate the law and regulations in force;
8. To enter the systems of Ezus (registered trademark of the Ezus Company) and Plateforme ;
9. Use a data collection system, robot or other data retrieval and extraction process in connection with the Services;
10. To enter into the computer system of a third party or to carry out any activity likely to harm, control, interfere, or intercept all or part of the computer system of a third party, violate its integrity or security;
11. Impersonating a person or entity, misrepresenting or misrepresenting the relationship with a person or entity;
12. To use Platform in order to improve the referencing of a third party site;
13. To copy and/or divert for its own purposes or those of a third party the concept, technologies or any other element of the Platform ;
14. To infringe the financial, commercial or moral rights and interests of Ezus (registered trademark of the Ezus Company) or users of the Platform;
15. To monetize, sell or concede access to the platform, in whole or in part, as well as the information contained therein.
16. To allow and/or encourage violations of these TOS or our regulations.
17. To assist or incite, in any form and in any manner whatsoever, one or more of the acts and activities described above, and more generally any practice diverting the Services for purposes other than those for which they were designed;

The Professional also refrains from broadcasting, in particular and without this list being exhaustive:

- Pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist content;
- Counterfeit content;
- Contents that infringe on the image of a third party;
- Content that is false, misleading or proposes or promotes illegal, fraudulent or deceptive activities ;
- Contents harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.);
- And more generally, content that may infringe the rights of third parties or be prejudicial to third parties in any way and in any form whatsoever.

Article 13- Penalties for non-compliance

"We'd like to avoid punishing you, even if you like it... (Fifty Shades of Grey)"

1. In the event of failure to comply with any of the provisions of these Terms and Conditions of Use, or more generally, infringement of laws and regulations by the Professional, Ezus reserves the right to :

1. Suspend all or part of Platform access to the Professional;
2. Cancel the Professional's Account and/or prevent access to the Platform ;
3. Take all appropriate measures and take all legal action;
4. Notify the competent authorities where appropriate, cooperate with them and provide them with all relevant information for the detection and suppression of illegal or unlawful activities.

Article 14- Modification and termination of the Services

"It'll be a painful start for us, you'll leave some bruised foxes behind, but it'll be a better way back..."

14.1 -- Deregistration at the initiative of the Professional

1. The Professional may unsubscribe from the Services before the end of the current Period by clicking on the "Cancel" mention in his Personal Space.
2. The Professional is, however, committed for the entire Subscription Period he chooses. The Professional therefore expressly acknowledges that any Period started is due, in particular in the event of unsubscription before the end of the term. For example, for a one (1) month offer, the professional who has accepted the quote or contract must pay for the entire month even if he chooses to unsubscribe before the end of the month.
3. The professional may not demand any reimbursement or compensation.

14.2 -- On the initiative of Ezus (registered trademark of Ezus)

1. In the event of non-compliance by the Professional with these GTC, Ezus (registered trademark of the Company Ezus) reserves the right to terminate his access to the Services, with immediate effect, by letter, fax or email. No refund or compensation will be due to him.
2. As part of the Monthly Subscriptions, Ezus (registered trademark of the Company Ezus) reserves the right to modify or stop offering all or part of the Services at any time, at its own discretion. The Professional will be informed of these modifications and/or stoppages by any useful means, with one (1) month's notice.
3. In the context of annual Subscriptions, Ezus (registered trademark of the Company Ezus) reserves the right, at its own discretion, not to authorise the Professional to renew its Services at the end of its Subscription Period.
4. Termination shall automatically take effect on the date on which Ezus (registered trademark of the Company Ezus) sends the written notice to the Professional in application of this clause. The Professional then has a period of seven (7) days to retrieve the information posted online from his Account. During this period, the Professional may no longer use the Platform Services. At the end of this period, the Professional's Account is automatically deleted without prior formal notice.

14.3 -- End of Subscription period

1. The Monthly Subscription is renewed automatically every month so that it cannot expire without the express wish of the Professional.
2. At the end of the period of an Annual Subscription, the Professional's account shall be suspended until a new Annual or Monthly Subscription is taken out. This suspension blocks the creation of new Business Documents and prevents the modification and sharing of old ones.
3. The user always keeps the possibility to delete his Platform Account.
4. In order to continue to benefit from all Platform Services, the Professional simply needs to take out a new Subscription.

14.4 -- Consequences of termination of Services

1. The end of the Services, for whatever reason, results in the deletion of the Professional's Account, who then no longer has access to his Personal Space. Consequently, it is the responsibility of the Professional to ensure that he safeguards the information accessible in his Personal Space (in particular his Commercial Documents and invoices), of which no copy will be provided to him.
2. The Professional acknowledges that he will not be able to claim any reimbursement of all or part of the price corresponding to the current Period.

Article 15- Correction and assistance

"Super Ezus to the rescue! * Imagine the music with it or it won't take... * "

1. Assistance is available from Monday to Friday, from 9am to 12.30pm and from 2pm to 6pm, and allows the Professional, particularly through the Chat, to inform Ezus of any malfunctions of the Platform. These malfunctions must be reproducible and not attributable to the improper use or incorrect configuration of the Platform by the Professional or any other person, whether authorised or not, nor to a malfunction of a third party hardware or software element or to developments by the Professional resulting from its possible use of the API.

2. This support service does not cover on-site visits by Platform technicians. Any eventual correction or assistance requested by the Professional will be carried out at the discretion and at the will of Ezus (registered trademark of the Company Ezus) according to the type of problem encountered.
3. Corrections will be made remotely by the Ezus technical team (registered trademark of the Ezus Company).

Article 16- Guarantee of the Professional

"Don't worry, we'll get it back to you!"

1. The Professional guarantees Ezus (a trademark registered by the Company Ezus) against any complaint, claim, action and/or claim whatsoever that Ezus may suffer as a result, in particular, of the breach by the Professional of any of the provisions of these GCU.
2. It undertakes to indemnify Ezus (registered trademark of the Company Ezus) for any prejudice it may suffer and to pay it all costs, charges and/or sentences that it may have to bear as a result, including its consultancy fees.

Article 17- Exclusion of liability and guarantee of Ezus

"Our foxes may be exceptional, but unfortunately they can't guarantee everything, including taking out the garbage..."

1. Ezus undertakes to provide the Services diligently and in accordance with the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Professional expressly acknowledges and accepts.
2. Ezus does not guarantee the success of the Sales Documents posted by the Professional on the Platform, nor the conclusion of contracts with Prospects following these Sales Documents.
3. Ezus is in no way a party to the contracts entered into between the Professional and its Prospectuses and shall in no way be liable for any difficulties that may arise during the conclusion or performance of such contracts, nor shall it be a party to any disputes whatsoever between a

Professional and a Prospectus concerning in particular the content of the Commercial Documents, declarations and other obligations of any kind to which the Professional may be bound.

4. Ezus is not responsible for the use of the Services made by the Professional and, in particular, for the sending of the link to the Sales Documents to the Prospectuses.

5. Ezus has no knowledge of the content that the Professional distributes within the framework of the Services, on which it does not carry out any moderation, selection, verification or control of any kind and in respect of which it only acts as a hosting provider. Consequently, Ezus cannot be held responsible for the contents, the authors of which are third parties, and any possible claims should be directed in the first instance to the author of the contents in question. Content that is harmful to a third party may, however, be the subject of a complaint to Ezus, and Ezus reserves the right to take appropriate measures.

6. Ezus declines all responsibility in the event of possible loss of the Commercial Documents or, more generally, of the information accessible in the Professional's Personal Space, the latter having to make sure to save a copy of the information he deems necessary and not being able to claim any compensation in this respect.

7. Ezus declines all responsibility in the event of alterations and/or inaccuracies in the data on the Dashboard that are due to the operation of the Professional's internet browser and/or that of the Prospect.

8. Ezus undertakes to carry out regular checks to verify the operation and accessibility of the Platform. In this respect, Ezus reserves the right to temporarily interrupt access to the Platform for maintenance reasons. Similarly, Ezus cannot be held responsible for momentary difficulties or impossibilities in accessing the Platform due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications network, as the Professional is aware of the complexity of global networks and the influx of Internet users at certain times of the day.

9. The Services are provided by Ezus on an "as is" basis and without warranty of any kind, either express or implied. In particular, Ezus does not guarantee the Professional that the Services, which are subject to constant research to improve their performance and progress, will be totally free of errors, defects or faults. Ezus also does not guarantee that the Services, being standard and in no way proposed solely for the benefit of a given

Professional according to his or her own personal constraints, will specifically meet his or her needs and expectations.

10. In any event, in the event of non-performance by Ezus of its obligations arising from this contract, the liability likely to be incurred by Ezus under these GCU is expressly limited to the foreseeable prejudice (excluding any indirect prejudice such as "consequential damages") up to a maximum of ten percent (10%) of the total amount, excluding taxes, of the sums paid to Ezus by the Professional in the six (6) months preceding the event giving rise to liability.

11. The Professional is solely responsible for his computer equipment and undertakes to ensure the security of his internet connection when using Platform. Ezus cannot be held responsible for any misappropriation of the Professional's data when using the Platform.

12. Despite all the security measures put in place, Ezus cannot guarantee the Professional a total absence of risk that may be, in particular, caused by a cyber-attack, hacking or any other intervention outside or inside Ezus that may result in the theft, loss or destruction of the Professional's data as well as that of the company.

Article 18- Intellectual property

"Our creativity is our fur, to steal it is to kill us. And you don't want our foxes to become an endangered species."

1. Any element formatted directly by Ezus on the platform is its entire property.
2. Platform, which includes the Software and all Intellectual Property rights mentioned in these TOS are and shall remain the property of Ezus. All rights relating to Platform that are not expressly granted to the Professional are reserved and retained by Ezus and its licensors without restriction, including, without limitation, Ezus' right to exclusive ownership of the software and documentation.
3. Without limiting the scope of the conditions stipulated above, the Professional agrees not to (and will not allow a third party to):

1. Sub-license, distribute or use Platform outside the scope of the license granted by these TOS ;
2. Copy, modify, adapt, translate, create derivative works, perform any reverse engineering, disassemble or decompile the software or otherwise attempt to discover the source code or trade secrets relating to Platform ;
3. Copy or imitate all or part of the design, layout and appearance of the Services, which are protected by Intellectual Property Rights.
4. Lend, lease, sell, assign or otherwise transfer the rights to Platform ;
5. Use, publish, transmit or introduce any device, software or routine that interferes or attempts to interfere with the operation of Platform ;
6. Use the trademarks, trade names, service marks, logos, domain names and any other distinctive sign or any other copyright or property right associated with Platform, for any purpose, without the express written permission of Ezus ;
7. Register, attempt to register or assist anyone to register any trademark, trade name, logo, domain name and other distinctive signs, copyright or any other property right associated with Platform other than in the name of Platform ;
8. Remove, obscure or alter any copyright, trademark or other proprietary rights notices appearing in Platform or any other material included therein;
9. Seek injunctive relief in respect of any part of Platform based on patent infringement.

4. Ezus cannot be held responsible, in particular as a forger, for any content published on the Platform by anyone other than itself.

Article 19- Ownership of statistical results

"Let's discover together an invisible side of the world."

1. Platform allows the Professional to obtain statistical results concerning the reading of its Commercial Documents by Prospects.
2. The Professional is the owner of the Personal Data, Resources and Commercial Documents that it makes available on the Platform, however, Ezus remains the owner of the statistical results that it provides to the Professional through its own programs.
3. Once anonymized, Ezus reserves the freedom to exploit, conglomerate, compare, share, publish and transfer the content of the statistical results.

Article 20- Guarantee of eviction

"Eviction Warranty: Kind of a barbaric term to tell you we're doing the right thing."

1. Ezus declares and guarantees that the Solutions it has developed are original within the meaning of the French Intellectual Property Code and that it is the owner of all the intellectual property rights that enable it to enter into the Agreement.
2. Ezus undertakes to guarantee that the Solutions are not likely to infringe the rights of third parties.

Article 21- Commercial references

"If you like us, we like to let you know, because we like you too."

1. The Professional authorises Ezus to use its name, trademark and logo as commercial references, in particular in its commercial documents and on its Internet Platform, in any form whatsoever.

Article 22- Advertising

"Thankfully little present yet existing, our commercials are a bit like your mother-in-law."

1. Ezus reserves the right to insert, on any page of the Platform and in any communication to Professionals, advertising or promotional messages in a form and under conditions of which Ezus will be the sole judge.

Article 23- Complaints

"There is even a law of war, if, if, as you are told..."

1. Any act committed on the Platform or via the Services which would be prejudicial to a third party may be the subject of a complaint to Ezus.

2. This complaint must be sent to Ezus at the contact details mentioned in Article 1.

3. The complaint must include :

1. the date of notification,

2. the identity of the plaintiff (in the case of a natural person: his/her surname, first name, profession, domicile, nationality, date and place of birth; in the case of a legal entity: its form, name, registered office and the body that legally represents it),

3. the name and domicile of the addressee (in the case of a legal entity, its name and registered office),

4. a description of the disputed facts and their precise location,

5. the reasons why the content should be removed, including the legal provisions and justification of the facts,

6. a copy of the correspondence addressed to the author or publisher of the disputed information or activities requesting their interruption, withdrawal

or modification, or justification that the author or publisher could not be contacted.

4. Ezus shall be free to take any appropriate action, without any commitment on its part and/or to forward this complaint to the competent authorities.

5. Any complaint that the Professional makes against Ezus must be resolved in accordance with this article. It will be considered that any complaint introduced or issued in violation of this article is not duly introduced. If the Professional lodges a complaint in breach of this Article, Ezus may seek reimbursement of lawyers' fees and costs up to 1000 Euros, provided that Ezus has informed the Professional in writing that the complaint was incorrectly lodged and that the Professional has not duly withdrawn the complaint.

Article 24- Modification of the TOS

"Even trendier than fashion week, Ezus is releasing new collections from CGU."

1. Ezus reserves the right to modify these TOU at any time.
2. The Professional will be informed of this modification one (1) month before the new GCU comes into force, by any useful means.
3. A Professional who does not accept the modified TOS must, before they come into force, unsubscribe from the Services.
4. Any Professional who uses the Services after the entry into force of the modified TOS is deemed to have accepted these modifications.

Article 25- Applicable law and jurisdiction

"Just as Ezus is a Celtic god, we hold on to our traditions and favour French law, the rosette of Lyon, the wine of Burgundy..."

1. These TOS are governed by French law.
2. In the event of a dispute as to the validity, interpretation and/or execution of these TOS, the parties agree that the tribes
2. In the event of a dispute as to the validity, interpretation and/or execution of these TOU, the parties agree that the courts of Paris (France) shall have exclusive jurisdiction to judge, unless mandatory procedural rules to the contrary or agreement between the parties.

Article 26- Language

"As a logical continuation of the previous clause, our cubs also prefer the French language, the frogs of the Dombes, the Tatin with the praline of St. Genix..."

1. The language of drafting and interpretation of these General Conditions is French. In the event of a contradiction in translation, only the French version will be used as a basis for interpretation.

Article 27- Entry into force

"At the same time as our n-th website was born..."

1. These T&Cs came into force on 05/02/2020 (day/month/year)/