

Terms and Conditions of Use

Prevailing Language : this Contract is made in French and English. In the event of a dispute as to the terms of this Contract the French version shall prevail.

The present General Conditions of Use are concluded between CLEVY, a simplified joint stock company with a capital of 7,031.00 euros, registered in the Bobigny Trade and Companies Register under number B 828 964 767 and whose registered office is located at 12 rue Anselme, 93400 SAINT-OUEN, represented by Mr. Salim JERNITE, in his capacity as General Manager (hereinafter, "CLEVY") and on the other hand, any individual with full legal capacity wishing to use the Service (hereinafter, the "Customer").

Article 1. Definitions

In the Contract, words and phrases beginning with a capital letter, whether in the singular or plural, shall have the meaning given in this section:

"*Data Processing Agreement*" means the contractual document defining the terms and conditions for the processing of personal data that may be processed by a Chatbot and allocating between the Parties the obligations provided for by data protection legislation.

"*GTC*": means the present General Terms of Use, their appendices and any amendments thereto.

"*Chatbot*": refers to software that specializes in natural language dialogue with a human, which is capable of answering questions or triggering the execution of tasks.

"*Source Code*" means a sequence of instructions written in the CSML Language or any other programming language supported by the Service that are humanly understandable and modifiable to be compiled into object code for display on a user's web browser or in a mobile application.

"*Account*": means the private space opened on the Site, allowing to subscribe to an Offer, to access and use the Services.

"*Additional Contractual Terms*" means any contractual document setting forth specific contractual terms for a Service.

"*Contract*": means the contractual relationship established between CLEVY and the Customer, which is governed by the T&Cs and, where applicable, the Additional Contractual Conditions, as well as the Data Processing Agreement.

"*Defect*": means any incident, anomaly, error or defect in technical design, implementation and / or operation affecting the Site and / or Services, which is documented by the Customer and reproducible by CLEVY, and which does not allow the operation of the Site and / or Services in accordance with its purpose.

"*Data*" means all Personal Data and Non-Personal Data.

"*Non-Personal Data*": means any data that is not of a personal nature, as defined in Regulation 2016/679 of April 27, 2016.

"*Personal Data*": means personal data, as defined in Regulation No. 2016/679 of 27 April 2016.

"*Sensitive Data*": means special categories of personal data relating to health, as defined in Regulation 2016/679 of April 27, 2016.

"*Health Data*" means personal data relating to health, as defined in Regulation 2016/679 of April 27, 2016.

"*Digital Environment*" means any computer hardware, software and network connection used by Customer to use the Services.

"*CSML Language*": means the computer programming language designed and developed by CLEVY and made available to the Customer, as part of the use of the Services, for the development of Chatbots.

"*Payment Currency*" means the monetary currency used for payment of the Monetary Obligations.

"*Offer*": means a standardized offer made by CLEVY for a set of technical features necessary for access to the Site, use of the Service and the provision of a Chatbot to the public. The Offers are described on the Site.

"*Privacy Policy*" means the document available at <https://studio.csml.dev/public/privacy> that describes the processing of Customer Personal Data in connection with each Service and the rights and obligations of the Parties and Professionals in this regard.

"Service" means any software, tool, computer program or, in general, any service of the information society accessible via the Site in order to develop, distribute and manage a Chatbot.

"Third Party Service": means any service offered by a third party made accessible from or by CLEVY.

"Site": means the <https://www.csml.dev/> website where the Customer can subscribe to an Offer and authenticate himself in order to use the Services.

"Template": refers to a fragment of reusable source code used to perform a specific operation.

Article 2. Object

The Contract defines the conditions under which CLEVY grants the Customer, on a non-transferable and non-exclusive basis, a right of access to the Site and use of the Services as well as those under which the Customer may use all or part of the Services.

The use of some of the Services may be subject to the acceptance of Additional Contractual Conditions. If applicable, the Additional Contractual Conditions are freely available for consultation before any subscription or use of the Services.

Article 3. Territory

CLEVY offers the Services in the following territories: Member States of the European Union (EU). Notwithstanding the accessibility of the Site from a territory not covered by it, CLEVY only guarantees the compliance of the Services with French law and the law of the European Union. It is the sole responsibility of the Customer to ensure the legality of the Services in the country where he wishes to use the Services. CLEVY disclaims any liability in this regard.

CLEVY informs the Customer that the use of the Services entails the mandatory application of Regulation No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, to any subcontracting activity.

Article 4. Rights granted

CLEVY grants the Customer, on a non-transferable, non-transmissible and non-exclusive basis, a right of access to the Site and a right to use any Service not specifically governed by the Additional Contractual Conditions.

The Site is accessible to the Customer 24 hours a day and 7 days a week, except during scheduled maintenance periods. CLEVY undertakes to make its best efforts to ensure the availability of the Site mentioned in the Offer. CLEVY may interrupt, suspend or modify temporarily and without notice access to the Site, in particular for security reasons, for the restructuring of machine resources, for maintenance or improvement of the Site or to improve the availability of information via the Internet. CLEVY makes its best efforts to inform the Customer before the interruption of the Site and to ensure that the interruption affects the Customer as little as possible. CLEVY can not be held responsible for any damage caused by these interruptions, including loss of data.

The right to use the Services is limited to the object code of the Site. CLEVY is not required to make the source code available to the Customer. CLEVY reserves the right to correct any Defect.

The minimum system requirements for the use of each Service are described on the Site. Given that the Services are on-demand software, the configuration may change at any time, without notice. The Customer is solely responsible for the compatibility between its Digital Environment and the Site and the Services. In any event, in order to access the Site, the Customer must acquire, at his own expense, an Internet access (with a bandwidth allowing a sufficient Internet flow for the use of the Services) and a Web browser. The Customer is advised that the deactivation of cookies and/or JavaScript may prevent the proper functioning of certain features of the Site.

Article 5. Maintenance

CLEVY guarantees that the Services are in conformity with their purpose, as mentioned on the Site, for the entire duration of the Contract. Within this period, CLEVY may, at its sole discretion and under the conditions provided in the Offer, correct or have corrected the Defects or resort, if necessary, to a workaround to remedy the Defects.

The Customer acknowledges and agrees that CLEVY may at any time make updates. The Customer has no vested right to maintain a particular version of the Services.

The warranties granted to Customer under the Agreement are exclusive of any other legal or contractual warranty, express or implied.

Article 6. Obligations of the Customer

The Customer declares that no specific legislation applicable to his activity is likely to prohibit the use of the Service offered by CLEVY. In general, it undertakes to comply with the laws and regulations in force on French territory, applicable to the Service and to notify CLEVY of any illegal content.

The Client declares:

- Have a good knowledge of the specifications of the Services, which are detailed on the Site and were presented to him, in pre-contractual phase;
- To have tested the Services and to have taken all appropriate precautions and necessary measures to deal with a possible malfunction of the Service within the framework of its use, in particular by the implementation of backup procedures, backup and security of the Data, diagnosis of incidents and regular checks of the results.

Prior to the conclusion of the contract, CLEVY has made available to the Customer the GTC and the Data Processing Agreement and has provided, in a clear and understandable, all the information referred to in Article L111-1 of the Consumer Code and in particular information on :

- To the essential characteristics of the Service;
- At applicable rates and prices;
- To the identification and contact means of CLEVY, by mail, telephone or e-mail;
- The legal and contractual guarantees applicable and their implementation methods;
- The functionalities of the Service and, if applicable, their interoperability.

When using the Services, the Customer shall not, in particular, :

- Access the Site using automated methods (such as robots, spiders, etc.), except with prior written permission from CLEVY ;
- Upload viruses or other malicious code to the Site;
- Accessing or attempting to access another's account;

- Use the Services for any unlawful, illegal, malicious or discriminatory purpose, contrary to the legislation applicable to Personal Data;
- To process Sensitive Data and, a fortiori, Health Data;
- To carry out any form of illegal, fraudulent or infringing activities on the rights or safety of third parties;
- Interfere with the proper functioning of the Site.

Article 7. Service and Offer

The Services and Offers offered to the Customer are those indicated on the Site as being performed by CLEVY or under its control. They are described as accurately as possible. However, CLEVY cannot be held responsible for any errors or omissions in their presentation.

The Customer undertakes to consult the description of the characteristics and rates of the Services and Offers before subscribing to an Offer. The choice and use of a Service and/or an Offering are the sole responsibility of the Customer.

The list of features of the Services may be unilaterally modified by CLEVY by :

- The addition of new features: the addition of a feature does not impose its use to the Customer, which use may be conditioned by the acceptance of Additional Contractual Conditions;
- Withdrawal of a feature: The Customer acknowledges and agrees that he/she has no vested right to maintain a feature, as long as the withdrawal does not deprive the Service of its basic function.

In addition, CLEVY reserves the right to implement certain Services in a progressive manner, feature by feature.

The Customer acknowledges and accepts that the obligations of CLEVY are limited to the provision and maintenance in operational conditions of the Services.

Unless better agreed by the Parties, CLEVY does not intervene in the design, development, management and maintenance of Chatbots.

The Customer shall not use the Services to design Chatbots whose purpose or operation would be contrary to French or European legislation or any other legislation applicable to the Customer.

The Customer shall not process Sensitive Data and, a fortiori, Health Data in the context of the Services.

The Services offered by CLEVY consist in the provision of graphical and technical interfaces (API), a conversational engine using the CSML Language and the technical infrastructure to run it, and resources such as templates, examples, documentation, articles to facilitate the development, management, maintenance and use of Chatbots.

These can be autonomous or interconnected with Third Party Services through calls to their respective APIs thanks to Integrations (Apps) provided by CLEVY or its partners, free of charge or not, or specific developments made by the Customer.

Chatbots created using the Services may be used using technical means (API), a standalone graphical interface (webapp) or deployed on various third-party communication channels as described in the Offerings.

Article 8. Third Party Services

The use of the Services does not require the installation of any specific software or applications.

However, the Services may be used via or in conjunction with Third Party Services. Where applicable, such Third Party Services are provided under the sole responsibility of the entities that publish, market, offer and/or provide them.

Access and use of these Third Party Services may be conditioned by the Customer's acceptance of the contractual conditions set up by the publishers of Third Party Services. CLEVY is a third party to this contractual relationship and does not act as an agent of a publisher of Third Party Services or as an intermediary between him and the Customer. As such, CLEVY has neither knowledge nor control of the contractual commitments of the publisher of the Third Party Service. CLEVY declines any responsibility in case of damage resulting from access to Third Party Services or their use as well as in case of total or partial unavailability of a Service and/or Chatbot due to a Third Party Service.

The compatibility and interoperability of Chatbots are limited to Third Party Services presented as such by CLEVY. CLEVY cannot guarantee the compatibility and/or interoperability of the Services and Chatbots with a service not presented as such.

The Customer also acknowledges and accepts that CLEVY has no knowledge or control over the collection and/or processing of Personal Data by a Third Party Service.

Article 9. Account

Access to the Site is conditioned by the opening of an Account. To this end, the Customer fills in a registration form. The Customer guarantees that all the information he/she provides to CLEVY is accurate, up-to-date and sincere and is not misleading. He undertakes to update this information via his Account in the event of any changes, so that it always corresponds to the above-mentioned criteria.

Once the registration form has been validated, the Customer is redirected to a page where he/she must read the entire Agreement, before being able to check the box "*I have read the Agreement and accept it*" and click on the "Next" button.

The Customer is then redirected to a page summarizing the information he has provided. By clicking on the "*I accept*" button, the Customer and CLEVY conclude the Contract.

The Account can be closed at the request of the Customer, either by any ad hoc technical means accessible on the Website or by sending a registered letter with acknowledgement of receipt, to which proof of identity is attached, to CLEVY. In addition, the Account is automatically closed if there is no connection to the Site for a period of twelve (12) months. CLEVY undertakes to send the Customer a reminder one (1) month before the expiry of this period to the e-mail address provided by the Customer.

After the creation of the Account, access to all or part of the Site is secure and is made through a password or any other authentication device in accordance with the legislation applicable to CLEVY. The Customer's identifiers are strictly personal. It is forbidden to share them with a third party. He is responsible for the measures to be implemented to ensure their confidentiality. In the event of loss, theft or usurpation - suspected or proven - of its identifiers, it must immediately inform CLEVY at the following address security@clevy.io in order to revoke its password and obtain a new one. CLEVY shall in no way be held responsible for access to the Site by unauthorized third parties resulting from the illegal use of the Customer's password.

Article 10. Price

Current rates are available at: <https://csml.dev/studio/pricing>

In return for the services mentioned in the Offer, the Customer undertakes to pay CLEVY the fee, the amount of which is set according to the rates in force, on the day of the provision of the Service, for the Offer.

The amount of the fee and/or the prices is automatically increased, if necessary, by the amount of the value added tax (VAT) according to the rate applicable in France on the day of the invoicing as well as, if necessary, by the amount of all customs duties, import duties or other local taxes. The payment of the VAT and, if applicable, of these duties and taxes is the sole responsibility of the Customer. Any change in the VAT rate may be passed on to the Customer.

The invoice is made out in the Customer's name, in the Payment Currency. It is sent to him in digital format, by e-mail. The Customer accepts the systematic dematerialization of invoices.

The currency applicable for the Payment Currency is in principle the euro. When subscribing to the Offer, the Client located in a country outside the euro zone may request to use another Payment Currency. The Payment Currencies that CLEVY accepts to receive are mentioned on the Website during the subscription. The amount of the fees, charges and/or prices shall not increase or decrease by more than ten percent (10%) in the event of a variation in the exchange rate between the days of the birth and the execution of the debt. The Customer acknowledges and agrees that, depending on his credit institution and/or the place from which he subscribes, the total amount of the invoice may also be increased by his credit institution by specific charges, in particular related to a foreign exchange transaction.

The invoice is payable within thirty (30) days of the date of issue.

The payment of the invoice is done by credit card.

Payments are portable. They will be made at the home of CLEVY or at any credit institution that it designates to the Customer.

In accordance with the provisions of Article L441-6 of the Commercial Code and unless postponement requested in time and granted by CLEVY, any sum due not paid by the due date is automatically subject to late payment penalties equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points and a flat-rate compensation for collection costs of 40.00 euros, pursuant to Article D441-5 of the

Commercial Code. When the collection costs incurred are higher than the amount of this fixed compensation, CLEVY may request additional compensation, upon presentation of any evidence.

Article 11. Duration - End of the contract

The Contract takes effect on the date of signature by the Parties for the period stipulated in the Offer. At the end of this period, unless terminated by the Customer at the latest the day before the renewal date via his Account, the Contract shall be renewed by tacit agreement for an identical period.

The Customer's attention is drawn to the applicability to contracts concluded between professionals and non-professionals of Article L215-1 of the Consumer Code which states:

"For contracts for the provision of services concluded for a fixed term with a tacit renewal clause, the professional providing the services shall inform the consumer in writing, by letter or dedicated e-mail, no earlier than three months and no later than one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information, delivered in clear and understandable terms, shall mention, in an apparent box, the deadline for non-renewal.

Where this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial contract to a fixed-term contract, shall in this case be reimbursed within thirty days of the date of termination, after deduction of the sums corresponding, up to that date, to the performance of the contract.

The provisions of this article shall apply without prejudice to those which by law subject certain contracts to special rules as regards consumer information."

In the absence of repayment within thirty (30) days, the sums shall bear interest, in accordance with the provisions of Article L241-3 of the same Code:

"When the professional has not made the repayment under the conditions provided for in Article L. 215-1, the sums due shall bear interest at the legal rate."

These provisions apply to consumers and non-professionals, in accordance with the provisions of Article L215-3 of the same Code:

"The provisions of this chapter shall also apply to contracts between professionals and non-professionals."

The contract may be terminated by CLEVY by sending a registered email with acknowledgment of receipt to the Customer at least sixty (60) days before the termination takes effect.

In the event of a breach of its obligations by a Party, the affected Party may terminate the Contract by operation of law within fifteen (15) days following the notification of a registered letter with acknowledgement of receipt giving notice to the defaulting Party to comply with its obligations. This time limit need not be respected if the unfulfilled obligation cannot be remedied, as is the case in particular in the event of failure to comply with the obligation of secrecy and confidentiality. In this case, the registered letter will simply record the final and immediate termination.

The Agreement shall be terminated automatically in the event of the receivership of either Party or in the event of non-payment of the fee at the time of tacit renewal of the Agreement. It may be terminated in the event of the receivership of either of the Parties.

The end of the Contract, whatever the cause, entails for the Customer the obligation to cease all access to the Site and all use of the Services and for CLEVY the obligation to make available to the Customer all Data relating to the design, development and operation of Chatbots.

Article 12. Responsibility

The Parties acknowledge that the limitations and exclusions of liability set forth in the Contract reflect the allocation of risk under the Contract and the economic balance required by the Parties, and are intended to survive the termination of the Contract, regardless of cause.

The commitments of CLEVY under the terms of the Contract are an obligation of means, at the end of which the services will be performed in strict compliance with the professional rules in use and the Contract.

The Customer acknowledges and accepts that access to the Site is via the Internet and that technical problems may affect this network and lead to slowdowns or unavailability disrupting or preventing access to the Site. CLEVY disclaims any responsibility for difficulties in accessing the Site due to Internet disruptions.

The Customer is solely responsible for:

- The use of the Services;
- From the inadequacy of the Service to its needs and objectives ;
- The Data it processes and collects through the Services and Chatbots

It is recalled that under current legislation, CLEVY and its subcontractors are not bound by a general obligation to monitor the information transmitted or stored in the context of the execution of the Services, nor by a general obligation to seek facts or circumstances revealing illegal activities.

CLEVY declines all responsibility for:

- An unavailability of the Site and/or the Services and Chatbots or a drop in the quality of service in connection with the Customer's Digital Environment, and in particular its telecommunication operator;
- A malfunction or a malfunction of the Internet or any other telecommunication network which CLEVY would not have the control;
- Loss of Data due to misuse of the Services;
- The harmful consequences of non-compliance by the Customer of its commitments or a failure of the Customer to cooperate in the performance of the services under the responsibility of CLEVY ;
- Any use of the Services that does not comply with their purpose.

CLEVY can only be held liable for direct and foreseeable damage suffered by the Customer as a result of the Site and the Services provided by CLEVY, to the exclusion of any indirect damage. By express agreement between the Parties, are considered as indirect damages the financial losses, commercial, loss of customers, loss of profits, loss of brand image, loss of Data, files or computer programs and, in general, any commercial disturbance.

In addition, CLEVY does not assume or be exposed to the risks associated with the activity of the Customer in the context of the use of the Service and the operation of a Chatbot.

In any case, when CLEVY is held liable, the Parties agree that the damages, indemnities, compensation and other forms of reparation are limited to the net value of the services. By net value of the services, we mean the sums actually paid by the Customer to CLEVY for the Services that are the cause of CLEVY's liability, during the calendar year in which the damage occurs, excluding taxes and costs.

Any action to engage the liability of CLEVY must be brought by the Customer within twelve (12) months from the date on which the Customer first became aware or should have become aware of the facts giving rise to its action.

CLEVY declares that it has taken out an insurance policy with a solvent insurance company covering its civil liability under the Contract and pay the corresponding premiums. CLEVY undertakes to maintain the said insurance policy in force for the entire duration of the Site's online availability.

Article 13. Force majeure

In the event of force majeure, as defined by French law and interpreted by the French courts, the non-performance of any of its contractual obligations by either Party shall not engage its liability.

Article 14. Proof

Unless otherwise stipulated, the files, connection logs, time-stamping information, data, messages and computerized records kept in the computer systems of each Party constitute refutable proof of the communications, exchanges, orders and payments that have taken place between them, provided that the Party from which they emanate can be identified and that they are established and kept in conditions that guarantee their integrity.

Article 15. Information Technology and Civil Liberties

The Parties undertake to comply with and ensure compliance with all applicable legal obligations regarding the protection of Personal Data, and in particular with the rules defined by Regulation No. 2016/679 of 27 April 2016 and Law No. 78-17 of 6 January 1978.

Each Party guarantees that it has complied with all legal obligations relating to the protection of Personal Data, and in particular that it has carried out all prior formalities with the competent data protection authority, which may be incumbent on it in respect of the implementation of this processing of Personal Data.

15.1. Subcontracting RGPD

The Customer is solely responsible for defining the characteristics of the processing of personal data that may be implemented via a Chatbot, for informing

the persons concerned and, where applicable, for obtaining their consent and managing their requests.

The rights and obligations of the Parties regarding the processing of Personal Data carried out on behalf of the Customer are set out in the Data Processing Agreement.

The Customer undertakes to comply with all legislation applicable to its activity as well as legislation relating to the protection of Personal Data. The Customer is personally responsible for obtaining all authorizations, accreditations, certifications or opinions that may be required for the processing of Personal Data. The Customer undertakes in particular to complete the formalities that may be required with the competent data protection authority and to keep them up to date. The Customer guarantees CLEVY against any claim that the Customer, a third party or the competent authorities could initiate against CLEVY and which would result, directly or indirectly, from the failure of the Customer to comply with the legal and regulatory obligations applicable to its activity. The Customer undertakes to :

- To voluntarily intervene in any proceeding relating to such claim, upon notification by CLEVY ;
- Guarantee CLEVY against all consequences of administrative, civil or penal condemnations which could be pronounced against it;
- Indemnify CLEVY for the amount of costs incurred as a result of this claim, including costs of proceedings, fees of all kinds, including attorney's fees, travel expenses and costs of analysis and expertise.

15.2. Processing of Personal Data necessary for the management of the contractual relationship

For the purposes of concluding, executing and monitoring the Contract, CLEVY implements a processing of Personal Data relating to the management of the commercial relationship with the Customers.

For these purposes, CLEVY may collect and process the following information about the Customer:

Category of Personal Data	Personal Data	Data Retention Period
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Identifying data	<ul style="list-style-type: none"> - Identity: title, surname, first name, date of birth, internal client identification code; - Contact information: address, telephone number (landline and/or mobile), fax number, e-mail. 	<ul style="list-style-type: none"> - Contract duration increased by 3 years on an active basis for customers - 3 years from the last contact at the initiative of the prospect in active base - Beyond that, the Personal Data will be kept in an archive for the legal archiving period (5 or 10 years)
Contractual data	<ul style="list-style-type: none"> - Transactions: transaction number, Offer details, amount, frequency, service history, origin of the sale or order (seller, representative, partner, affiliate); - Information: requests for documentation, requests for trials; - Correspondence with the customer and after-sales service, exchanges and comments from customers and prospects, person(s) in charge of customer relations. 	<ul style="list-style-type: none"> - Time required to manage the commercial relationship in active base - 10 years from the end of the contract, in an archive, for evidentiary purposes or to meet a legal obligation
Economic and financial data	<ul style="list-style-type: none"> - Settlement: terms, discounts, receipts, balances and outstanding payments; - Metadata relating to the payment received from the service provider mandated by CLEVY for this purpose. 	10 years from the date of invoice

The transmission of this Personal Data is necessary for the conclusion and execution of the Contract.

This Personal Data is only intended to allow the conclusion, execution and monitoring of the Contract as well as the billing of commissions. CLEVY will not use

this Personal Data for any other reason and undertakes to ensure their confidentiality as well as any exchange, loan or transfer, for commercial purposes, of Personal Data processed in this context.

The following may be recipients of this Personal Data:

- The authorized personnel of the marketing department, the sales department, the departments in charge of customer relations and prospecting, the administrative departments, the logistics and IT departments and their line managers;
- The authorized personnel of the departments in charge of the audit (auditor, departments in charge of the internal audit procedures, etc.);
- Judicial and legal officers for the collection of debts;
- Accountants and CPAs;
- Subcontractors of the Parties.

The Customer acknowledges and accepts that all or part of the Personal Data may be transferred outside the European Union, if necessary to a third country which has been the subject of an adequacy decision or to a subcontractor bound by the standard contractual clauses established by the European Commission or by binding company rules.

The Customer has the following rights at any time, upon simple request accompanied, if necessary, by proof of identity:

- Right to object, for legitimate reasons, to the processing of Personal Data concerning him/her;
- Right of access, communication and rectification of the Personal Data concerning him;
- Right to the deletion of Personal Data concerning him/her, subject to the legal obligations of the Parties and the necessities relating to the execution of the Contract;
- Right to limit the processing of Personal Data concerning him;
- Right to the portability of the Personal Data provided by him;

Applications should be addressed to:

by email: dpo@clevy.io
by mail:
CLEVY
À l'attention du DPO
12 rue Anselme

93400 SAINT-OUEN
FRANCE

If the Customer considers that the other Party is not complying with its obligations, it may refer the matter to the CNIL.

Article 16. Intellectual Property

16.1. Intellectual property of CLEVY

The CSML Language, the Services, the Site and their computer design and content, including text, graphics, images and sounds appearing therein, are protected under intellectual property. CLEVY declares that it holds all the rights and authorizations necessary for access and use of the Site and Services.

The Customer shall not infringe, directly or indirectly, the rights of CLEVY. Any representation, reproduction, exploitation or modification, by any means whatsoever and on any medium whatsoever, of all or part of these works of the mind, without the written permission of CLEVY, is prohibited. The Customer is prohibited from extracting or reusing, substantially or not, repeatedly and systematically or not, all or part of these databases, data and information in violation of these GCU and / or additional contractual conditions.

CLEVY and the Customer are respectively owners of their trademarks, names, acronyms, logos and other distinctive signs, whatever the form and / or support. Each Party shall refrain from infringing the rights of the other Party on all these elements and shall refrain from causing any confusion in the public mind on the ownership of the other Party on the said elements, and this by any means whatsoever.

16.2. Customer's intellectual property

Customer retains ownership of any Data it uses in the design, development, and operation of the Chatbots, as well as Data collected in the operation of the Chatbots.

He owns the copyright to the Source Code of any Chatbot he develops using the Services, with the exception of Templates that may be made available to him.

Article 17. Communication

CLEVY reserves the right to include the names, trademarks, acronyms, logos and other distinctive signs of the Customer on a list of references or a brochure and / or commercial and / or marketing document of any kind, and this, in paper or electronic version, which the Customer acknowledges and agrees.

Article 18. Assignment of contract - Subcontracting

The Customer acknowledges and agrees that the Agreement may be assigned to a third party without prior notice.

CLEVY also reserves the right to assign all or part of the execution of the services to subcontractors meeting the same qualification requirements.

Article 19. Notification

Unless otherwise stipulated, any notification or correspondence under the Contract is validly made when it is made by mail, even electronic, or through an internal communication feature of the Site.

Any notice required to be given by registered mail with return receipt requested may be given by means of a third party e-mail service with return receipt requested.

Article 20. Entire contract

The Agreement represents the entire agreement between the Parties and supersedes any prior agreement between them. It is composed, in descending order of priority, of the following documents:

1. TOS;
2. Additional Contractual Conditions;
3. The Data Processing Agreement.

In the event of contradiction between the various documents, the stipulations of the highest-ranking document in the hierarchy shall take precedence over those of the lowest-ranking document.

In the event of a contradiction between one or more provisions contained in a document of the same rank, the most recent document shall prevail.

The fact that a provision in a lower-ranking document is not expressly referred to in the higher-ranking document does not render the provision legally ineffective.

The Agreement shall prevail over any other general or special conditions not expressly agreed by CLEVY.

By using each Service, the Customer expressly declares that he has read the Agreement and accepts it without reservation. He undertakes to respect it.

Given the possible changes in the Services and regulations, CLEVY reserves the right to modify the Contract at any time. These changes will be brought to the attention of the Customer at the first subsequent connection to the Website. The refusal of the Contract or of any subsequent modifications excludes the use of the Services concerned. CLEVY reserves the right to terminate the Contract with the Customer who does not respect it or who refuses any modification, without the Customer being able to claim any compensation.

Given the possible changes in the Service and regulations, CLEVY reserves the right to modify its GCU at any time. These changes will be brought to the attention of the Customer at the first subsequent connection to the Service. The refusal of the TOU or their subsequent amendments excludes the use of the Service. CLEVY reserves the right to terminate the contract with the Customer who refuses or does not comply with the TOU, without the Customer being able to claim any compensation.

Article 21. Claims - Applicable Law and Jurisdiction

The Agreement is governed by and construed in accordance with the laws of France. Drafted in French, it may be translated into any language, with the French version being the only authentic version in this case.

According to article L612-1 of the Consumer Code, *"any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable settlement of a dispute between him and a professional"*.

The disputes falling within the scope of article L612-1 of the Consumer Code are the disputes defined in article L611-1 of the Consumer Code, i.e. disputes of a contractual nature, relating to the performance of a contract for the supply of Sites, between a consumer and a professional. The text covers both national and cross-border disputes.

For any difficulty, the Customer is invited to contact CLEVY beforehand:

CLEVY

Service Client
12 rue Anselme
93400 SAINT-OUEN
FRANCE
contact@clevy.io

An online dispute resolution platform is available to the Customer at the following address

<https://www.devignymediation.fr/consommateurs.php>

Only complaints relating to the use of the Site will be taken into account.

In the year following the Customer's request to CLEVY, the Customer may, in accordance with Article R616-1 of the Consumer Code, have his request examined by a mediator whose contact details are given below, bearing in mind that a dispute may only be examined by one mediator, except in exceptional circumstances:

DEVIGNY MEDIATION
9 avenue René GASNIER D01 49100 - ANGERS

<https://www.devignymediation.fr/consommateurs.php>

For cross-border disputes, the competent mediator is :

European Consumer Centre France :
europe-consommateurs.eu

The Client may be assisted by a counsel, at his own expense.

Any dispute to which the use of the Site could give rise will be governed by French law and the exclusive jurisdiction of the competent French courts.

Article 22. Various stipulations

Each of the Parties represents and warrants to the other Party that it has the necessary rights to enter into and perform the Contract, and in particular that the entering into and performance of the Contract does not contravene the terms of any other contract to which either of them is a party.

Any reference to a statutory provision is a reference to that provision as amended, extended, reformed, revised or consolidated and includes all statutory instruments made pursuant to it and/or for its administration.

In the event of any difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of the clauses, the titles shall be declared non-existent.

The nullity of a clause shall not entail the nullity of the Contract, with the exception of an impulsive and determining clause that led one of the Parties to contract. The cancelled clause or clauses shall be deemed not to have been written.

The fact that either Party does not at any time avail itself of any of the clauses or that it tolerates the temporary or permanent non-performance of the obligations of the other Party shall not be construed as a waiver of its right to avail itself of such clause at a later date.

The fact that either Party tolerates non-performance or imperfect performance of the Contract or, more generally, tolerates any act, abstention or omission of the other Party that does not comply with the provisions of the Contract shall not confer any right whatsoever on the Party benefiting from such tolerance.