



## **Terms of Service**

**Last Revised: 06/05/20**

Please read this agreement carefully, as it contains important information regarding your legal rights and remedies.

## **Article 1: User Agreement**

The purpose of this User Agreement (the “Terms”, “Terms of Service”, “Terms of Use”, “User Agreement”) is to detail the responsibilities of Clust Technologies S.A.S a private limited company, registered at Paris Registration of the Commercial Court, France (“Us”, “We”, “Clust”, “Our”) as a Service provider and your obligations as a User (“You”, “Your”, “Sender”, “Subscriber”, “Developer”, “Customer”).

This Agreement sets forth the general terms and conditions of your use of this Website and Mobile app (“Site”) and the services purchased or accessed through this Site. Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies, including the Privacy policy.

We’ll write them in plain English so that they are easy to understand. **Clust will evolve with Your feedback**; hence, We reserve the right and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site.

Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services.

In addition, We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account (“Account”) information current. Clust assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

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.

If, after your electronic acceptance of this Agreement, Clust finds that you do not have the legal authority to bind such organization, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations.

## Article 2: The Services

Clust Technologies S.A.S provides a suite of Digital Products and Services that allow Users to streamline client and admin workflows using online invites and secure portals. Clust also provides Application Programming Interfaces (the “API”) that allow Users to build integrated application processes within a User’s websites, applications, or other properties (“Users Properties”).

The “Services” means, collectively, the computer applications, interfaces, software, programs, products, services and websites provided or made available by Clust and its affiliates, which you may use for, among other things, requesting, collecting, uploading, storing and sharing Content as part of a client or administrative Process.

## Article 3: Use of Services and User conduct

### 3.1 LIMITED LICENSE

Subject to Our Terms of Service, Clust grants you a limited, non-exclusive, non-transferable license to utilize the Services for its Business purposes so long as;

- (i) you are eligible to form a binding contract and
- (ii) you are not barred from receiving the Services under French law or other applicable law.

### 3.2 ACCESS RIGHTS

You may only use this Site and the Services if you are **18 years of age or older**, able to legally agree to these Terms, and not a competitor to Clust (or developing any competing and/or similar products or services).

In order to access and/or use the Services, you and your Authorized Users (as defined below) may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continued use of the Services, and you will be responsible for maintaining the accuracy and completeness of such information.

You represent and warrant to Clust that all information you submit when you create your Account is accurate, current, and complete and that you will keep your Account information accurate, current, and complete.

If Clust has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Clust reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. The account information will be governed by Clust’s Privacy Policy.

You may be assigned a username and/or existing email address and password (collectively, "Account ID"), for you to access or use the Services, or to modify your account settings and Content.

You must ensure that any account ID and other access credentials (such as API tokens) for the Clust Service are **kept strictly confidential and not shared with any unauthorized person.**

If any Authorized User (as defined below) stops working for You, You must immediately terminate that person's access to its account and any Clust Service.

You agree to immediately notify us of any unauthorized use of your Account ID, account or any other breach of security. For security purposes, Clust recommends that you change your password at least once every six (6) months for each Account or activate the 2-factor authentication provided with the Service. Clust will not be liable for any loss you incur due to any unauthorized use of your Account.

We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account ID secure.

#### **Transfer of Data Abroad.**

If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

### **3.3 AUTHORIZED USER**

An "Authorized User" is defined as an individual person (e.g. an employee, a contractor, an agent of a User or Partner's client) who is registered and permitted by a User to use the Clust Services subject to these Terms. User shall ensure that its Authorized Users comply with these Terms and the Customer is responsible for all actions of its Authorized Users.

### **3.4 FREE TRIAL ACCOUNTS OR BETA**

We may allow Users to open accounts for the use of certain Services at no charge and **without the need to execute a User Agreement** (collectively, "Free Trial Accounts", "Demo accounts", "Beta").

Free Trial Accounts may include the use of the Services for a limited period (free trials) or for firms or groups of a limited size, in Clust's sole discretion.

If you open a Free Trial Account or participate in a Beta Release, the use of any and all Services by you and any user you invite to your workspaces shall be governed by these Terms of Service.

Clust may use good faith efforts in its discretion to assist User with Free Trial Accounts. Nevertheless, and without limiting the other disclaimers and limitations in these Terms, user agrees that any free trial accounts or beta are provided on an “as is” and “as available” basis without any warranty, support, maintenance, storage, sla, or indemnity obligations of any kind.

customer further acknowledges and agrees that free trial accounts or beta may not be complete or fully functional and may contain bugs, errors, omissions, and other problems for which Clust will not be responsible.

accordingly, any use of trial accounts for live production is at customer’s sole risk.

You acknowledge and agree to provide prompt feedback regarding your experience with the Trial Services or participation in Beta Release in a form reasonably requested by us. You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. Any intellectual property inherent in your feedback or arising from your use of the Trial Services shall be owned exclusively by Clust.

clust reserves the right to modify, change, or discontinue any aspect of the trial services or beta at any time.

### **3.5 PROVISION OF SERVICES**

We retain the right to implement limits on the amount of storage available to you, the number of users with whom you may collect or share Content from/with, the nature of Content permitted to be uploaded or displayed, and other limitations at any time.

Clust may engage certain affiliates, subcontractors or other third parties to provide all or part of the Services to you, and you hereby acknowledge and agree that such third-party involvement is acceptable.

Further, you acknowledge that in using the Services to send a message, request, or transmit other Content, you will be causing communications to be sent through computer networks owned by Clust and third parties that are located throughout Europe and other regions.

In performing the required technical steps to provide the Services to our users, Clust may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

We reserve the right at any time and in our sole discretion to modify or discontinue, temporarily or permanently, the Services or any part thereof (including Software), with or without notice.

We may take any measures we deem necessary or appropriate in connection with the operation of the Services, including for maintenance or security reasons, which may affect the availability of the Services.

You agree we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Services. Clust may install software updates from time to time with the intention of improving, enhancing, repairing, and/or further developing the

Services, and you agree to permit us to deliver these to you (and you to receive them) as part of your use of the Services.

### 3.6 USER CONDUCT

You acknowledge and agree that all information, data, documents, text, photographs, images, files, software, sounds, recordings, graphics, video, messages, tags, and other materials, in whatever form and technical structure, privately transmitted or stored using the Services, are the **sole responsibility of the person(s) originating such Content and introducing such Content into the Services.**

You agree that your use of this Site and the Services, including any content you submit, will comply with this Agreement and all applicable local, national, and international laws, rules and regulations. You agree that **you are responsible for your own conduct and all conduct** under your account, and for all the Content that is created (eg. Application Templates, Client invitations, Messages, Forms, e-contracts and etc...) by anyone using your Account ID with the Services and for any consequences arising as a result thereof.

You are responsible for the configuration of your computer and mobile equipment and security settings, in particular, to protect your system from the outbreak of device viruses.

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Clust. You understand and agree that Clust assumes no responsibility for the content, terms, and conditions, privacy policies, or practices of any third-party websites. In addition, Clust does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Clust from any and all liability arising from your use of any third-party website. Accordingly, Clust encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

### 3.7 USER OBLIGATIONS

You agree to:

- (i) maintain a legally-adequate Privacy Policy on your own website or properties, and provide all required disclosures to your Recipients (as defined below)

“Recipients” are non-subscriber users. They can be clients, candidates, suppliers, speakers, patients, sellers, borrowers, guarantors, or any other stakeholder to whom a User engages using our Services.

- (ii) inform your Recipients of such disclosures by adding your Privacy Policy URL into your account;

- (iii) obtain all necessary rights and consents to allow Data or other information (including any personal information) to be collected, downloaded, used, shared and disclosed in the manner contemplated by these Terms;

(iv) not take any action that would cause Clust, the Clust Service or APIs to become subject to any third-party terms (including open source license terms);

(v) do not use this Site or the Services in a manner that: is illegal, or promotes or encourages illegal activity; infringes on the intellectual property rights of another User or any other person or entity; violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity.

You undertake not to keep data from the documents/information you collect using our Services for the purpose of enriching your databases, nor assigning, transmitting, free or expensive, all or part of the confidential information to anyone and any title whatsoever.

You agree to make confidential information accessible only to members of your 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.

## Article 4: Ownership and Feedback

### 4.1 USER DATA

**You retain all right, title, and interest (including any intellectual property rights) in and to the content that You create into the Clust Service** (excluding any Clust intellectual property) (the “User Data”).

You hereby grant Us a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify, and create derivative works of the User Data **solely to the extent necessary to provide the Clust Service** or as otherwise permitted in these Terms.

You expressly authorize Clust to use and **process your Data** (including any Confidential Information contained therein) as described in these Terms and in the Clust Privacy Policy, which provides for, but is not limited to, processing online applications and submissions with third parties as directed by your use of the Clust Services.

### 4.2 INTELLECTUAL PROPERTY

You acknowledge that you are obtaining only a limited right to use the Clust Services and that irrespective of any use of the words “purchase”, “sale” or similar terms, no ownership rights are transferred to You (or your Authorized Users or end-users) under these Terms.

You agree that Clust (and its suppliers) retain all rights, title and interest (including all intellectual property rights) in and to all Clust Services, and all related or underlying documentation, text, technology, software, code, API, know-how, service marks and logos, graphics, photos, templates, anything delivered as part of the support of other services, and any updates, modifications, or derivative works of any of the foregoing (all of which is deemed Clust's Confidential Information) and that We reserve any licenses not specifically granted in these Terms.

Other than the applicable mobile applications and APIs, the Clust Service is offered as an online, hosted product.

Accordingly, You acknowledge and agree that it has no right to obtain a copy of the software behind any Clust Service and that Clust at its option may make updates, bug fixes, modifications, or improvements to the Clust Service from time-to-time.

You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any Clust Content) or enforce limitations on the use of this Site or the Services found at this Site.

### **4.3 FEEDBACK**

If you want to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Clust (collectively, "Feedback"), You hereby grant Us a worldwide, perpetual, non-revocable, sub-licensable, royalty-free right and license to use, copy, disclose, license, distribute, and exploit any Feedback in any format and in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise.

Nothing in these Terms limits Our right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

## **Article 5: Payment Terms**

### **5.1 SUBSCRIPTION PLAN**

The prices, features, and options of the Clust Services depend on the Subscription Plan you choose (including any usage or overage fees).

We do not guarantee that your particular Subscription Plan will be offered indefinitely. We reserve the right to change the prices, features, or options included in a particular Subscription Plan without notice, provided that such changes shall not take effect until your next applicable subscription term.

### **5.2 RECURRING CHARGES**



By signing up for a Subscription Plan, You authorize Clust to charge Your payment method on a recurring basis (e.g. monthly, quarterly, or yearly depending on your Subscription Plan).

You expressly authorize Clust to charge your payment method (such as a credit card or Direct Debit) for the applicable subscription charges, any usage or overage charges, and any and all applicable taxes and fees. Such authorization is effective until the end of the Subscription Term and any applicable Renewal Term, or until You cancel all of your subscriptions.

In addition, Clust may participate in “recurring billing programs” or “account updater services” supported by your credit card provider (and ultimately dependent on your bank’s participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing Payment Method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us.

In accordance with recurring billing program requirements, in the event that we are notified of an update to your credit card number and/or expiration date, Clust will automatically update your payment profile on your behalf. Clust makes no guarantees that we will request or receive updated credit card information. You acknowledge and agree that it is your sole responsibility to modify and maintain your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring your associated Payment Method(s) are current and valid. Further, you acknowledge and agree that your failure to do so, may result in the interruption or loss of Services, and Clust shall not be liable to you or any third party regarding the same.

### **5.3 TAXES**

Clust’s fees are exclusive of all taxes, and You must pay any applicable sales, use, VAT, GST, excise, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Clust.

You will not deduct any applicable taxes from the payments to Clust, except as required by law.

If such deduction is required by law, We will increase the amount payable as necessary so that after making all required deductions and withholdings, We receive and retain (free from any such liabilities) an amount equal to the amount it would have received had no such deductions or withholdings been made.

### **5.4 NO REFUNDS**

Except as expressly provided in these Terms, all charges and payments are non-refundable, non-cancellable, and non-creditable.

## **5.5 LATE FEES AND COLLECTION COSTS**

You are informed and expressly accepts that any delay in payment of all or part of a sum due on its due date will automatically result, without prior formal notice, in the invoicing to the benefit of Clust of late payment interest at a rate of three (3) times the legal interest rate, based on the amount of all sums owed by the Customer and a flat-rate compensation of forty (40) euros for collection costs.

# **Article 6: Term and Termination**

## **6.1 TERM**

These Terms are effective until all Subscription Terms for the Clust Services have expired or are terminated as expressly permitted herein.

## **6.2 SUBSCRIPTION TERM AND RENEWALS**

You agree to pay applicable fees for the entire Subscription Term. You cannot cancel or terminate a Subscription Term except as expressly permitted by Section 6.4 (Termination for Cause).

If no subscription start date is specified on the applicable order form, the subscription starts when You first obtain access to the applicable Clust Service.

Each Subscription Term will automatically renew for additional successive periods equal to the initial subscription (e.g. if You have an annual plan then the subscription will renew for an additional 12-month term, if You have a monthly plan then the subscription will renew for additional month terms) unless:

- (i) otherwise stated on the applicable order form; or
- (ii) either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Pricing for any Subscription Term renewal, new order form, or order form changes will be at Clust's then-applicable rates.

## **6.3 SUSPENSION OF SERVICE**

Clust may suspend or terminate Your access to the Clust Services if:

- (i) Your account is overdue; or
- (ii) You have exceeded its limits; or
- (iii) You requested that We delete Your account,
- (iv) You couldn't complete the payment of any fees or other sums due to Clust or any other party related to your use of the Services,

(e) this is requested by law enforcement or other government agencies,

Clust may also suspend Your access to the Clust Services or remove Your Data if We determine that:

(i) You have breached any portion of these Terms, or

(ii) the suspension is necessary to prevent harm or liability to other customers or third parties or to preserve the security, stability, availability or integrity of the Clust Service.

Clust will have no liability for taking action as permitted above. For the avoidance of doubt, You will remain responsible for payment of fees during any suspension period under this Section 6.3. However, unless these Terms have been terminated, We will cooperate with You to promptly restore access to the Clust Service once we verify that You resolved the condition requiring suspension.

#### **6.4 TERMINATION FOR CAUSE**

Either party may terminate these Terms, including any related Order form, if the other party:

(i) fails to cure any material breach of these Terms (including a failure to pay undisputed fees) within thirty (30) days after written notice detailing the breach;

(ii) ceases operation without a successor; or

(iii) if permitted by applicable law, seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any of these proceedings are instituted against that party (and not dismissed within sixty (60) days thereafter).

#### **6.5 ACCOUNT DELETION**

To close your account, You are invited to send us an email to [contact@clustdoc.com](mailto:contact@clustdoc.com) with the subject ' termination ' as well as the reason for cancellation in the body of the email.

## **Article 7: Confidential Information**

### **7.1 CONFIDENTIAL INFORMATION**

"Confidential Information" means;

(i) for Clust, the Clust Services and Documentation;

(ii) for You, Your Data;

(iii) any other information of a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures,

summarized in writing within thirty (30) days of the initial disclosure and delivered to the recipient), or that due to the nature of the information the recipient would clearly understand it to be confidential information of the disclosing party; and

(iv) the specific terms and conditions of these Terms, and any amendment and attachment thereof, between the parties.

## **7.2 CONFIDENTIALITY OBLIGATION**

Each party must:

(i) hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by these Terms; and

(ii) only use the other party's Confidential Information to fulfill its obligations and exercise its rights under these Terms. Each party may share the other party's Confidential Information with its, and its Affiliates', employees, agents or contractors having a legitimate need to know (which, for Clust, includes the subcontractors referenced herein) provided that the party remains responsible for any recipient's compliance with the terms of this Section 7 and that these recipients are bound to confidentiality obligations no less protective than these Terms.

# **Article 8: Privacy and Security**

## **8.1 CLUST PRIVACY POLICY**

The information you provide to us or that we collect from you will be used as described in these Terms and in the Clust Privacy Policy. Please carefully read the Clust Privacy Policy as it contains important details about our collection, use, and retention of information.

## **8.2 SECURITY**

Clust protects your information from unauthorized use or disclosure by taking reasonable technical and organizational measures designed to secure our systems from unauthorized access, use or modification.

# **Article 9: Right of withdrawal**

In accordance with the provisions of articles L. 221-18 and following the Consumer code, You as a User, meeting the criteria of article L. 221-3 of the Consumer Code, have 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 clustdoc.com, in which case an acknowledgment by email 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 10: 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 and data 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 endeavor 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 an 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 You. It is Your responsibility to inform the Recipient 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 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 Users 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.

You agree to protect, defend, indemnify and hold harmless Clust and its officers, directors, employees, agents, and third-party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities, and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Clust directly or indirectly arising from:

- (i) your use of and access to this Site or the Services found at this Site;
- (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or
- (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right.

The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

#### **10.1. MAINTENANCE**

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 any interruption of service linked to the Internet network.

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

Similarly, the User acknowledges and accepts that the use of the platform may be interrupted for the purpose of performing maintenance operations, repairs or replacements, and/or updating. Clust will make every effort to ensure that these operations are as short and as rare as possible.

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 a 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@clustdoc.com](mailto:contact@clustdoc.com) or by contacting the assistance Telephone number specified on the website.

You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis and that we assume no liability to you or any other party with regard thereto.

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

## 10.2. EMAIL SUPPORT

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

Email assistance is provided from Monday to Friday from 9am to 6pm, with the exception of French public holidays. To access the service, 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@clustdoc.com](mailto:contact@clustdoc.com)).

# Article 11: General Provisions

## 11.1 DISPUTES AND GOVERNING LAW

As Clust Services are reserved for the use of professionals, any dispute which may intervene in connection with the use of the Services subject to these Terms, 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 endeavor to settle amicably any dispute that may arise in the present proceedings.

## 11.2 LANGUAGE AND TRANSLATIONS

Clust may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is any inconsistency or conflict between a translation and the French version, **the French version will control.**

## 11.3 HOW TO CONTACT CLUST

If you have any questions about these Terms, please contact us at [contact@clustdoc.com](mailto:contact@clustdoc.com).

# Article 12: Acceptable Use Policy

In connection with the use of any Clust Service, website or system (collectively, the “Clust Platform”), you must not:

- Post or transmit abusive messages, defamatory, libellous, false or misleading statements, hate speech, or messages that incite or threaten violence;
- Transmit or engage in any activity related to spam, chain letters, or unsolicited messages (including email);
- Impersonate another person, misrepresent your affiliation with another person or entity, engage in fraud, or hide or attempt to hide your identity;
- Access any unauthorized part of the Clust Platform;
- Interfere with the normal functioning, integrity or operation of the Clust Platform;
- Upload or transmit invalid data, viruses, worms, bugs, Trojan horses, harmful code, malware, or other software agents;
- Decipher or decrypt transmissions, circumvent any access, authentication or copy restrictions of, or otherwise attempt to compromise the security of the Clust Platform (including another user’s account);
- Attempt to probe, scan or test the vulnerability of any part of the Clust Platform without proper authorization;
- Attempt to modify, or gain unauthorized use of or access to, another user’s account(s), website(s), application(s), system(s), equipment or data;
- Collect or harvest any personally identifiable information, including account names, from any other user’s account;
- Use the Clust Service or other parts of the Clust Platform in violation of any applicable law or regulation, including privacy laws in applicable jurisdictions; or
- Upload, use or transmit any content, data or materials that violate applicable laws or regulations;
- reproduce, duplicate, copy, sell, trade, resell, lease, rent, resell, sublicense or exploit for any commercial purposes, any portion or use of, or access to, the Services;



- incorporate the Clust Service (or any portion of such) with, or use it with or to provide, any site, product, or service, other than on sites/applications owned-and-operated by User and as specifically permitted herein;
- publicly disseminate information regarding the performance of the Clust Service (which is deemed Clust's Confidential Information);
- modify or create a derivative work of the Clust Service or any portion of it;
- reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to any Clust Service, except to the extent expressly permitted by applicable law and then only with advance notice to Clust;
- break or circumvent any security measures, rate limits, or usage tracking (such as event tracking) of the Clust Service, or configure the Clust Service (or any component thereof) to avoid sending events or to otherwise avoid incurring fees
- distribute in any medium any portion of the Clust Service except as permitted herein;
- access the Clust Service for the purpose of building a competitive product or service or copying its features or user interface;
- use the Clust Service for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Clust's prior written consent; or
- remove or obscure any proprietary or other notices contained in the Clust Service, including in any reports or output obtained from the Clust Service;
- use or permit the Services to be used for any illegal or misleading purpose, or any manner inconsistent with these Terms.

Without limiting any other remedies available to it, Clust may in its sole discretion suspend or terminate access to the Clust Platform for violations of this Acceptable Use Policy, to prevent harm to other parties, or to preserve its security, availability or integrity. Terms not defined in this Acceptable Use Policy will have the meaning set forth in the applicable agreement between you and Clust.

## **Article 13: Service Specific Terms**

### **13.1 SERVICE DESCRIPTION**

Clust is a customer onboarding and collaboration service which allows Customers to request, collect, display, and share electronically documents and information.

#### **Authentication**

A person sending/requesting documents via Clust must either have a Clust account or have received a client invitation in their email account or have created an application using the portal or else.

## **Audit Trails**

Applications completed in Clust include an audit trail that contains information that helps track your submissions through its lifecycle.

This information includes, but is not limited to, unique document ID generated by Clust, email addresses of the sender and recipient(s), IP addresses of the sender and recipient(s), and track events (such as date, time, and located when the following events occur - document/file uploaded, application viewed, document/line item removed, document/line item approved, document/line item commented, document/line item sent, document signed, Recipient email updated, message sent/received).

## 13.2 CLUST API



### Service Description

Clust Application Programming Interface (“Clust API”) allows customers to easily integrate or embed the Clust onboarding solution into its application or workflow, creating a clean, branded, and seamless online experience allowing users to send their documents and information to your company and/or their customers.

### Authentication

To the extent that Customer elects to use the Clust API to enable embedded features on Customer Properties, the Customer is required to authenticate the identity of each Recipient of Document request through email confirmation or such other means that Clust may approval in its sole discretion. The user is solely responsible for such Document Request authentication.

### Document Requests

A “Document Request” is the workflow that takes place when the Customer initiates a new Document Collection process and makes a corresponding call to the Clust APIs. For example, if you call “createDossier” to send out a document request, this will constitute one (1) Document Request.

### API Keys

In order to use the Clust APIs, the Customer must obtain its unique API credentials (an “API Key”) via the registration process. The customer is solely responsible for all activity associated with its API Key, regardless of whether it has knowledge of such activity. Customer must not share its API Key with any third party, shall keep such API Key secure, and shall use it as Customer’s sole means of accessing the Clust API.

### Properties

Only those Customer Properties that have been approved by Clust may access and use the Service. Clust reserves the right to reject any Customer Property, for any reason, in its sole discretion, including but not limited to ensure that you comply with the Terms and the **Acceptable Use Policy**. Furthermore, you will ensure that the Customer Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.

## **API Restrictions**

You agree that you will not (and will not permit any third party to) directly or indirectly:

- (a) create an API client that functions substantially the same as the Clust APIs;
- (b) make any use of the Clust APIs for any purpose independent of the Customer Properties;
- (c) misrepresent the source or ownership of the Clust APIs or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the Clust APIs; or
- (d) interfere with or disrupt the Clust APIs or the servers or networks providing the Clust APIs or Service.

## **User Applications**

Users may use the Clust APIs to develop applications and/or embedded Document collection experiences for use by User or User's clients and their respective end users (collectively "User Applications"). User shall be solely responsible for the User Applications and shall ensure it has:

- (a) provided its customers, clients, and end users with the applicable terms (including privacy terms) that authorize Clust to provide the Services hereunder, and
- (b) the proper authority and/or authorization to share user or Recipient information (including personally identifiable information) with Clust.

## **13.3 THIRD PARTY INTEGRATIONS / CONNECTORS**

### **Service Description**

Third Party Integrations help connect Clust with the services you already use to power your business. Some examples of such integrations are Google (Gmail, Google Docs, Google Drive, and G Suite), Box, Clust, Evernote, Hubspot CRM, Microsoft OneDrive, Oracle, and Slack.

### **Eligibility**

To use a Clust integration you must be a Clust User and a customer of the service you want to use the integration with. Some integrations may require that you approve the use of such service and/or consent to the transfer of your information/data between Clust and the third-party service.

### **Third Party Content and Products**

You are solely responsible for the use of such integration, third party service, and ensuring that you have the proper rights and permissions to share data between Clust and the third-party services. You understand that the Third-Party Integrations may provide Customers with access to Third Party Content and to Third Party Products that may access Customer's instance of the Clust Services and export, delete or otherwise alter Customer Data (including Customer's Confidential Information).

### **Disclaimer**

Clust does not warrant or directly support third party integrations, Third Party Content, Third Party Products (whether or not these items are designated by Clust as "powered", "verified" or otherwise) and disclaims all responsibility and liability for these items and their access to the Clust Services, including their modification, deletion, disclosure or collection of Customer Data.

## Withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract. Electronic version available on our [Help Center](#))

To be sent to [contact@clustdoc.com](mailto:contact@clustdoc.com)

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

Ordered/Received on

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Name of client

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Address of client

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Reason for termination

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Date

Signature

