

MYFAQ SAAS SUBSCRIPTION AGREEMENT

Provider: Faciliter AI, SASU with share capital of EUR 1,000, registered with the Salon-de-Provence Trade and Companies Register under number 938 793 775, VAT number FR14938793775

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1. SCOPE, CONTRACT FORMATION AND PRECEDENCE

These General Terms and Conditions of Service and Use (the "Terms") govern the professional use of the MyFAQ software-as-a-service platform (the "Service") and all subscriptions ordered from Faciliter AI (the "Provider") by a business customer (the "Customer"). The Service is not offered to consumers.

The contract is formed when the Customer accepts these Terms during registration, places an order referring to them, or first uses the Service. A person accepting on behalf of a Customer represents that they have authority to bind it. The order or subscription page identifies the selected plan, billing cycle, price, included credits and any trial. If a signed order form expressly conflicts with these Terms, the order form prevails; otherwise these Terms, the Data Processing Terms in Appendix 1, the Acceptable Use Policy and the Privacy Policy apply in that order.

2. DEFINITIONS

- **Authorised User:** an employee, contractor or other person authorised by the Customer to use its account.
- **Customer Content:** documents, questions, answers, instructions, personal data and other material submitted to the Service by or for the Customer.
- **AI Output:** content generated by the Service using artificial intelligence.
- **Credits:** usage units consumed by specified Service operations.
- **Subscription Term:** the monthly, annual or other period shown when the plan is ordered.

3. ACCESS AND ACCEPTABLE USE

3.1 Right of use. Subject to payment and compliance with the contract, the Provider grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable right to use the Service for its internal business purposes during the Subscription Term.

3.2 Accounts. The Customer is responsible for its Authorised Users, the accuracy of account information, keeping credentials confidential and promptly notifying the Provider of suspected unauthorised access. Accounts may not be shared outside the Customer's organisation.

3.3 Restrictions. The Customer must comply with the Acceptable Use Policy and applicable law. It must not unlawfully access, disrupt, copy, resell, reverse engineer or circumvent the Service or its technical limits, except where a restriction is prohibited by mandatory law.

4. ORDERS, PRICES, PAYMENT AND CREDITS

4.1 Prices and taxes. The price, currency and billing cycle displayed at checkout or in an order form apply to the subscription. Prices are exclusive of VAT and other taxes unless stated otherwise. The Customer is responsible for applicable taxes other than taxes on the Provider's income.

4.2 Billing. Subscription fees are billed in advance through the stated payment method. The Customer authorises recurring charges for each renewal. Invoices are due on the date shown on the invoice; where no date is shown, payment is due within 30 days of issue. No discount is granted for early payment.

4.3 Late payment. Without reminder, overdue B2B amounts bear interest from the day after the due date at the European Central Bank refinancing rate applicable on 1 January or 1 July, as relevant, plus 10 percentage points, subject to the statutory minimum. A fixed recovery charge of EUR 40 is also due for each overdue invoice, without prejudice to documented additional recovery costs permitted by law.

4.4 Credits. Included subscription Credits reset at the end of each billing cycle and do not roll over. Separately purchased Credit packs expire 12 months after purchase unless the order states otherwise. Credits have no cash value and are non-transferable. Consumption rates are shown in the Service. The Provider may change future rates on at least 30 days' notice; a materially adverse change does not apply before the next renewal unless required for security, law or an unavoidable third-party change.

4.5 Refunds. Except where mandatory law requires otherwise, fees and used or expired Credits are non-refundable. This does not limit the Customer's remedies for a proven material breach by the Provider.

5. TERM, RENEWAL, CANCELLATION AND SWITCHING

5.1 Renewal. The subscription renews automatically for successive periods equal to the selected billing cycle unless cancelled before renewal through the account settings or the stated billing portal.

5.2 Cancellation. The Customer may initiate cancellation at any time, with no notice period beyond any technical confirmation required by the Service. Cancellation does not erase amounts already due. Access may end when cancellation is confirmed, as clearly indicated in the cancellation flow. The Customer should export needed data before cancelling.

5.3 Data retrieval and deletion. For 30 days after cancellation, before scheduled deletion, the Customer may request reasonable assistance at contact@faciliter.ai to retrieve exportable Customer Content in an available, structured, commonly used format. At the end of that period, Customer Content is deleted from active systems, subject to legal retention duties and backup rotation. Restoring from backups is not guaranteed.

5.4 Switching. Where Chapter VI of Regulation (EU) 2023/2854 (the EU Data Act) applies, the Provider will support switching and data portability as required by that Regulation. The switching notice period will not exceed two months and the mandatory transition period will not exceed 30 calendar days unless the Regulation permits an extension. The Customer will cooperate, protect exported data and pay any charges still permitted by mandatory law and disclosed in advance.

6. SERVICE OPERATION, CHANGES AND SUPPORT

The Provider will use reasonable professional care to operate and secure the Service. Temporary interruption may occur for maintenance, security, capacity, third-party failures or events beyond reasonable control. Unless a separate service-level agreement is signed, no specific uptime or response time is guaranteed. Features may evolve; the Provider will give reasonable advance notice of a change that materially reduces core paid functionality and, if the reduction is materially adverse and not legally or security required, the Customer may cancel before it takes effect.

7. ARTIFICIAL INTELLIGENCE

AI Output is probabilistic and may be incomplete, inaccurate or unsuitable. It is a drafting aid, not professional advice or an authoritative source. The Customer remains responsible for human review, source verification and decisions made using AI Output, especially before submitting tenders, contracts or other external communications. The Customer must make any disclosure about AI assistance that is required by applicable law or its own contractual duties. These responsibilities do not exclude liability that cannot lawfully be excluded or liability caused by the Provider's breach.

8. CUSTOMER CONTENT, INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1 Customer Content. The Customer retains its rights in Customer Content and grants the Provider only the rights necessary to host, copy, transmit and process it to provide, secure and support the Service. The Customer confirms that it has the rights and lawful basis needed to submit Customer Content.

8.2 Model improvement using anonymised data. The Provider will not use Customer Content, or personal data or confidential information contained in it, to train or fine-tune a model. Following a documented de-identification process, the Provider may create and use only aggregated data that has been irreversibly anonymised, so that neither the Customer, an individual nor the original Customer Content can be identified, re-identified or reconstructed by reasonably likely means. The Provider may use that anonymised aggregate data to analyse platform-wide use cases and to develop, train, fine-tune and evaluate models used to improve the Service. Pseudonymised, tokenised or merely de-identified data remains Customer Content and/or personal data and may not be used under this Section. The Provider will not attempt re-identification, will maintain appropriate technical and organisational measures, and will periodically review the anonymisation process in light of available technology.

8.3 Provider rights. The Provider and its licensors retain all rights in the Service, software, documentation, models and improvements. No ownership transfers under these Terms.

8.4 Confidentiality. Each party will protect the other party's non-public business, technical and commercial information with at least reasonable care, use it only to perform the contract and disclose it only to persons who need it and are bound by confidentiality. This does not cover information that is public without breach, already lawfully known, independently developed

or lawfully received from a third party. A legally compelled disclosure is permitted after advance notice where lawful.

9. DATA PROTECTION AND SECURITY

Each party will comply with applicable data-protection law. For account, billing, security and direct relationship data, the Provider acts as an independent controller as described in the Privacy Policy. For personal data contained in Customer Content that the Provider processes on the Customer's behalf, the Customer is controller and the Provider is processor, and Appendix 1 applies. Data is hosted in the region selected or assigned to the Customer; any restricted international transfer will use a legally recognised transfer mechanism. The Provider maintains appropriate technical and organisational security measures proportionate to risk.

10. SUSPENSION AND TERMINATION FOR CAUSE

The Provider may suspend affected access where reasonably necessary to address a security risk, unlawful use, non-payment, breach of the Acceptable Use Policy or a threat to the Service or third parties. Where practicable, it will give notice and an opportunity to remedy. Either party may terminate for a material breach not cured within 30 days after written notice, or immediately if the breach cannot be cured, the other party becomes insolvent, or continued performance would be unlawful. Sections intended by their nature to survive termination remain effective.

11. WARRANTIES AND LIABILITY

11.1 Warranties. Each party warrants it has authority to enter into the contract. The Provider warrants that it will perform the Service with reasonable professional care. Except for express warranties in the contract and to the extent permitted by law, implied warranties are excluded.

11.2 Excluded loss. Neither party is liable for indirect or consequential loss, or loss of profit, revenue, anticipated savings, goodwill or business opportunity, to the extent such loss was not the direct and foreseeable result of the breach.

11.3 Cap. Subject to Section 11.4, each party's total aggregate liability arising from the contract is limited to the fees paid or payable by the Customer for the Service during the 12 months preceding the event giving rise to liability. If the Service was free, the Provider's cap is EUR 1,000.

11.4 Exceptions. Nothing excludes or limits payment obligations, fraud or wilful misconduct, gross negligence, death or personal injury, breach of confidentiality, infringement of the other party's intellectual-property rights, or liability that mandatory law does not allow to be excluded or limited. No limitation deprives an essential contractual obligation of its substance.

12. GENERAL

The parties are independent contractors. Neither may assign the contract without the other's consent, not to be unreasonably withheld, except that either may assign it with its business or relevant assets on written notice. The Provider may use subcontractors while remaining responsible for their performance. Neither party is liable for delay caused by an event beyond its reasonable control, but payment obligations already due are not excused. If a provision is unenforceable, it will be adjusted only as needed and the remainder will continue. Failure to enforce is not a waiver.

The Provider may update these Terms for legal, security or operational reasons. Material changes will be notified on a durable medium at least 30 days before they take effect. Changes do not retroactively alter an already paid fixed term; if a materially adverse change takes effect at renewal, the Customer may cancel before renewal. Notices may be sent to the registered email address and are deemed received when sent, absent a delivery failure.

13. GOVERNING LAW AND DISPUTES

French law governs the contract, without regard to conflict-of-law rules. The parties will first attempt in good faith for 30 days to resolve a dispute through their authorised representatives. **WHERE BOTH PARTIES ARE MERCHANTS, ANY DISPUTE FALLING WITHIN ITS SUBJECT-MATTER JURISDICTION IS SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF SALON-DE-PROVENCE, INCLUDING IN SUMMARY PROCEEDINGS, WARRANTY CLAIMS OR PROCEEDINGS INVOLVING MULTIPLE DEFENDANTS.** Mandatory jurisdiction rules remain unaffected.

APPENDIX 1 - DATA PROCESSING TERMS

A.1 Instructions and details. The Provider processes personal data in Customer Content only on documented instructions from the Customer, including these Terms and configured use of the Service, unless Union or Member State law requires otherwise. The subject matter is provision of the Service; duration is the contract plus the deletion period; nature and purpose include hosting, indexing, retrieval, AI-assisted generation, support, security and deletion. Data may include identity, contact, employment, document and usage information about the Customer's personnel, prospects, suppliers, clients and other persons whose data the Customer submits. The Customer is responsible for lawful instructions, notices and legal bases.

A.2 Personnel and security. Persons authorised to process the data are bound by confidentiality. The Provider will implement measures appropriate under Article 32 GDPR, including access control, tenant separation, encryption in transit and at rest where supported, logging, backup and recovery processes, vulnerability management and incident procedures.

A.3 Sub-processors. The Customer gives general written authorisation for sub-processors necessary to deliver the Service. The Provider will maintain information on material sub-processors and give reasonable advance notice of additions or replacements, enabling the Customer to object on reasonable data-protection grounds. The Provider will impose substantially equivalent data-protection obligations and remains responsible for its sub-processors as required by law.

A.4 Assistance and incidents. Taking account of the nature of processing and information available, the Provider will reasonably assist the Customer with data-subject requests, security, breach notification, impact assessments and prior consultation obligations. It will notify the Customer without undue delay after becoming aware of a personal-data breach affecting Customer Content and provide available information needed for the Customer's obligations.

A.5 Return, deletion and audits. At the end of the Service, the Provider will, at the Customer's choice where technically available, return or delete personal data and existing copies, unless law requires retention. On reasonable written request, the Provider will provide information necessary to demonstrate compliance with Article 28 GDPR and allow proportionate audits, preferably through current independent reports. On-site audits require reasonable notice, confidentiality, no disruption, no access to other customers' data and reimbursement of reasonable costs unless the audit reveals a material breach.

A.6 International transfers and unlawful instructions. The Provider will not make a restricted transfer without a valid legal mechanism, such as an adequacy decision or applicable standard contractual clauses. It will promptly inform the Customer if, in its opinion, an instruction infringes applicable data-protection law and may suspend that instruction while the parties resolve the issue.