



Terms of Use

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1. Preamble

OXPEO, with a share capital of €1,000, with its registered office at ... — *Legal registration in progress...* —

OXPEO is a software publishing company. It develops and publishes Kolinea, whose features are described in detail on the <https://kolinea.com> website.

Our general terms and conditions are governed by the terms and conditions of a contract of adhesion as set out in article 1110 paragraph 2 of the French Civil Code.

These terms and conditions are governed exclusively by French law.

2. Object

The Terms and Conditions define the rules that must be respected to use Kolinea and the obligations between users and OXPEO.

Before using Kolinea, you must read and accept these Terms and Conditions.

If one or more of the provisions of the Terms and Conditions do not suit you, you must not accept them.

By accepting the Terms and Conditions and using Kolinea's services, you are entering into a contract with OXPEO. In accordance with the law, you can download and save our terms and conditions.

3. Technical requirements

You acknowledge that you are aware of all the technical requirements necessary for Kolinea to function properly.

You acknowledge that you have been informed that these requirements may change, particularly for technical reasons. If a change occurs during the term of the contract, you will be informed in advance.

4. Registration

- To use Kolinea you must be a natural person of at least 18 years of age, with full legal capacity, acting within the framework of your professional activity, or be the legal representative of a legal entity with the capacity to validly bind it, or be the representative of an association.
- Kolinea is reserved for professionals and associations.
- By registering, the user declares that he/she understands and accepts that the use of the services provided by OXPEO excludes the rules of consumer law.



- Any application for registration may be refused if we find that the required criteria have not been met or if the registration does not appear to comply with public order and morality or with a legal or regulatory provision in force.
- The information you provide to subscribe to Kolinea must reflect the reality of your situation.
- The good faith that you must demonstrate when providing or filling in the data is a legal requirement laid down by article 1104 of the Civil Code.
- If this information changes after you have registered and is likely to affect your collaboration with OXPEO, you must update it.
- If you knowingly provide false information on the form, your account will be deleted and the contract terminated without notice or justification.

5. Access protection

You are solely responsible for the confidentiality of your Kolinea account.

We shall not be liable for any consequences arising from the loss or theft of your login details and passwords where such loss or theft is not due to any fault on the part of OXPEO.

By accepting these terms and conditions, you waive all liability on our part for any loss, theft or piracy of this information, provided that OXPEO is not at fault.

6. Suspension of services

The use of Kolinea may be occasionally suspended to allow interventions and maintenance necessary for its operation. If an intervention is planned, you will be informed so that you can take all necessary measures to avoid any disruption to your business.

In case of extreme urgency, imperative necessity, or if Kolinea's security is at stake, OXPEO is exempted from this duty of prior information, and is responsible for providing all useful explanations after the intervention has been carried out.

OXPEO cannot be held responsible for the possible consequences of the unavailability of Kolinea due to maintenance or updating of the services.

7. Maintenance and support

- OXPEO ensures corrective and evolutionary maintenance of Kolinea. Maintenance may result in temporary suspension of access to associated services.
- You benefit from updates and functional evolutions at no extra cost. All modifications to Kolinea are made to improve its operation and/or to extend its functionalities.
- Updates cannot be refused.



- You may need to make new configurations or software adaptations to enable interfacing with Kolinea following an update.

8. Licence

- The license represents the right to use Kolinea. The generating event for obtaining and renewing the license is the payment of the subscription fee.
- The beneficiary of the licence is therefore presumed to be the holder of the payment instrument used to pay for the licence.
- The license is granted for the duration of the subscription. It is intended to allow the use of Kolinea to the exclusion of any other purpose.
- The license grants a personal, non-exclusive, non-assignable and non-transferable right to use Kolinea for the duration of the subscription and for the whole world.
- Any other use of Kolinea, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being limitative, is forbidden except in cases provided for by law.

9. Limitation of liability

- Access to Kolinea requires an Internet connection. The quality of your connection to this network depends on your subscriptions and equipment.
- The Internet network is subject to possible interruptions and/or slowdowns. Under these conditions, OXPEO does not guarantee the continuity of Kolinea.
- OXPEO uses security infrastructures and access control mechanisms in order to protect data and the proper functioning of Kolinea.
- By accepting the general terms and conditions, you waive the right to hold OXPEO liable for damage insofar as it is not linked to a fault committed by OXPEO.
- OXPEO will not be liable for any indirect or unforeseeable loss or damage suffered by the licensee or third parties, such as any lost profit, commercial prejudice, loss of turnover or profit, loss of clientele.
- OXPEO's liability is limited to a ceiling equal to the reimbursement of the last year's subscription that you paid.

10. Warranty of eviction

OXPEO warrants that it is the owner of all intellectual property rights that enable it to grant a User Licence.

On this basis, OXPEO guarantees that the Kolinea Solutions do not infringe the rights of third parties.

11. Subscription payment terms

The use of Kolinea is invoiced as indicated on the Web Site in the "Pricing" section and/or in the quotation you have received and accepted.

In case of non-payment of an invoice when due, access to Kolinea will be suspended until the payment incident is settled.

12. Economic dependence

If you derive a benefit from the services offered by the API to such an extent that it becomes essential to the proper functioning of your business, or that it creates a situation of economic dependence towards OXPEO, you must inform us without delay.

If you fail to comply with this obligation, you waive your right to hold us liable in the event of your account being deleted for any reason whatsoever and/or to invoke sudden termination of the contractual relationship.

13. Compliance of Kolinea use with legal rules

By subscribing to the services provided by OXPEO, you agree not to use Kolinea in any way contrary to the rules of law, public order and morality.

By accepting the general conditions, you declare that you agree to scrupulously carry out the required legal verifications before proceeding with the use of Kolinea.

By accepting these terms and conditions, you release and indemnify OXPEO against all consequences that may arise from the use of Kolinea that does not comply with the requirements of these terms and conditions.

14. Personal data

- For the personal data you entrust to Kolinea — that of your clients, your contacts and the people you invite —, OXPEO acts as a processor within the meaning of GDPR article 28, only as far as needed to provide the service.
- The terms of that processing are set by the [data processing agreement](#), which is part of these terms and conditions.
- The customer declares and accepts that it alone determines the purposes and means of processing personal data and that it is and remains solely responsible for the processing carried out.
- The Client fully indemnifies and guarantees OXPEO against all legal and pecuniary consequences that may affect it as a result of a breach of legal and/or regulatory obligations relating to the protection of personal data.

15. Protection of personal data

- OXPEO is responsible for processing the personal data collected from the customer.
- This data collection complies with the provisions of REGULATION (EU) 2016/679 (GDPR).
- Personal data is collected on the basis of articles 6.1.b and 6.1.c of the GDPR.

- Personal data is hosted in the European Union. The list of our sub-processors, their role and their location is in the [privacy policy](#).
- Audience measurement is done by our own application, with no cookie and no third-party tool. It keeps neither your IP address nor your browser's raw identifier, and you can opt out with your browser's "Do Not Track" signal or the matching setting on your account.
- You have the following rights: right of access, right of rectification, right of erasure, right to limitation of processing, right to data portability, right to object.
- Personal data collected is retained for the duration of the contractual relationship, and up to one year after the termination of the contract.
- To exercise these rights, please write to us at hello@oxpeo.com.

16. Changes to general terms and conditions

We may change our general terms and conditions. If this happens, you will be informed and asked to accept the changes before being able to access your account.

If you do not reply within the time limit set, your silence will be deemed to constitute tacit acceptance of the new general terms and conditions.

If you refuse to accept the new terms and conditions, your account will be terminated.

17. Termination of contract

The subscription is entered into for the initial duration chosen by the customer. Unless terminated, it automatically renews at the end of the commitment period for an identical duration.

You may at any time decide to terminate the subscription, subject to the payment of the amounts remaining due until the end of your current commitment.

OXPEO may also terminate this contract by giving 30 calendar days' notice.

18. OXPEO intellectual property rights

Our web site and Kolinea are made up of many elements that generate rights to our benefit. These include, but are not limited to: graphics, images, texts, videos, animations, sounds, logos, gifs and icons, as well as their layout.

You may not use them without our prior written consent. Violation of this rule is punishable under articles L.3335-2 et seq. of the French Intellectual Property Code.

OXPEO benefits from the "rights of database producers" referred to in Book III, Title IV, of the French Intellectual Property Code relating to copyright and databases.

19. Force majeure

Any breach of any of the obligations of these general terms and conditions caused by a case of force majeure, as defined in article 1218 of the French Civil Code, will exonerate the parties from their liability.

If such an event occurs, the party prevented by the event from performing its service shall inform the other party as soon as possible.

The suspension of obligations or the delay shall under no circumstances be a cause of liability for non-performance of the obligation in question.

20. Dispute management

If a dispute arises during the course of the contract, you undertake, in the same way as OXPEO, to try to find an amicable solution to the dispute before taking the matter to court.

If no agreement is reached within 60 days of the attempt to reach an amicable settlement, everyone regains their right to take legal action.

To engage OXPEO's civil liability, you must act within one calendar year of the claim arising.

Only the courts within the jurisdiction of the French Court of Appeal may hear a dispute between us, regardless of where your company is based.

In the event of a dispute, only the computer registers containing the trace of exchanges between the parties, held by OXPEO, will be deemed authentic between the parties.

21. Miscellaneous

The nullity, lapse, lack of binding force or unenforceability of one or any of the stipulations of the general terms and conditions shall not entail the nullity of the other stipulations, which shall retain all their effects.

However, the parties may, by mutual agreement, agree to replace the invalidated stipulation(s).

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