

(FOR INFORMATION: at the end of the document, please find the General Terms approved by a guest when logging into the service opened to him by a subscriber or the holder of a test.)

General terms to which the holder of a paid subscription or of a test subscribes

1. Presentation
2. MyCercle Data Protection Commitments
 - 2.1 Identification data
 - 2.2 Shared data
 - 2.3 General protection
 - 2.4 Judicial requisitions
3. Your obligations
4. Your responsibilities
5. The rights and responsibilities of MyCercle
6. Payment of price and subscription terms **(does not apply to test holders)**
7. Intellectual property
8. Termination
9. General provisions

1. Presentation

One or several of your partners (hereinafter "Partner") has opened to you a secure access to a service (the "Service") allowing you to share files, messages and agenda (the "Data") in a confidential, controlled and traceable way.

"You" means the natural or legal person who accesses the Service through this secure access.

The Service is run

By subscribing to a test or subscription to MyCercle, you can access a service (hereinafter the "Service") that allows the subscriber of the service and any administrator it appoints to share files and messages (the "Data") in a confidential, controlled and traceable way, among guests they have chosen. Guests can also share files and messages, if subscriber or a administrator decides so. "You" means the individual or the legal person who accesses the Service through this secure access. The Service is run by the company MyCercle, SAS (Société par Actions Simplifiée) with a share capital of 1,267,000 euros, whose head office is located at 44 rue Benoit Malon, 92130 Issy les Moulineaux, France ("MyCercle"). You are informed that the Service is accessible from its website <mycercle.online> (the "Site"). By accessing the Service, you unreservedly accept these General Terms ("General Terms" or GT) which govern the access and use of the Service. You acknowledge that you have read and accepted them freely on behalf of your company, you declare that you have the necessary powers to sign these General Terms, commit your company and communicate on behalf of your company through the Service, or if you are a person, you accept all of these General Terms for yourself.

2. MyCercle Data Protection Commitments

MyCercle complies as of May 25, 2018 with all the obligations imposed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of the personal data of natural persons.

For any question regarding these commitments you can send an e-mail to the following address: contact@mycercle.online.

MyCercle reserves the right to use companies or third parties ("Subcontractors") to ensure the proper functioning of the Service, including data storage, application management and payment processing. MyCercle only uses Subcontractors who provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing meets the requirements of the aforementioned Regulation and guarantees the protection of Your

rights. Subcontractors may have access to your data for the sole purpose of performing these tasks on our behalf and under obligations equivalent to these data protection commitments.

MyCercle hosts two types of data: the identification data ("Identification Data") that is essential for the operation of the Service and the data that You or other users share on the Service ("Shared Data").

2.1 Identification data

Identification data is collected from You by MyCercle during your subscription and then when you register a new user. They strictly respect the principle of minimization since they are limited to name, first name, email address, optionally company, together with billing information.

They also strictly respect the principle of use limited to the operation of the Service. MyCercle makes no use of Identification data other than access to the Service and does not share them with any person other than the Subcontractors.

During the period of your access to the Service, You benefit for Identification Data from the guarantees of portability and transparency provided for in the aforementioned Regulations. Your identification data are kept after the end of the Service to resolve a possible dispute, for up to 3 years.

As far as Your Guests' Identification Data is concerned, you can provide your guests with these guarantees of transparency as the Service allows you to correct, update and delete your Guests' personal data. It is up to you to respond directly to any request from one of your Guest to do so. MyCercle cannot be liable for this. MyCercle undertakes to pass on to you any request concerning the implementation of these guarantees by one of your Guests.

2.2 Shared data

Concerning Shared Data, MyCercle undertakes not to know them and not to allow them to be viewed by users other than those you designate.

It is up to you to verify the legality of the collection and processing of personal data carried out through the Service. MyCercle could not be held responsible in the event that the requested treatment relates to data that would not have been legal under the aforementioned Regulations.

For these Shared Data, You benefit directly from MyCercle of the transparency and portability guarantees provided for in the aforementioned Regulations. Through the Service, you can correct, update, delete or download these Shared Data (if they have not been deleted at your request).

Regarding Shared Data brought by your guests, you can extend to your guests these transparency and portability guarantees, since you can, through the Service, delete or retransmit these data to them. It is up to you to respond directly to any request from one of your Guest to do so. MyCercle cannot be liable for this. MyCercle undertakes to pass on to you any request concerning the implementation of these guarantees by one of your Guests.

MyCercle applies strict deletion rules for Shared Data by allowing You for the duration of the Service to permanently delete selected data. MyCercle also undertakes to remove all Shared Data after one month after your subscription has been terminated.

Il vous appartient de répondre directement à toute demande en ce sens de vos Invités. La responsabilité de MyCercle ne peut être engagé à ce titre.

MyCercle s'engage à vous transmettre toute demande qui lui parviendrait concernant la mise en jeu de ces garanties par un de Vos Invités.

2.3 General protection

MyCercle implements all the technical and organizational measures necessary to respect the protection of your data in general and your personal data in particular: from the design of the service and by default. We continuously adapt our protection given the state of knowledge and implementation costs in relation to the risks and the nature of the personal data to be protected.

Your shared data is only accessible by password. They are transmitted in compliance with the AES-256 standard. They are stored encrypted (256-bit key).

MyCercle attaches great importance to the security of your information. MyCercle nevertheless draws your attention to the fact that no method of transmitting and storing digital data is 100% reliable.

2.4 Judicial requisitions

MyCercle is not subject to a general obligation to monitor information transiting through the Service or to research facts or circumstances revealing illegal activities. But according to the law, MyCercle has the obligation to hold and preserve the data likely to allow the identification of the persons who contributed to the creation of the diffused contents. We may have to transmit information following an injunction of justice. MyCercle does not store any data outside of France and is not subject to the American Patriot Act.

In the context of legal requisitions, MyCercle may communicate to third parties or to the competent authorities, information concerning you and in particular personal data, in accordance with legal and regulatory provisions, without MyCercle's liability being incurred in this regard.

If you have made your French lawyer status known to MyCercle beforehand, MyCercle will ask the relevant French authorities for the benefit of Article 56-1 of the Code of Criminal Procedure for judicial requisitions concerning your Data.

3. Your obligations

By accepting these General Terms, You agree not to use the Service abusively. You prohibit any use of the Service that would disrupt, diminish and / or prevent the normal functioning of the Site and / or the Service, in particular by broadcasting or inserting on the Site or within the Service, including involuntarily, any computer program consisting of files or malicious data that is likely to contain viruses or Trojans and / or is intended to damage the Site or the Service. You are informed that you are solely responsible for your conduct, your communications with Participants in connection with the use of the Service, and that you are solely responsible for the use that you make of the documents shared.

Throughout the Service's lifetime, you agree to provide authentic, accurate and up-to-date credentials about you. You also agree not to impersonate a natural or legal person, not to create a false identity and generally not to provide information that is false, incomplete and/or fanciful. You undertake to use the Service in accordance with these General Terms and you undertake, among other things, to share your Data in accordance with applicable law, for legal, non-abusive and public policy purposes. Thus, you expressly undertake that no Data shared by You on the Service contains, among other things, and without this list being limited:

- elements which infringe the rights of personality and / or infringe the right to the image of any person and / or affect the image or reputation of any natural or legal person in any way;
- Abusive or defamatory elements in respect of any natural or legal person in any way whatsoever;
- Infringement of a protected right under copyright, rights related to copyright or trademarks, design rights and / or other intellectual and industrial property rights in Meaning of Books I to VIII of the Intellectual Property Code of third parties;
- elements likely to infringe public order, respect for the human person or his / her dignity, and / or having a pornographic or pedophile character and / or encouraging discrimination, insult, hatred or violence in respect of a person or a group of persons, in particular as a result of their origin or membership of a particular ethnic group, nation, race or religion, their disability, their sexual preferences or any other difference.

Your subscription is non-transferable.

4. Your responsibilities

You are solely responsible for the use you make of the Service and the Data you share on it. It is your responsibility to check the quality of the Participants with whom you share Data. If the use of this Data by third parties or by Participants should cause you harm, you cannot hold MyCercle responsible.

You are solely responsible to your Guests and to the authorities for your compliance with the data protection rules set out in the above-mentioned Regulation 2 and MyCercle's liability cannot be sought if you violate these rules. You are responsible for choosing the guests to whom you open the Service and for checking their compliance with the data protection rules set out in the above-mentioned Regulation (article 2) ; MyCercle's liability cannot be sought in case of violation by your guests of these rules.

Similarly, MyCercle's liability cannot be sought in the event of sharing a Data whose content violates the provisions of Article 3.

You are responsible for protecting the password you use to access the Service and you agree not to disclose your password to a third party. In no event shall MyCercle be liable for the consequences that any disclosure, even accidental, of this password may have to a third party.

You are responsible for Your activity on the Service, whether You have authorized this activity or not. You will immediately report to MyCercle any unauthorized use that you become aware of.

We could not be held liable if we did not have instructions from you regarding the closure of an account. It is up to you to notify the user if necessary.

MyCercle takes full care of safeguarding the integrity of your data but cannot guarantee it. It is therefore up to you to ensure this data backup by all means and on any independent medium.

You are responsible for claims, damages and costs resulting from your use of the Service, any erroneous information you may have provided, and non-compliance with the General Terms by you or by the Administrators you have appointed.

5. The rights and responsibilities of MyCercle

MyCercle will notify you in case it considers outsourcing or transferring to a third party the rights and obligations resulting from these General Terms and will allow you to discontinue your use of the Service in case you consider that the new operator does not have sufficient guarantees.

If MyCercle undertakes to make every effort to ensure the proper functioning of the Service, and its accessibility to users, MyCercle is subject only to an obligation of means in its provision and cannot be held responsible for any direct or indirect material or immaterial damage such as commercial or financial or exploitation damage. MyCercle cannot under any circumstances be held liable for any direct or indirect damage that you may have suffered while using the Service.

MyCercle takes all care in identifying the origin and traceability of the Data but is not responsible for the accuracy, completeness, relevance or legality of the documents you access in connection with the use of the Service. It is your responsibility to check these items or information.

The goal of MyCercle is to provide its users with a high-quality service but the guarantees provided by MyCercle are limited. MyCercle cannot be held responsible for any damages related to your use of the Service whether they concern your computer system, your data, your exploitation, your profits.

MyCercle is not responsible for any failure to send e-mails sent as part of the use of the e-mail provided to you, or the loss of e-mails.

MyCercle reserves the right to temporarily suspend and / or modify the Service at any time due to technical and / or regulatory constraints.

MyCercle cannot be held liable if You make use of the Service contrary to these GT and / or the regulations in force and in particular in case of fraudulent use, identity theft, harassment, insults or harm to any person.

MyCercle's liability can only be incurred in the event of a proven fault on its part that has caused you personal, direct and certain harm. This excludes possible indirect damages incurred under the subscription, such as commercial injury, loss of customer base, loss of order, loss of data, commercial disturbance, loss of profit, loss of brand image or action directed against You by a third party, without this enumeration being limiting.

Except in cases where the law excludes their cap, the overall repairs due by MyCercle as part of the subscription to its users may not exceed the amount paid by You to MyCercle as part of this subscription during the 12 months prior to the event involving MyCercle's liability.

MyCercle states that it has subscribed to its costs and maintains the necessary insurance to cover the risks that may arise from the execution of the subscription.

6. Payment of price and subscription terms (does not apply to test holders)

By subscribing to the Service, you agree to pay the amount of the subscription and - in case you choose credit card payment - you authorize MyCercle to debit your account, under the conditions described on the site.

The subscription price is set quarterly by reference to a schedule for the services you use. It is payable on the first day of the subscription quarter. The price of your subscription is adjusted to the first quarterly billing date following your subscription of a paid option.

A change in the scale set by MyCercle will be notified to you at least 30 days before your next quarterly billing date. It applies from the first quarterly billing following notification. If you did not wish to continue your subscription on receiving this notification of rate changes, you can terminate it under the terms of Article 10.

You agree to provide MyCercle with accurate and complete billing and contact information.

MyCercle's services can evolve as we improve them. If the changes significantly reduce the scope of the features on offer, MyCercle will notify you beforehand, at least 30 days before the quarterly billing date.

As shown in Article 8, you can terminate your subscription at any time. The amounts already invoiced are not refundable.

7. Intellectual property

By using the Service you retain all your property rights, including intellectual property, on all Data shared in the Service. The only rights that MyCercle acquires or licenses on the Data are those necessary or corresponding to the administration of the services you request from us using the Service. MyCercle owns all intellectual property rights under copyright, trademarks and / or other intellectual property and industrial rights within the meaning of Books I to VIII of the Intellectual Property Code of third parties, on all components visually and technically composing the Site and the Service including software, codes, development and any technology protected by a title or No, graphic charter, logos, concepts, database (structure and content) and trademarks registered or not. Consequently, these Terms do not grant You any right, title or interest in the Services, Software, Marks, Logos or the tangible and intangible assets of the Service. You also agree that you will not copy or otherwise misappropriate the concept or any other elements of this Service for any purpose other than the use of the Service in accordance with these Terms.

8. Termination

The termination of a test automatically occurs at the end of the agreed period and the rights granted by MyCercle cease immediately and the Service is terminated. Shared data is stored for a period of 15 days to allow you to subscribe. MyCercle agrees to destroy them immediately at the end of these 15 days.

The termination of a subscription is open to you, as to MyCercle, under the following conditions:

- (a) either party commits a substantial violation of these Terms and this breach is not remedied within 30 days of notification sent by email or post mail;
 - (b) either party ceases its activities or is the subject of a collective procedure in which, according to the provisions of the law, the procedural bodies have not requested the continuation of the contract.
- You can also cancel your subscription at any time and without justification from the "my subscription" section of your dashboard.

Following the termination of your subscription, the rights granted by MyCercle cease at the end of You can also cancel your subscription at any time and without justification from the "my subscription" section of your dashboard.

Following the termination of your subscription, the rights granted by MyCercle cease at the end of the present billing quarter, and then the Service to which you cease to have access is also terminated.

If your subscription is terminated, MyCercle agrees to destroy all shared data as part of the Service's use within a maximum of 3 days.

9. General provisions

These General Terms may be modified. The latest version is available on MyCercle website. You will be systematically notified of substantial changes by email. By keeping your subscription or by using the solution after modification, you agree to be bound by these revised terms.

If any of the provisions of these GTs are void or declared as such in light of a general rule of law, a law in force, a regulation or a final decision of a competent court, it will be deemed to be unwritten but will not invalidate the GT and the other stipulations will retain their full force and scope.

You may notify us of any claim or dispute relating to the Service in writing using the contact form available in the application or by email at the following address: contact@mycercle.fr.

These GT are governed by French law. In the absence of an amicable agreement, any dispute that may arise between the parties will be within the jurisdiction of the Tribunal de Commerce de Nanterre, France, notwithstanding the number of defendants, on appeal or as guarantor.

FOR INFORMATION, hereunder are the General Terms approved by a guest when logging into the service opened to him by a subscriber or the holder of a test.

General Terms (GT)

- 1 Presentation
- 2 MyCercle Data Protection Commitments
 - 2.1 Identification data
 - 2.2 Shared data
 - 2.3 General protection
 - 2.4 Judicial requisitions
- 3 Your obligations
- 4 Your responsibilities
- 5 The rights and responsibilities of MyCercle
- 6 Intellectual property
- 7 Termination
- 8 General provisions

1. Presentation

One or several of your partners (hereinafter "Partner") has opened to you a secure access to a service (hereinafter the "Service") allowing you to share files, messages and agenda (the "Data") in a confidential, controlled and traceable way.

"You" means the natural or legal person who accesses the Service through this secure access.

The Service is run by the company MyCercle, SAS (Société par Actions Simplifiée) with a share capital of 1,267,000 euros, whose head office is located at 44 rue Benoit Malon, 92130 Issy les Moulineaux, France ("MyCercle"). You are informed that the Service is accessible from the website **<www.mycercle.online> (the "Site").**

By accessing the Service, you unreservedly accept these General Terms ("General Terms" or GT) which govern the access and use of the Service.

2. MyCercle Data Protection Commitments

MyCercle complies as of May 25, 2018 with all the obligations imposed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of the personal data of natural persons.

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2.1 Identification data

When opening your access, Identification data have been provided by your Partner to enable you to access the Service.

They strictly respect the principle of minimization since they are limited to your name, first name, email address, optionally company.

They also strictly respect the principle of use limited to the operation of the Service. MyCercle makes no use of Identification data other than access to the Service and does not share them with any person other than the Subcontractors.

During the period of your access to the Service, You benefit for your Identification Data from the guarantees of portability and transparency provided for in the aforementioned Regulations; Just ask your Partner to correct, update, or delete them.

2.2 Shared data

Concerning Shared Data, MyCercle undertakes not to know them and not to allow them to be viewed by users other than those you or your Partner designate.

For these Shared Data, You benefit, through your Partner of the transparency and portability guarantees provided for in the aforementioned Regulations. You can ask him for the return (if they have not been deleted) and the deletion of these Shared data.

MyCercle applies strict deletion rules for Shared Data by allowing your Partner for the duration of the Service to permanently delete selected data.

2.3 General protection

MyCercle implements all the technical and organizational measures necessary to respect the protection of your data in general and your personal data in particular: from the design of the service and by default. We continuously adapt our protection given the state of knowledge and implementation costs in relation to the risks and the nature of the personal data to be protected. Your shared data is only accessible by password. They are transmitted in compliance with the AES-256 standard. They are stored encrypted (256-bit key).

MyCercle attaches great importance to the security of your information. MyCercle nevertheless draws your attention to the fact that no method of transmitting and storing digital data is 100% reliable.

2.4 Judicial requisitions

MyCercle is not subject to a general obligation to monitor information transiting through the Service or to research facts or circumstances revealing illegal activities. But according to the law, MyCercle has the obligation to hold and preserve the data likely to allow the identification of the persons who contributed to the creation of the diffused contents. We may have to transmit information following

an injunction of justice. MyCercle does not store any data outside France and is not subject to the American Patriot Act.

In the context of legal requisitions, MyCercle may communicate to third parties or to the competent authorities, information concerning you and in particular personal data, in accordance with legal and regulatory provisions, without MyCercle's liability being incurred in this regard.

If the Service has been opened to you by your lawyer in France, he or she can ask the relevant authorities for the benefit of Article 56-1 of the Code of Criminal Procedure for judicial requisitions concerning your Data.

3. Your obligations

By accepting these General Terms, You agree not to use the Service abusively. You prohibit any use of the Service that would disrupt, diminish and / or prevent the normal functioning of the Site and / or the Service, in particular by broadcasting or inserting on the Site or within the Service, including involuntarily, any computer program consisting of files or malicious data that is likely to contain viruses or Trojans and / or is intended to damage the Site or the Service. You are informed that you are solely responsible for your conduct, your communications with Participants in connection with the use of the Service, and that you are solely responsible for the use that you make of the documents shared.

In using MyCercle, you should refrain from broadcasting:

- elements which infringe the rights of personality and / or infringe the right to the image of any person and / or affect the image or reputation of any natural or legal person in any way;
- Abusive or defamatory elements in respect of any natural or legal person in any way whatsoever;
- Infringement of a protected right under copyright, rights related to copyright or trademarks, design rights and / or other intellectual and industrial property rights in Meaning of Books I to VIII of the Intellectual Property Code of third parties;
- elements likely to infringe public order, respect for the human person or his / her dignity, and / or having a pornographic or pedophile character and / or encouraging discrimination, insult, hatred or violence in respect of a person or a group of persons, in particular as a result of their origin or membership of a particular ethnic group, nation, race or religion, their disability, their sexual preferences or any other difference.

4. Your responsibilities

You are solely responsible for the use you make of the Service and the Data you share on it. It is your responsibility to check the quality of the Participants with whom you share Data. If the use of this Data by third parties or by Participants should cause you harm, you cannot hold MyCercle responsible.

You are responsible for choosing the Partner who opens the Service to You and for checking his compliance with the data protection rules set out in the above-mentioned Regulation (article 2) ; MyCercle's liability cannot be sought in case of violation by your Partner of these rules.

Similarly, MyCercle's liability cannot be sought in the event of sharing a Data whose content violates the provisions of Article 3.

You are responsible for protecting the password you use to access the Service and you agree not to disclose your password to a third party. In no event shall MyCercle be liable for the consequences that any disclosure, even accidental, of this password may have to a third party.

You are responsible for Your activity on the Service, whether You have authorized this activity or not. You will immediately report to MyCercle any unauthorized use that you become aware of.

5. The rights and responsibilities of MyCercle

If MyCercle undertakes to make every effort to ensure the proper functioning of the Service, and its accessibility to users, MyCercle is subject only to an obligation of means in its provision and cannot be held responsible for any direct or indirect material or immaterial damage such as commercial or

financial or exploitation damage. MyCercle cannot under any circumstances be held liable for any direct or indirect damage that you may have suffered while using the Service.

MyCercle takes all care in identifying the origin and traceability of the Data but is not responsible for the accuracy, completeness, relevance or legality of the documents you access in connection with the use of the Service. It is your responsibility to check these items or information.

The goal of MyCercle is to provide its users with a high-quality service but the guarantees provided by MyCercle are limited. MyCercle cannot be held responsible for any damages related to your use of the Service whether they concern your computer system, your data, your exploitation, your profits. MyCercle is not responsible for any failure to send e-mails sent as part of the use of the e-mail provided to you, or the loss of e-mails.

MyCercle reserves the right to temporarily suspend and / or modify the Service at any time due to technical and / or regulatory constraints.

MyCercle cannot be held liable if You make use of the Service contrary to these GT and / or the regulations in force and in particular in case of fraudulent use, identity theft, harassment, insults or harm to any person.

Taking into account the free of charge of your Service and except in the cases where the law excludes their cap, the total repairs due by MyCercle within the framework of the Service can not exceed the sum of €50.

6. Intellectual Property

MyCercle owns all intellectual property rights under copyright, trademarks and / or other intellectual property and industrial rights within the meaning of Books I to VIII of the Intellectual Property Code of third parties, on all components visually and technically composing the Site and the Service including software, codes, development and any technology protected by a title or No, graphic charter, logos, concepts, database (structure and content) and trademarks registered or not.

Consequently, these Terms do not grant You any right, title or interest in the Services, Software, Marks, Logos or the tangible and intangible assets of the Service. You also agree that you will not copy or otherwise misappropriate the concept or any other elements of this Service for any purpose other than the use of the Service in accordance with these GT.

7. Termination

Termination of your access to the Service is possible by your Partner.

8. General provisions

These General Terms may be modified. The latest version is available on MyCercle website. You will be systematically notified of substantial changes by email. By using the Service after modification, you agree to be bound by these revised terms.

If any of the provisions of these GTs are void or declared as such in light of a general rule of law, a law in force, a regulation or a final decision of a competent court, it will be deemed to be unwritten but will not invalidate the GT and the other stipulations will retain their full force and scope.

You may notify us of any claim or dispute relating to the Service in writing using the contact form available in the application or by email at the following address: contact@mycercle.net.

These GT are governed by French law. In the absence of an amicable agreement, any dispute that may arise between the parties will be within the jurisdiction of the Tribunal de Commerce de Nanterre, France, notwithstanding the number of defendants, on appeal or as guarantor.