

# GENERAL TERMS AND CONDITIONS OF SALE

Effective as of 27/02/2024

## ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale (referred to as "GTC") apply, without restriction or reservation, to all purchases of the following services:

The Sweego Service is a tool that allows its users to send and track their message transmissions via multiple channels such as email, SMS, chat, etc. (non-exhaustive list) in a dematerialized manner, using an online platform provided to the Client by the company Mindbaz under the Sweego brand.

As offered by the Provider, the service is open to any natural or legal person using the Site ("The Clients or the Client") on the website <https://www.sweego.io/> or its application <https://app.sweego.io/>

The main characteristics of the Services are presented on the website <https://www.sweego.io/>. The Client is required to be aware of these before placing any order. The choice and purchase of a Service is the sole responsibility of the Client.

These GTC are accessible at any time on the website <https://www.sweego.io/> and will prevail over any other document.

The Client declares to have acknowledged these GTC and to have accepted them by checking the box provided for this purpose before proceeding with the online ordering process at <https://www.sweego.io/>.

Unless proven otherwise, the data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Client.

The contact details of the Provider are as follows:

Mindbaz, SAS

Share capital of 164,111 euros

Registered at the RCS of Lille, under number 893278382

59 rue Nationale 59800 LILLE

Email: [contact@sweego.io](mailto:contact@sweego.io)

Phone: +33 3 74 09 86 00

Customs duties or other local taxes or import duties or state taxes may be payable. These shall be at the expense of and are the sole responsibility of the Client.

## ARTICLE 2 - PRICES

The Services are provided at the current rates listed on the website <https://www.sweego.io/>, at the time of the order's registration by the Provider.

Prices shown on the Site are exclusive of charges; they do not include VAT. Additional charges are applied to the invoice depending on the Client's country of residence and the applicable legal and regulatory provisions.

Rates take into account any possible discounts that would be granted by the Provider on the website <https://www.sweego.io/>.

These rates are firm and non-revisable during their period of validity, but the Provider reserves the right, outside the period of validity, to change prices at any time.

The price is payable in full upon order confirmation.

The total amount due by the Client and its details are indicated on the order confirmation page.

An invoice is issued by the Provider and given to the Client upon delivery of the ordered Services.

The client may also purchase "credits" that entitle access to the Services and the sending of a specified number of SMS. The current rate details are accessible on the website.

The unit prices of SMS are subject to market fluctuations, dictated by our suppliers or by third parties, and may vary during the contract duration. Any price increase will be directly passed on to Users as soon as our suppliers inform us. The unit prices of SMS are accessible on the Sweego website (<https://www.sweego.io/>) or directly on the Application (<https://app.sweego.io/>)

The validity period of the "credits" is 3 months from their purchase.

Unless otherwise stated in the Contract, SMS plans do not automatically renew. They must be paid in advance for the selected volumes and expire if not used before the end of the current period.

The Client will not be entitled to any refund of unused "credits."

The settlement triggers the allocation of "credits." If the payment mode is instant, "credits" are allocated immediately. If the payment mode is deferred, "credits" are allocated upon receipt.

## ARTICLE 3 - ORDERS

It is up to the Client to select on the website <https://www.sweego.io/> or the application <https://app.sweego.io/> the Services they wish to order, according to the following modalities: When placing an order, the Client must select the plan corresponding to their needs and any additional options chosen, such as "credits" for sending SMS. The Client has the opportunity to check the details of their order and its total price, and to return to the previous pages to possibly correct the contents of their basket before validating it.

After having validated their order on the order summary page, the client is redirected to the payment page to proceed with the payment.

The sale will only be considered valid after full payment of the price. It is up to the Client to check the accuracy of the order and to report any errors immediately.

The Client commits to reading the General Conditions in force before accepting them and confirming the modalities and any possible delivery and retraction fees prior to paying for their order. The confirmation of the order entails acceptance of the GTC and forms the contract concluded remotely between the Client and the Provider.

The Provider reserves the right to cancel or refuse any order from a Client with whom there exists a dispute relating to the payment of a previous order.

The Client may follow the progress of their order on the site.

Placing an order on the site <https://www.sweego.io/> implies the conclusion of a contract with a minimum duration of 1 month or 1 year renewable for the same duration by tacit reconduction.

Under the terms of article L 215 -1 of the Consumer Code, reproduced below:

"For contracts for the provision of services concluded for a fixed term with a tacit renewal clause, the professional service provider informs the consumer in writing, by nominative letter or dedicated email, at the earliest three months and at the latest one month before the end of the period authorizing the rejection of the renewal, of the possibility of not renewing the contract that he has concluded with a tacit renewal clause. This information, delivered in clear and comprehensible terms, mentions, in an apparent box, the deadline for non-renewal.

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

Advances made after the last date of renewal or, in the case of open-ended contracts, after the date of transformation of the initial fixed-term contract, are in this case reimbursed within thirty days from the date of termination of the contract, minus the sums corresponding, up to that date, to the execution of the contract. The provisions of this article apply without prejudice to those that legally subject certain contracts to special rules regarding the information of the consumer."

Article L215-2 of the Consumer Code excludes the application of Article L215-1 to operators of drinking water and sanitation services,

while Article L215-3 of the Consumer Code provides that these rules are applicable to contracts concluded between professionals and non-professionals.

Article L241-3 of the Code of consumption sanctions the professional who did not proceed with the reimbursements under the conditions provided for in Article L 215-1 of the Code of consumption."

The Client declares to have full legal capacity allowing them to commit under these General Conditions.

Registration is open to capable adults only. In no case is registration authorized for the account of third parties unless validly authorized to represent them (such as a legal entity). Registration is strictly personal to each Client.

In the event of a breach by the Client of one of the provisions of these, the Operator reserves the right to terminate the Client's account without notice.

## ARTICLE 4 - PAYMENT CONDITIONS

The price is paid through secure payment methods, as follows:

- Payment by credit card
- Payment by SEPA direct debit

The price is payable in full by the Client on the day the order is placed.

Payment data are exchanged in encrypted mode using the protocol defined by the authorized payment provider involved in the banking transactions made on the website

<https://www.sweego.io/>.

Payments made by the Client will only be considered final after the effective receipt of the sums due by the Provider.

The Provider is not obligated to deliver the Services ordered by the Client if the price has not been paid in full under the conditions stated above.

## ARTICLE 5 - PROVISION OF SERVICES

The Services ordered by the Client will be provided according to the following terms:

The Client expressly acknowledges that any order made on the Site is an order with an obligation of payment, which necessitates the payment of a price in exchange for the provision of the ordered Service.

The Client is informed that the provision of the Service cannot be carried out before the perfect receipt of the sums due by the Client.

The Operator uses the online payment solution Hyperline.co (Meterly SAS company) and Mollie (Mollie B.V. company) as a payment partner.

Payment by credit card or SEPA direct debit is made directly on the secure servers of the Operator's bank, and the Client's banking details do not transit through the Site. The banking details provided during payment are protected by SSL (Secure Socket Layer) encryption process. This way, these details are not accessible to third parties.

The Client's order is recorded and validated as soon as the payment is accepted by the bank.

The Client's account will be charged the corresponding amount only when (i) the data of the used credit card have been verified and (ii) the charge has been accepted by the bank that issued the credit card.

The impossibility to charge the due amounts will immediately nullify the sale.

The credit card may be refused if it has expired, reached the maximum spending limit allowed to the Client, or if the entered data are incorrect.

Any fees associated with the rejection of a direct debit will be recharged to the Client.

The aforementioned Services will be provided within a maximum period of 1 hour from the definitive validation of the Client's order, under the conditions provided in these GTC at the address indicated by the Client during their order on the site <https://www.sweego.io/>.

The Provider commits to make its best efforts to provide the Services ordered by the Client, within the framework of an obligation of means and within the above-mentioned deadlines.

If the Services ordered have not been provided within 1 hour after the indicative date of provision, for any reason other than force majeure or the Client's actions, the sale of the Services may be resolved at the written request of the Client under the conditions provided for in articles L 216-2, L 216-3 and L241-4 of the Consumer Code. The sums paid by the Client will then be refunded no later than fourteen days following the date the contract was denounced, excluding any compensation or deductions.

In case of a special request by the Client regarding the conditions of provision of the Services, duly accepted in writing by the Provider, the associated costs will be subject to a subsequent specific additional invoicing.

If no reservations or claims are expressly made by the Client upon receipt of the Services, they will be deemed to comply with the order, in quantity and quality.

The Client has a period of 14 days from the provision of the Services to submit claims by email via the address [support@sweego.io](mailto:support@sweego.io), with all the relevant supporting documents, to the Provider.

No claim will be validly accepted in case of non-compliance with these formalities and deadlines by the Client.

The Provider will refund or rectify as soon as possible and at its own expense the Services whose lack of conformity has been duly proven by the Client.

## ARTICLE 6 - RIGHT OF WITHDRAWAL

Given the nature of the Services provided, orders placed by the Client do not benefit from the right of withdrawal.

The contract is conclusively concluded as soon as the order is placed by the Client in accordance with the modalities specified in these GTC.

## ARTICLE 7 - UNILATERAL ACCOUNT TERMINATION

The Provider reserve the right to unilaterally and without prior notice terminate any user account that, in our judgment, poses a risk to the security, integrity, or proper functioning of our service, or in the event of use that does not comply with these Terms and Conditions of Sale.

The account termination may occur without us being required to justify our decision to the user concerned. The user expressly accepts this condition by creating an account on our platform.

## ARTICLE 8 - PROVIDER'S LIABILITY - WARRANTIES

### 8.1 Responsibilities and guarantees of Sweego.

Except in cases of force majeure, Sweego commits to making all necessary efforts to provide its services in accordance with these General Conditions of Sale. Sweego shall not be held liable for indirect damages that the Client and/or User may suffer as a result of the execution of these conditions or their consequences.

Indirect damages include, but are not limited to, data loss, loss of time, loss of profits or revenue, loss of business, loss of clientele, loss of an opportunity, economic damage, harm to reputation, image, and actions of third parties.

Any potential indemnity owed by Sweego to the Client or a third party, following the invocation of Sweego's liability, its subsidiaries, or its partners, in the execution of these terms, shall not exceed the amount paid by the Client for the services that caused the damage, during the six (6) months preceding the event causing the damage.

Sweego does not guarantee the economic, image, or informational results anticipated by the Client resulting from the sending of emails or SMS.

Sweego does not systematically verify the content of messages sent by the Client to their distribution lists; the responsibility for this content lies with the Client.

Sweego can in no case be held liable to third parties for damages resulting from the sending of emails or SMS on behalf of the Client, regardless of the cause.

## 8.2 Responsibilities and warranties of the Client

The Client is solely responsible for the content of emails or SMS sent to their distribution lists in the execution of these terms.

The Client's liability may be engaged in case of violation of these General Conditions of Sale, Sweego's privacy and anti-spam policies, or any other applicable legal, regulatory, or international standard.

The Client relieves Sweego of any liability in case of damage, claim, or recourse by third parties resulting from a breach by the User of these General Conditions of Sale, Sweego's privacy and anti-spam policies, or any other applicable legal, regulatory, or international provision.

## ARTICLE 9 - PERSONAL DATA

The Client is informed that the collection of their personal data is necessary for the sale and delivery of Services, entrusted to the Provider. This personal data is collected solely for the execution of the service contract.

### 9.1 Collection of personal data

The personal data collected on the site <https://www.sweego.io/> include:

#### **Account Opening**

When creating a Client/user account:

- Company name
- Address, Postal code, City, Country
- SIREN/SIRET number
- Intra-community VAT number.
- First and Last name
- Email address

## **Payment**

For the payment of Services offered on the site <https://www.sweego.io/>, it records financial data related to the Client/user's bank account or credit card.

## 9.2 Recipients of personal data

Personal data is exclusively used by the Provider and its employees.

The data controller is the Provider, as defined by the Data Protection Act and, as of May 25, 2018, by Regulation 2016/679 on the protection of personal data.

## 9.3 Data Controller

The data controller is the Seller, as defined by the Data Protection Act and, as of May 25, 2018, by Regulation 2016/679 on the protection of personal data. The data controller's email address is [dpo@sweego.io](mailto:dpo@sweego.io).

## 9.4 Limitation of processing

Unless the Client expressly agrees, their personal data is not used for advertising or marketing purposes.

## 9.5 Data retention period

The Provider will retain the collected data for a period of 5 years, covering the time of the statute of limitations for applicable contractual civil liability.

## 9.6 Security and confidentiality

The Provider implements organizational, technical, software, and physical digital security measures to protect personal data against alteration, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Provider cannot guarantee the security of information transmission or storage on the Internet.

## 9.7 Implementation of Client and user rights

Under the regulations applicable to personal data, Clients and users of the site <https://www.sweego.io/> have the following rights:

- They can update or delete their data in the following way: Send an email to [dpo@sweego.io](mailto:dpo@sweego.io).
- They can delete their account by writing to the email address indicated at the address mentioned in section 8.3 "Data Controller".
- They can exercise their right of access to know the personal data concerning them by writing to the address mentioned in section 8.3 "Data Controller".
- If the personal data held by the Provider is inaccurate, they can request the update of the information by writing to the address mentioned in section 8.3 "Data Controller".
- They can request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address mentioned in section 8.3 "Data Controller".
- They can also request the portability of data held by the Provider to another service provider.
- Finally, they can object to the processing of their data by the Provider.

These rights, provided they do not oppose the purpose of the processing, can be exercised by sending a request by mail or email to the Data Controller whose contact details are provided above.

The Data Controller must provide a response within a maximum period of one month. In case of refusal to comply with the Client's request, this refusal must be justified.

The Client is informed that in case of refusal, they can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or take legal action.

The Client may be invited to check a box whereby they agree to receive informational and advertising emails from the Provider. They will always have the option to withdraw their consent at any time by contacting the Provider (details above) or by following the unsubscribe link.

## ARTICLE 10 - INTELLECTUAL PROPERTY

The content of the site <https://www.sweego.io/> is the property of the Seller and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and is likely to constitute an infringement.

## ARTICLE 11 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale (GTC) and the transactions arising from them are governed by and subject to French law.

These GTC are written in French. In the event they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

## ARTICLE 12 - COMPLIANCE WITH APPLICABLE REGULATIONS

Each Party agrees to comply with the regulations relevant to its activities.

In general, the Client ensures that the information transmitted via Sweego's Services does not violate any applicable law, regulation, or international agreement. This includes legal provisions in France, in the state where the Client conducts their activities, and in the states of residence of the individuals listed in the distribution lists, as well as third-party rights.

The sending of emails and SMS to clients and prospects is governed by current rules regarding data protection and electronic prospecting, including, but not limited to:

- In France: articles L.34-5 of the Code of Posts and Electronic Communications, and L.122-8, L122-9, and L122-10 of the Consumer Code.
- In Italy: Codice in materia di protezione dei dati personali.
- In Spain: Ley 34/2002 of July 11, on services of the information society and electronic commerce and Ley Orgánica 3/2018 of December 5, on Personal Data Protection and guarantee of digital rights.
- In the United Kingdom: The Privacy and Electronic Communications (EC Directive) Regulations 2003.
- In Germany: Bundesdatenschutzgesetz (BDSG), Federal Data Protection Act and Telemediengesetz (TMG), Act on Telemedia.
- In the United States: Telemarketing Sales Rule, the Federal Telephone Consumer Protection Act, and the CAN-SPAM Act.

- In Canada: Personal Information Protection and Electronic Documents Act (PIPEDA) and Canada's Anti-Spam Legislation (CASL).
- In India: Information Technology Act, 2000 and Telecom Commercial Communications Customer Preference Regulations, 2018.

## ARTICLE 13 - DISPUTES

For any claims, please contact the customer service at the postal or email address of the Provider indicated in ARTICLE 1 of these GTC.

The Client is informed that they may, in any case, resort to conventional mediation at existing sectoral mediation bodies or any alternative dispute resolution method (conciliation, for example) in case of dispute.

In this instance, the designated mediator is:

- Mr. Mediator of CIC
- 63, chemin Antoine Pardon
- 69160 Tassin La Demi-Lune
- <https://www.lemediateur-cic.fr/fr/professionnels/index.html>

The Client is also informed that they may also use the Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes to which the purchase and sale operations concluded under these GTC and which have not been amicably settled by the seller or through mediation, will be submitted to the competent courts under common law conditions.