

TERMS OF USE

Signitic - email Signature Platform

By using the Solution, the Client agrees to the following Terms of Use and the Privacy Policy (collectively referred to as « Terms & Conditions of Service »). By subscribing to the Solution, the Client expressly agrees to the involvement of all third party service providers chosen by the Supplier to provide services necessary to the proper functioning of the Solution. Please read the Terms & Conditions of Service with care, as they constitute the applicable conditions to the contractual relationship between the Client and the Supplier.

1. Signitic

Signitic (hereafter referred to as “Solution”) is a Solution created and operated by Shift Consulting (hereafter referred to as “Supplier”), a simplified joint-stock company with a single shareholder (*French: société par actions simplifiée à associé unique*) with a capital of 325 000€, registered under the identification number 795 210 178 at the Lyon RCS, located 66, rue de la Villette, 69003 Lyon, France. Shift Consulting specializes in information system and software consulting.

The Solution allows the Client to manage the email signatures of its Users through a Web browser:

- (i) Automate email signature management through the Account created by the Client;
- (ii) Create email signatures;
- (iii) Insert communication banners below signatures;
- (iv) Add signatures and banners within the user settings of the email service used.

The Supplier offers the Solution as a Software as a Service (SaaS). The client can access the Solution through a web browser in exchange of the payment of a yearly or monthly Subscription.

2. Definitions

“Subscription”: refers to the process by which the Client pays a recurring sum to the Supplier in exchange for using the Solution.

”Administrator”: refers to the person designated by the Client to operate the Solution in accordance with its needs.

“Communication Banner”: refers to a .JPEG or .PNG picture of any size up to 1024 kb.

“Client”: refers to the natural person or the legal entity subscribing to Signitic to address its professional needs. A Client can either be an Administrator or a User of the Solution. By subscribing to the Solution, the Client acknowledges having read and agreed to the Terms & Conditions of Service.

“Account”: refers to the unique interface allowing the Administrator to automate email signature management.

“Content”: refers to all the visual elements which are the intellectual property of the Client, and all written elements added by the Administrator within the Solution.

“Party”: refers to one of the contracting parties (Client or Supplier)

“Parties”: refers to both the Client and the Supplier collectively.

“Third Party Service Provider”: Refers to any company chosen by the Supplier to provide services necessary to the proper functioning of the solution. This includes [Gandi](#).

“Users”: refers to the employees, collaborators and/or anyone acting on behalf of the Client using the Solution as set up by the Administrator.

3. Solution Use

3.1. Legal Capacity

The Client must have the legal capacity to contract with Shift Consulting.

If the Client is a legal person, the natural person contracting with Shift Consulting on its behalf must be a Authorized Representative of the company, i.e. they must have the legal capacity to represent and contract on its behalf

3.2. User Behaviour

The Client agrees not to use the Solution to:

- Spread content that would be deemed offensive, threatening, insulting (i), illegal, slanderous, vulgar, obscene, calumnious, constitutive of harassment, to infringe on a third party’s privacy or affect its image, to constitute a racially charged infraction or an act of unfair competition;
- Infringe upon the applicable legislation and reglementation;
- Steal the identity of any natural person or legal entity, falsify or alter headers or logins in order to conceal or falsify the origin of any content sent out through the Solution;
- Disclose confidential information, information falling under business confidentiality or infringe on patents, brands, trade secrets, literary and artistic property rights or on any other property rights belonging to any natural person or legal entity;
- Spread viruses, computer codes, files, programs or any content intended to interrupt, delete, or limit directly or indirectly the proper functioning of the solution or to affect third parties;

4. Conditions of use of the Solution

4.1. Email service providers

The Solution is compatible with the Office 365 (Microsoft) and G Suite (Google) email service providers.

If the Client uses another messaging service and wishes to implement the Solution, it should contact the Supplier directly. Tests will have to be carried out to test the compatibility of the desired messaging service with the solution.

Installing a piece of Signitic software is necessary to the proper functioning of the Solution for the End Users running the heavy client of the Outlook messaging service on their computers. The Client can take the initiative to install the software on the computers running Windows (Outlook) or Apple

(Outlook) Operating Systems. No software installation is necessary for users using the Google (Gmail) or Microsoft (Outlook Web Access) webmails.

The G Suite or Office 365 Terms & Conditions apply to the Client and are available at the following links:

- https://gsuite.google.com/intl/fr/terms/2013/1/premier_terms.html
- <https://www.microsoft.com/fr-fr/servicesagreement/>

4.2. Account Access

To access the Solution, the Client should use a high speed Internet connection and a web browser. The Supplier will ensure that the Solution performs optimally with Google Chrome.

The Client must preemptively appoint an Administrator who will have the ability to access the Account. The email address communicated by the Client will be used as login.

The Administrator will receive its password on sign up. The Supplier recommends that the Administrator change its password on first connection. The Supplier has no access to the password once modified. Passwords are confidentials and, if lost or forgotten, can be changed at any point upon Administrator request.

The Client is solely liable for any activity carried out on or through the Account. In order to protect your Account, the Supplier recommends that the Client does not disclose its password nor reuse it on other services.

4.3. Account and Personal Data Protection

The use of the Solution requires the possession of an Account.

The Administrator ensures that Account information (i.e. the information filled in when subscribing to the Solution) remain up-to-date, exhaustive, accurate and truthful. The Client is solely liable for the truthfulness and accuracy of the information communicated and for any litigation pertaining to it.

The Client acknowledges that personalization is key to the Solution, and requires accessing and processing Client Personal Data.

By subscribing to the Solution, the Client acknowledges having read and agreed to the Signitic Privacy Policy.

Details regarding Gandi, the server used to host and process Client Personal Data can be found directly on their website, and are available at the following link: <https://www.gandi.net/en/contracts/terms-of-service>

Personal Data are subject to GDPR, and will automatically be deleted from the Gandi web hosting service within one (1) month after the subscription expiration date.

4.4. Administrator Account Setup

In the Account, The Administrator must connect its email service data to the Solution to allow the upload of User Data.

By default, Users are assigned to the “Principal” group.

The Administrator can create groups and add User to them at their own discretion, but a User can only belong to one group at a time.

The Administrator can manage signatures and communication banners at their own discretion.

4.5. Notifications

The Supplier can send notifications to the Client, including announcements concerning the Solution and notifications concerning potential changes to the Terms & Conditions of Services, through, including but not limited to, the following communication methods: email, post, SMS, MMS, Push notifications or messages within an application, phone or any other communication method deemed reasonable, known or unknown on the day of the agreement.

5. Rates

In exchange for using the Solution, the Client agrees to pay to the Supplier the agreed upon sum for the period, depending on the number of active Users and the rates listed on the Signitic website at the time of the initial purchase of the subscription. The minimum number of (yearly or monthly) subscriptions on purchase is five (5).

The Supplier reserves the right to offer personalized offers depending on Client needs, promotional offers or price reductions at its own discretion.

If The Supplier decides to increase subscription prices, Clients with active subscriptions will be grandfathered in and the rates applicable to them will remain the same for as long as their subscription remains active.

5.1. Payment methods

To use the Solution, the Client must purchase yearly subscriptions (which can be activated within 12 months after the purchase date) or monthly subscriptions (which can be activated within 1 month after the purchase date).

Yearly subscriptions which have not been activated within 12 months will be credited as yearly subscription credit to the Account to be activated within the following 12 months.

Payment shall be made with payment cards on purchase.

Payment through wire transfers is possible if and only if the Supplier has expressly given its consent in writing, in which case the transfer shall be made within thirty (30) days after the date of invoice reception.

The Client agrees to give accurate billing information and to keep them up to date.

5.2. Payment Terms

Payment is due on Subscription purchase or on renewal for Clients using payment cards, or on invoice reception for client using wire transfers.

Any subscription period started by the Client should be fully paid to the Supplier.

5.3. Automatic Subscription Renewal

Each term shall automatically renew for subsequent periods of the same length as the initial term unless the Client gives the Supplier a written notice of termination at least seventy-two (72) hours prior to the expiration of the then-current term.

For Clients paying via payment card, payment is automatically processed at the beginning of the new term. For Clients paying via wire transfer on invoice reception, an invoice will be generated for the period and sent to the Client at the end of it.

Client subscriptions are automatically renewed at the rates applicable on the time of the initial purchase of the subscription, barring any exceptions expressly agreed upon by the Client and the Supplier.

5.4. Free Trial

The Supplier can offer Free Trials at its own discretion, allowing beneficiaries to test the Solution for free ("Free Trial"). At the end of the Free Trial, if the Client has added a payment method to its Account, the Subscription will be activated. Therefore, it is necessary that the Client cancel the Subscription at the end of the Free Trial if it does not find the Solution satisfactory. If no payment method has been added, the Solution will automatically be deactivated at the end of the Free Trial.

If no Subscription has been purchased, the Supplier can deactivate the account at any point at its own discretion.

5.5. Non-payment

If no payment has been received by the Supplier at due date, the Client owes a late fee to the Supplier, which is equal to three (3) times French the legal interest rate plus an automatic forty euros (€40) penalty. This penalty is automatic and does not require any prior notice from the Supplier to the Client.

The Client owes the Supplier any collecting fee, including but not limited to lawyer fees, or any other legal fees that are engaged to recover the debt due to the Supplier.

The Supplier can also suspend or cancel a Subscription at any point without prior notice in case of non-payment.

5.6. Contesting Payment or Invoicing Mistakes

The Client must inform the Supplier of any problem or mistake regarding payment or invoicing within ninety (90) days after the mistake first appeared on its bank statement, or after the date of invoice reception.

If not brought up to the Supplier's attention within that 90 days period, the Client renounces the right to contest the payment or invoicing.

6. Subscription Length

Subscription are indefinite, i.e. they have no expiry date.

The Solution can be purchased either on a monthly or a yearly basis.

Unless the Client expressly cancels the subscription, the subscription is automatically renewed at the end of the term (cf. section 5.3).

7. Cancellation

The Parties can cancel the Subscription as long as they respect the conditions listed below:

7.1. Cancellation at the Client's initiative

To cancel the Subscription, the Client must request it at least seventy-two (72) hours before the desired cancellation date, by sending an email at hello@signitic.app.

The cancellation will come in force at the end of the current Subscription, depending on the plan chosen by the Client.

7.2. Cancellation at the Supplier's initiative

Regardless of the content of the Terms & Conditions of Service and without infringing on the rights granted by the applicable legislation and reglementation to the Client, the Supplier can suspend, cancel, impose limits or restrict access to the Solution, temporarily or permanently, without notice:

- (i) If the Client does not pay a payment due;
- (ii) If the Client infringes the above clause (3.2) regarding User behaviour;
- (iii) If the Client infringes the Terms & Conditions of Service, or the applicable legislation and reglementation;
- (iv) If requested by law enforcement, a judicial body or other government agency, as part of a valid legal procedure;
- (v) if unexpected technical or security problems were to arise.

In case of definitive suspension or cancellation of the Account, the Supplier will inform the Client. The Parties will agree upon what constitutes a reasonable period to access and save the information and Content of the account, unless maintaining an access to the Account would infringe upon the applicable legislation and reglementation, contravene to the demands of law enforcement, judicial bodies or other government agencies, or would be damaging to the Supplier or a third party.

7.3. Cancellation consequences

In case of Subscription cancellation, the Client will not be able to use the Solution after the end date of the current Subscription period.

On cancellation, the Client can request from the Supplier a sworn statement confirming that the Account and all Personal Data communicated by the Client when using the Solution have been deleted.

The Supplier will automatically delete Client Personal Data within one (1) month after the expiration date of the subscription.

8. Solution Use Stoppage

If the stoppage is initiated by the Supplier, it will notify the Client at least one (1) month in advance to allow the Client to find an alternative service. If requested by the Client, The Supplier will assist the Client with Data transfer.

The stoppage of Solution use must not be intended to damage the Client's activity.

9. Transferability and Data suppression

Transferability allows the Client to ask the Supplier for the entirety of its Personal Data in electronic format (SQL or CSV).

10. Fulfillment Conditions: Respective Obligations and Liabilities

10.1. Supplier Obligations and Liability

On condition that the Client fulfills its contractual obligations towards it, the Supplier agrees to:

- (i) Maintain a relationship with the Client based on cooperation;
- (ii) Provide the Client with access to the Solution;
- (iii) Ensure the proper functioning of the Solution;
- (iv) Respect the GDPR regarding the processing of Personal Data, and to maintain confidentiality of Data that does not constitute Personal Data;
- (v) Ensure the updating and the maintenance of the Solution. The Solution being Internet-based, the Client acknowledges that any update made by the Supplier is instantaneous and does not require Client action.

Provided it does not contradict the applicable legislation or reglementation, the Supplier can not be held liable:

- (i) In case of damage(direct, indirect, special, incidental or consecutive) caused to the Client;
- (ii) Of profit losses, income losses, missed commercial opportunities, opportunity losses, alleged losses of value of personal data or any other losses (collectively referred to as "Losses") that may result from the Terms & Conditions of Service, accessing or using the Solution, including but not limiting to the losses due to: the suppression or alteration of data, the inability to stock data stored or processed by the Solution;
- (iii) Of any loss due to an Account suspension or cancellation that was decided in response to Client wrongdoing;
- (iv) Of the uploading or sharing of data, including but not limited to personal and confidential data, carried out by the Client when using the Solution;
- (v) Of the unauthorized access to the Account or to any data stored or processed through the Solution;
- (vi) Of the content integrated within the Solution by the Client;
- (vii) Of any losses due to a due to a breakdown, a slowdown or failure of the Client's internet connection or losses due to a conflict between the softwares used by the Client and supplier requirements;
- (viii) Of any losses due to the updating or maintenance of the Solution, causing the Solution to be unavailable for a short period, considered to be reasonable by the Parties acting in good faith.

In case of a breach of contract, if the Supplier's liability is engaged, the damages due to the Client shall not exceed the sum total paid by the Client to the Supplier within the last twelve (12) months by virtue of the current Subscription contract.

10.2. Client Obligations and Liability

The Client agrees to:

- (i) Pay the Subscription when payment is due;
- (ii) Meet potential prerequisites listed by the Supplier as conditions to use the Solution;
- (iii) Maintain cooperation with the Supplier;
- (iv) Bring up bugs explicitly and in details to the Supplier;
- (v) Ensure that the Solution is used as intended;
- (vi) Not use the Solution for any illegal purpose;
- (vii) Guarantee the accuracy of the information sent to the Supplier;
- (viii) Upgrade its IT configuration if necessary to the proper functioning of the Solution;
- (ix) Ensure that the Content sent out via the Solution is legal, does not affect public order, constitute lewd conduct, affect any third party's rights, or infringes on any applicable legislation or regulation, or could in any way engage the Supplier's liability;
- (x) Not use the Solution to sent out content that would fall under the following categories:
 - Pornographic, obscene, indecent, shocking or unsuited for a familial audience, slanderous, insulting, violent, racist, xenophobic or revisionist content;
 - Counterfeited content;
 - Content that would hurt a third party's reputation;
 - Dishonest or deceptive content, or content promoting illegal, deceptive or fraudulent activities,
 - Content designed to harm information system (viruses, Trojan horses, etc.);
 - Content that would infringe on a third party's right, or be prejudicial to them, regardless of the way that prejudice would occur.

The Client agrees to:

- (i) Be solely liable for any litigation that may occur due to the use of the Solution and/or the content published by the Client when using the Solution;
- (ii) Pay the full subscription cost and any late fees due;
- (iii) Respect intellectual property rights;
- (iv) Install on its own, and be solely responsible for any software necessary to the proper functioning of the Solution;
- (v) Be solely liable for the securing, confidentiality and use of the Account. Consequently, the Client is solely liable of any act carried out on and through the Solution and of any damage caused to the Supplier or to any third party;
- (vi) Immediately alert the Supplier in case of unauthorized access to the Account, passwords or to the Solution so that the Supplier could take all necessary measures to resolve the situation, decided in concert with the Client;
- (vii) Be solely liable for the accuracy and truthfulness of any information communicated and any litigation pertaining to it.

11. Force majeure

In case of force majeure, as defined by the applicable French legislation and legal precedents, that would make the fulfillment of the contract impossible by one of the Parties, the affected Party agrees to inform the other Party within fifteen (15) days after having learned of the cause of force majeure.

Both Parties' obligations will initially be suspended for as long as the cause of force majeure exists, with the exception of the Privacy Policy and Intellectual property rules.

If the suspension period lasts for more than thirty (30) days, the Subscription can be cancelled by any Party by sending a recorded delivery letter. Both Parties will be released from their obligations and no damages will be due by any Party to the other.

12. Customer Support

Customer Support is available from Monday to Friday, from 9AM until 12PM, and from 2PM until 5PM, Paris local time, and can be reached by phone (+33.4.78.42.93.56) or through email at hello@signitic.app.

The Supplier will do its best to call back or answer the Client within two (2) working days after having received a call or an email.

13. Intellectual Property

13.1. Client Intellectual Property

When the Client uploads, shares or submit Content using the Solution, it retains full property of the intellectual property rights on said Content and grants the Supplier with a non-exclusive, free and global license, allowing the Supplier to use, host, stock, reproduce or modify said Content in accordance with the object of the Solution, for the duration of the Subscription. This license can be sublicensed by the Supplier to companies belonging to the same group of companies as itself.

13.2. Content

The Client is solely liable for the Content used. The Supplier disclaims all liability for Client or third party behaviour, including but not limited to, natural persons or legal entities the Client communicates with using the Solution. The Client is solely liable for any Content uploaded, published, sent through email, processed or made available when using the Solution.

13.3. Intellectual Property Infringement

The Supplier agrees not to infringe upon the Client's and third parties' Intellectual property rights, and the Client agrees to do likewise.

14. Storage and Data Use

Client Data remain the exclusive property of the Client. The Supplier agrees not to use or sell Client Data for commercial purposes. The Supplier will access Data if expressly requested by the Client to ensure the maintenance of the Solution. Data access is strictly limited to that scope.

Data includes:

- All Personal Data related to Users, stored and extracted from the Client database or communicated by the Administrator or the Users, and falling under the Client's sole liability;
- Visual content created by the Client.

15. Governing Law and Forum Selection Clauses

15.1. Governing Law

These Terms & Conditions of Services and their application, interpretation or creation, as well as the contractual relationship between the Parties, including any reclamation or litigation, be it contractual or not, that could occur between the Parties, shall be governed by and interpreted in accordance with the applicable legislation and reglementation of the French Republic, without regard for any legal provision related to conflict of laws.

15.2. Forum Selection Clause

If litigation were to occur regarding the validity, the interpretation and/or the fulfillment of these Terms & Conditions of Service, and assuming that no applicable legislation or reglementation would state otherwise, both Parties agree that the Courts of Lyon (France) shall be exclusively competent to resolve said litigation.

16. Miscellaneous

16.1. Changes to the Terms & Conditions of Service

The Supplier agrees to preemptively inform the Client of any substantial changes to the Solution that would limit its access or its use by the Client. By continuing to use the Solution after the changes have come into force, the Client agrees to the Terms & Conditions of Services as modified.

The Supplier agrees to do its best to quickly inform the Client of any changes to the Terms & Conditions of Service to be made in order to meet security requirements, to comply with the applicable legislation and reglementation.

16.2. Governing Language

In the event that Shift Consulting has provided the Client with a translation of the French language version of the Terms & Conditions of Service, the Client agrees that the translation is provided for convenience only.

If there is any contradiction between the translation and the French language version, the French language version shall take precedent.

16.3. Renunciation to the Right to Withdraw Consent

By purchasing a subscription, the Client expressly renounces to any right to withdraw consent that may be granted to it by the applicable legislation or reglementation.

These Terms & Conditions of Service have come into force on 2020/02/17.
Version 1.6