

# Terms of Service

Welcome to **ABYSSALE** (“**Company**”, “**we**”, “**our**”, “**us**”)! As you have just clicked to our Terms of Service, please make a pause, grab a cup of coffee and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service (“**Terms**”, “**Terms of Service**”) govern your use of our web pages located at <https://www.abyssale.com> operated by ABYSSALE SAS.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read it here <https://www.abyssale.com/privacy.pdf>

Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”). You acknowledge that you have read and understood Agreements, and agree to be bound by them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at [dpo@abyssale.com](mailto:dpo@abyssale.com) so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

## Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at [help@abyssale.com](mailto:help@abyssale.com)

## Billing and payments

### Payment methods

The subscription to the plan and to the addons is payable by credit or debit card (Visa, Discover & Diners, Mastercard, American Express, China UnionPay, Japan Credit

Bureau). The Customer's card number and expiry date are entered on an encrypted server processed by Stripe which ensures the security and confidentiality of the data.

ABYSSALE cannot be held liable in case of fraudulent use of the payment methods used.

Upon receipt of the subscription and/or options request, a request to debit the bank account will be sent to the paying agency. The subscription and/or options will be regarded as being concluded upon receipt of the authorisation to debit the account from the paying agency.

Electron, Maestro, e-CB and pre-paid CB cards are not accepted;

## **Invoice**

The Customer is billed:

- Every month on the anniversary date of the subscription in the case of a monthly subscription;
- Once per annum on the anniversary date of the subscription in the case of an annual subscription.

Invoices are drawn up in the name of the Customer and the first invoice is sent by email to the Customer at the email address entered when creating their Account. Subsequent invoices are available for download from the Website.

## **Payment**

For payments by debit card or credit card, the Customer will be charged the pre-defined sum automatically every month, until they cancel the subscription and/or options in accordance with the conditions stipulated in the Terms of Service.

## **Non-payment/Late payment**

If the bank rejects a card transaction or a different payment method is refused, the subscription and/or options will not be final and the Customer shall be responsible for contacting the customer services department of ABYSSALE to pay for the subscription and/or options using another payment method.

In addition, if necessary, ABYSSALE reserves the right to suspend or cancel the subscription and/or the options without being held liable. Where applicable, payments to be made up to the anniversary date of the subscription and/or of the options will be payable immediately.

## **Contests, Sweepstakes and Promotions**

Any contests, sweepstakes or other promotions (collectively, “**Promotions**”) made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

## **Subscriptions**

Applicable fees for the use of the Services are displayed in euros (€) or dollars (\$) (with taxes, if applicable).

Access to ABYSSALE services are billed on a subscription basis (“**Subscription(s)**”). You will be billed in advance on a recurring and periodic basis (“**Billing Cycle**”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or ABYSSALE cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting ABYSSALE customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide ABYSSALE with accurate and complete billing information including full name, address, state, zip code, VAT id (if applicable), and a valid payment method information.

By submitting such payment information, you automatically authorize ABYSSALE to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, ABYSSALE will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## **Free trial**

ABYSSALE may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("**Free Trial**").

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by ABYSSALE until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, ABYSSALE reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

## **Fee changes**

ABYSSALE, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

ABYSSALE will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## Refunds

As ABYSSALE and the Customer act within the framework of the Terms of Service as professionals, the Customer acknowledges and accepts that they have no right of withdrawal.

However, ABYSSALE reserves the right to exceptionally grant refunds to its Customers, if the Customer asks ABYSSALE's customer services department in writing to cancel its subscription at the following address: [help@abyssale.com](mailto:help@abyssale.com) and if it is issued to and received by ABYSSALE:

- Within seven (7) days of the subscription date for a monthly subscription;
- Within thirty (30) days of the subscription date for an annual subscription.

Cancellation requests when renewing the subscription are also accepted if they are issued to and received by ABYSSALE under the same conditions as those set out above, namely:

- Within seven (7) days of the anniversary date of the subscription renewal for a monthly subscription;
- Within thirty (30) days of the anniversary date of the subscription renewal for an annual subscription;

Cancellation requests that satisfy the aforementioned conditions will result in a full refund of the Customer's subscription.

If the aforementioned conditions are not satisfied, the cancellation requests will be taken into account by ABYSSALE but no refund will be given to the Customer.

The Customer is able to issue a cancellation request for its option/options at any time, in writing to ABYSSALE's customer services department at the following address: [help@abyssale.com](mailto:help@abyssale.com)

The option/options will terminate on the subscription anniversary date of the option concerned. However, the Customer acknowledges and accepts that no refund will be given for the cancellation of option/options.

## **Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, or other material (“**Content**”). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service.

ABYSSALE has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of ABYSSALE or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## **Prohibited uses**

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party’s use of Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify Company rating.

- Otherwise attempt to interfere with the proper working of Service.

## Accounts

To benefit from the Services, Users must subscribe as described in the General Terms and Conditions of Subscription and create an Account.

To create an Account and to be able to use the Services, Users must click on the link "<https://app.abysale.com/register>".

Users are then asked to enter an email address and set up a unique, personal password allowing them access to the Services and/or their Account.

ABYSSALE encourages Users to use "strong" passwords, combining numbers, letters and symbols as well as upper and lower case letters.

Users are solely responsible for safeguarding their account credentials. As such, Users undertake to keep them confidential and not to disclose them in any form whatsoever. If any of the elements of the account credentials is lost or stolen, Users must inform ABYSSALE immediately, which will then cancel and/or update the account credentials concerned.

Users are fully responsible for safeguarding the confidentiality of their password. In this regard, Users must ensure, at the end of each session, that they have effectively logged out of the Website and/or the Application, particularly when accessing the Website from a public computer.

In case of loss of their password, Users are able to request a new password through their Account by clicking the "forgotten password" link.

In addition, Users must fill in a form with the following information:

- First name\*
- Last name\*
- Email\*
- Password\*
- Role within the company



- Company name\*
- Company industry
- Company size

Mandatory fields are marked with an asterisk (\*).

Users must then click on the “Sign in” tab.

Users will then receive an email confirming that their account has been created and explaining the Services.

When creating an Account (whether on their own behalf or on behalf of a third party), Users undertake to provide true, accurate, up-to-date and complete information, particularly in relation to their identity, in accordance with Article 6-II of Act No. 2004-575 of 21 June 2004 on confidence in the digital economy. Accordingly, they undertake not to create any false identity likely to mislead ABYSSALE or third parties and not to impersonate any other legal entity or individual.

ABYSSALE does not have control over the accuracy or reliability of information provided by Users and therefore cannot be held responsible for any consequences resulting from the provision of incomplete or incorrect information.

Users who discover that another person has used their identity to use the Services must inform ABYSSALE immediately at the following address: [help@abyssale.com](mailto:help@abyssale.com)

In the event that a User provides false, inaccurate, erroneous, outdated, incomplete, misleading or deceptive information, ABYSSALE may immediately, without notice or compensation, suspend or terminate that User’s Account and temporarily or permanently deny him access to the Website and/or to the Application and/or to the Services. Moreover, ABYSSALE may not, under any circumstances, be held liable in case of non-performance and/or partial performance of the subscription in relation to the provision of information of that nature.

Registered Users may decide to disable their Account whenever they deem it to be appropriate, in accordance with the terms stipulated in the Terms of service.

## **Intellectual Property**

Certain elements (including editorial, illustrations, studies and videos) on the Website and/or the Platform are protected by intellectual property laws, particularly copyright, and are the exclusive property of ABYSSALE.

Similarly, the trademarks, logos, graphics and animations on the Website and/or the Platform are the exclusive intellectual property of ABYSSALE.

It is agreed that the General Terms and Conditions of Use shall not result in any assignment of the intellectual property rights of ABYSSALE.

ABYSSALE personally grants to Users the non-exclusive, non-transferable right to use the Website and/or the Platform and any related software free of charge. They are prohibited - directly or indirectly - from copying, modifying, creating a derivative work, reverse engineering, disassembling or otherwise attempting to obtain the source code (except for cases stipulated by law), selling, assigning, sub-licensing or otherwise transferring any rights to the Website, the Platform, the Services or the related software.

Users undertake not to modify the Website, the Platform, the Services or the related software in any way and/or not to use any modified versions thereof, including (but not limited to) to gain unauthorised access to the Website and/or the Application and/or the Services. In particular, Users agree not to access the Services by any means other than the Website and/or the Application.

Users are informed and recognise that the Website, the Platform, the Services and any related software used may contain confidential information or information protected by the intellectual property law in force or any other law. Users undertake not to modify, lease, borrow, sell or distribute such content or create derivative works incorporating all or part of that content, unless expressly authorised by ABYSSALE in advance.

The Website and/or the Platform contain text and images which are the exclusive property of ABYSSALE (hereinafter, "Intellectual Property"). The Intellectual Property is made available to Users, free of charge, solely for the use of the Website, the Application and the Services and as part of the normal use of their features.

Such authorisation to use the Intellectual Property is given on a personal, non-exclusive and non-transferable basis. ABYSSALE may revoke its authorisation to use its Intellectual Property at any time.

Users are prohibited - directly or indirectly - from copying, modifying, creating a derivative work, reverse engineering, disassembling, or otherwise attempting to find the source code (except for cases stipulated by law), selling, assigning, sub-licensing or otherwise transferring any rights in relation to the Intellectual Property. Users agree not to modify the Intellectual Property in any way.

In case of non-compliant or abusive use of the Intellectual Property, ABYSSALE reserves the right to take any legal action to stop the infringement of its intellectual property rights and to cancel the subscription and/or deactivate Users' Accounts in accordance with the conditions stated in these terms of services.

## **Links to other websites**

Our Service may contain links to third party web sites or services that are not owned or controlled by ABYSSALE.

ABYSSALE has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that abyssale shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms of service and privacy policies of any third party web sites or services that you visit.

## **Duration of access to the services**

The Services are accessible via the Website and/or the Application twenty-four (24) hours a day, seven (7) days a week.

They are accessible throughout the User's subscription period until it decides to terminate its subscription and/or deactivates its Account in accordance with the terms stipulated in the Terms of Service.

However, due to the nature of the internet, ABYSSALE does not guarantee the operation of or access to the Services twenty-four (24) hours a day, seven (7) days a week.

## **Interruption of the services**

ABYSSALE reserves the right to interrupt the operation of all or part of the Services at any time, with or without notice, in particular to carry out corrective or ongoing maintenance or to develop the content or presentation. Wherever possible, ABYSSALE will inform Users prior to a corrective or ongoing maintenance operation.

In addition, Users recognise that the Services may be interrupted for reasons beyond the control of ABYSSALE and that ABYSSALE cannot guarantee continued access to the Services.

In all cases, ABYSSALE may not, under any circumstances, be held liable for any interruption and/or malfunction of the Services, for whatever reason.

## **Errors reporting and feedback**

Users are requested to inform ABYSSALE of any technical issue they encounter when browsing and/or using the Services by sending an email to the following email address and describing the issue encountered: [help@abyssale.com](mailto:help@abyssale.com)

## **Account deactivation, deletion and termination**

A User's Account is active so long as:

- It is registered on the Website and/or the Application;
- It pays for a subscription to the Services of ABYSSALE.

As soon as a User stops paying for its subscription, access to the Services is disabled. The Customer may continue to access its Account but will not have access to the Services unless it purchases and pays for a new subscription to the Services.

Users are able to deactivate their Account on the Website and/or the Application and/or delete their Account at any time for no reason.

To do so, Users must send an email to the following address: [help@abyssale.com](mailto:help@abyssale.com) requesting the deactivation or deletion of their Account. A copy of some form of identity may be requested to avoid any risk of identity theft.

Access to the Account will end on the anniversary date of the User's subscription.

The cancellation of the subscription and/or the deletion of an Account is final as the Account is irreversibly deleted and the personal data relating thereto is automatically deleted and cannot be recovered.

The cancellation of the subscription and/or the deletion of an Account does not prevent Users from re-registering and creating another Account.

## **Termination**

In the event of non-compliance with the obligations resulting from acceptance of the General Terms and Conditions of Use, the provision of incorrect information when the Account is created or action likely to damage the interests of ABYSSALE, ABYSSALE reserves the right to suspend access to the Services without notice or, depending on the seriousness of the action, delete the User's Account without any damages being able to be claimed.

## **Changes to service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## **Amendments to terms**

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

## **Waiver and severability**

The Terms of Service constitute the entire agreement between Users and ABYSSALE with regard to the use of the Services and of the Website and/or the Application in general.

The Terms of Service govern all usage of the Services by Users, subject to the application of additional or specific terms and conditions of use governing certain Services for which Users must give their express consent.

In general, if one or more provisions of the Terms of Service are held invalid pursuant to a law, regulation or following a final decision by a court with jurisdiction, the other provisions shall retain their full force and scope and shall remain valid and applicable. The same principles will apply in case of incomplete provisions.

If ABYSSALE does not invoke, at any given time, any of the provisions of the Terms of Service, this fact may not be interpreted as a waiver of the right to invoke these provisions at a later date.

## **Governing law**

The use and operation of the Services are subject to French law. The validity, performance and interpretation of the Terms of Service applicable to the Services are also subject to French law.

For any issue and/or question relating to the Services, Customers are requested to contact customer services by email at the following address to try to find an amicable solution: [help@abyssale.com](mailto:help@abyssale.com)

Any Disputes Relating To The Application, Interpretation Or Performance Of The Terms of Service Or To The Use And/Or Operation Of The Services Or Of Any Subsequent Or Consequential Services Are Subject To The Jurisdiction Of The Paris Courts, Even In Case Of The Introduction Of Third Parties Or Multiple Defendants.

## **Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## **Contact us**

Please send your feedback, comments, requests for technical support:

- By email: [help@abyssale.com](mailto:help@abyssale.com).
- By visiting this page on our website: <https://www.abyssale.com>.
- By mail: 49 rue de Ponthieu, 75008 Paris, France.