

# Terms and conditions of use

## 1. Introduction and Scope

- 1.1. The present terms and conditions of use (“**ToU**”) communicated by iCOVER SAS, a French joint-stock company registered with the Paris Commercial Registry under n°530 913 813 and/or any of its affiliated entity, including any Square Facts entities (“**iCOVER**” or “**we**”), as defined by your Service Agreement with iCOVER, govern your access to and use of any iCOVER’s web interface, such as IRIS Customer Portal and Relevance, and other websites offered by iCOVER, its affiliates, and partners (“**iCOVER Web interface**”), by individuals, small and large businesses, and nonprofit organizations, who orders the service (“**Customer**” or “**you**”).
- 1.2. The employees of the Customer using the iCOVER Web interface on behalf of the Customer are referred to individually as “**Authorized User**” and bound by iCOVER’s present Terms of Use and Privacy Policy. The Customer designates a “**Main User**” who will be the admin for the Customer’s iCOVER Web interface account.

## 2. Definitions

- 2.1. « **Authorized User** » means any natural person, employed by you; who is duly authorized by you and iCOVER to access and use the iCOVER Web interface to perform the service agreement with iCOVER.
- 2.2. « **Unauthorized User** » means any User who does not meet the criteria for an Authorized User. For the avoidance of doubt, an Unauthorized user may also be a former Authorized User whose access has been denied, suspended, or otherwise seized by iCOVER.

- 2.3. **“Service Agreement”** means the contract or the terms of services that govern the business relationship between iCOVER and you for the performance of the services by iCOVER.

### **3. iCOVER Web interface Software Limited License**

- 3.1. Upon the acceptance of these ToU and subject to the continuing compliance with the ToU, iCOVER grants you a nonexclusive, nontransferable, non-assignable, revocable, limited license right to access and use the iCOVER Web interface in accordance and within the limits of these ToU and any additional guidelines provided by iCOVER.
- 3.2. In particular, any Authorized User may use the iCOVER Web interface for the purposes set out in the Service Agreement with iCOVER. This license is for the sole purpose of enabling the User to act following the terms of the Service Agreement signed with iCOVER, in the manner permitted by these ToU, by the applicable legislative acts, and by any additional terms or guidelines provided by iCOVER.
- 3.3. iCOVER may terminate this license at any time and for any reason.

### **4. Intellectual Property Rights**

- 4.1. The iCOVER Web interface contains materials that are owned in their entirety by iCOVER and are protected by copyright laws, international treaty provisions, trademarks, service marks, and any other applicable law.
- 4.2. iCOVER grants to the Customer and to its Authorized User a non-exclusive, non-transferable, non-assignable, revocable, limited license to access and use the iCOVER Web interface solely to obtain iCOVER’s Service, in accordance and within the limits of these ToU and any additional terms and guidelines that may be provided from time to time by iCOVER.

- 4.3. The Customer agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the iCOVER Web interface. The Customer acknowledges that the iCOVER Web interface contains original works that have been developed, compiled, prepared, revised, selected, and arranged by iCOVER through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes the valuable intellectual property of iCOVER. All present and future rights, in any jurisdiction, in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processed related thereto, including rights in and to all applications and registrations relating to the iCOVER Web interface shall at all times be and remain the sole and exclusive property of iCOVER.
- 4.4. The trademarks, logos, taglines, and service marks displayed on the iCOVER Web interface (collectively, the “Trademarks”) are registered and unregistered Trademarks of iCOVER. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate iCOVER’s sponsorship of or affiliation with any product, service, event, or organization without iCOVER’s prior express written permission. iCOVER acknowledges the Trademarks of other organizations for their respective products or services mentioned on the iCOVER Web interface. Any rights not expressly granted in these ToU are reserved by iCOVER.

## **5. Use of the iCOVER Web interface**

- 5.1. The Customer is committed to introducing accurate information in order for iCOVER to provide its Service. Any mistake will trigger the liability of the Customer solely.

- 5.2. The Customer shall not use or permit use of the iCOVER Web interface for any illegal purpose or in any manner inconsistent with the provisions of these ToU.
- 5.3. By using the iCOVER Web interface, including any of iCOVER's Services, the Customer specifically agrees not to engage in any activity or transmit any information that:
  - 5.3.1. Is illegal, or violates any applicable local or international law or regulation;
  - 5.3.2. Advocates illegal activity or discusses illegal activities with the intent to commit them;
  - 5.3.3. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
  - 5.3.4. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
  - 5.3.5. Interferes with any other party's use of the iCOVER Web interface;
  - 5.3.6. Attempts to impersonate another person or entity;
  - 5.3.7. Is commercial in a way that violates the Service Agreement;
  - 5.3.8. Falsely states, misrepresents, or conceals the Customer's affiliation with another person or entity;
  - 5.3.9. Accesses or uses the account of another user without permission;
  - 5.3.10. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
  - 5.3.11. Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the iCOVER Web interface, or the servers or networks connected to the iCOVER Web interface, or any of iCOVER's Service;
  - 5.3.12. "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
  - 5.3.13. Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;



- 5.3.14. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the iCOVER Web interface ;
  - 5.3.15. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on the use of the iCOVER Web interface;
  - 5.3.16. Uses automated or manual means to violate the restrictions in any robot exclusion headers on the iCOVER Web interface, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as “screen scraping,” “database scraping,” or any other activity to obtain lists of users or other information;
  - 5.3.17. Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any third party’s materials stored on the iCOVER Web interface;
  - 5.3.18. Uses the services for benchmarking, or to compile information for a product or service; or
  - 5.3.19. Attempts to do any of the foregoing.
- 5.4. The Customer shall not, and shall not permit others to, do the following with respect to iCOVER’s Service:
- 5.4.1. Use iCOVER’s Service or allow access to it in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics outlined in these ToU and the Service Agreement;
  - 5.4.2. License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of iCOVER’s Service, or iCOVER’s technical and functional documentation available for access by third parties; or
  - 5.4.3. Access or use iCOVER’s Service or documentation to develop or operate products or services intended to be offered to third parties in competition with iCOVER’s Service or allow access by a direct competitor of iCOVER.
- 5.5. The Customer agrees to take appropriate measures to protect its data in the iCOVER Web interface against any misuse and/or unauthorized access through any methods, including unauthorized access using User IDs or passwords. This includes implementing measures

such as ensuring the appropriate use of screensavers (15-minute timeout maximum), not writing down passwords anywhere, not sharing Authorized User ID or password with anyone else, and promptly notifying iCOVER if the Customer has any reason to believe their authentication credentials have been compromised. Such misuse or unauthorized access shall include any disclosure, release, viewing, or other unauthorized access to data stored in the iCOVER Web interface.

- 5.6. Within the iCOVER Web interface, the Main User of a Customer may create sub-users or remove sub-users without delay when access is not required anymore for such sub-users. iCOVER may deactivate inactive Authorized User's IDs passed 90 days of inactivity.
- 5.7. iCOVER constantly monitors the usage of User's IDs and passwords. All passwords are stored in an encrypted state to prevent unauthorized access. IDs and passwords and IP addresses may be changed or blocked from time to time by iCOVER to prevent unauthorized or suspicious access to services or misuse of its iCOVER Web interface. Based on the latter and when applicable, iCOVER reserves its right to deny login. If routine monitoring reveals a significant reason for a deeper analysis, iCOVER reserves the right to suspend the account and/or Authorized User's ID, and/or conduct a comprehensive audit of the situation immediately without any notification to User.
- 5.8. If the Authorized User becomes aware or has reason to believe that sensitive data has been disclosed to or accessed by an unauthorized third party, the Authorized User will immediately give notice of such event to iCOVER. Furthermore, the Authorized User shall follow iCOVER's recommendations on how to act and shall ensure compliance with applicable laws. User shall be responsible for any other legal obligations which may arise under applicable law in connection with such event of unauthorized access or disclosure of data.

## **6. Disclaimer of Warranties, Limitation of Liability, Indemnification**

- 6.1. THE iCOVER Web interface IS PROVIDED BY iCOVER ON AN « AS IS » AND « AS AVAILABLE » BASIS. iCOVER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE iCOVER Web interface, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS iCOVER Web interface. iCOVER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE USER EXPRESSLY AGREES THAT YOUR USE OF THIS iCOVER Web interface IS AT YOUR SOLE RISK.
- 6.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF ANY NOTICE OF SUCH DAMAGES.
- 6.3. iCOVER shall not indemnify the User from any loss, liability, and expense incurred by the User as a result of any claim, demand, or action against the User based on, related to, or arising out of the usage of the iCOVER Web interface by or on behalf of the User.

## **7. Remedies for Violations**

- 7.1. iCOVER reserves the right to seek all remedies available at law and in equity for violations of the ToUse, including but not limited to the right to block access to the iCOVER Web interface and any of its features.

## **8. Privacy**

- 8.1. The use of the iCOVER Web interface is subject to iCOVER's Privacy Policy which is accepted by the Authorized User on the first connexion and is accessible on the iCOVER Web interface at any time along with the ToU.

## **9. Enforceability**

- 9.1. If any provision of these ToU is determined to be void, illegal, or unenforceable, it will be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality, and enforceability and, as so adjusted, be deemed a provision of these ToU as if it were originally included in these ToU. In any event, the remaining provisions of these ToU will remain in full force and effect.
- 9.2. When User and iCOVER have entered into an express Service Agreement other than these ToU, all agreed clauses between the parties shall be interpreted in their interdependence and unanimity.

## **10. Waiver of Rights**

- 10.1. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act by any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

## **11. Governing Law and Jurisdiction**

- 11.1. The interpretation and construction of the ToU and all matters relating hereto shall be governed by the laws of France, exclusive of conflicts of laws principles.



11.2. Any dispute relating to or arising from the interpretation, performance, or termination of the ToU shall be subject to the exclusive jurisdiction of the courts of Paris.

**Effective date: 1 May 2023**