

- ACCEPTANCE OF TERMS AND CONDITIONS -

The following provisions constitute a contract establishing the General Conditions of Use of the PIA-RGPD platform services accessible via the <https://pia-rgpd.eu> website published by ATNOS (RCS 811 548 528).

Consequently, you may only access the services offered if you have previously accepted, without reservation, the present General Conditions of Use below.

TERMS AND CONDITIONS OF USE THE PIA-RGPD PLATFORM

- Effective June 24, 2022

Article 1. Definitions

For the purposes of these Terms and Conditions of Use (hereinafter the "Terms and Conditions" or "TCU"), the following terms, when used in capital letters, both singular and plural, shall have the following meanings:

- **Company** means ATNOS (RCS 811 548 528), publisher and owner of the Platform and the Website.
- **Site** or **Website** refers to the website published by ATNOS accessible at <https://pia-rgpd.eu> and providing access to the PIA-RGPD Platform.
- **PIA-RGPD Platform** or **Platform** means the computer system published and operated by ATNOS that is accessible online from an Internet browser at the address <https://pia-rgpd.eu> or any other address that may be substituted for it, enabling Users to access the Services offered by ATNOS.
- **Services** means all the services offered by ATNOS via the Website as well as all the functionalities/tools offered by ATNOS as part of the use of the PIA-RGPD Platform, including in particular the possibility for the User to access, use and configure the PIA-RGPD Platform according to the Formula subscribed to.
- **Formula** refers to the subscription taken out by the User for the use of the PIA-RGPD Platform among the various subscriptions offered by ATNOS on the Website.
- **User** means any natural person or legal entity acting in a professional capacity who has a Customer Area on the PIA-RGPD Platform and benefits from access to the subscribed Services.
- **Customer area**: administration interface with access reserved for Users who have subscribed to a Formula allowing them to use the Services offered by the PIA-RGPD Platform.
- **Identifiers and password** refers to all the information required to identify a User on the PIA-RGPD Platform to enable them to access their Customer Area and benefit from the Services.

- **Visitor** means any natural person or legal entity browsing the Website without being a Platform User and therefore having limited access to the Website.
- **Contract** means the set of documents binding ATNOS and the User setting out the terms and conditions of use of the Website and the PIA-RGPD Platform, their Content and the associated Services consisting of the present GTC, the Legal Notice and Privacy Policy available on the <https://pia-rgpd.eu> website.
- **Content** means the information, data, texts, software, graphics, photographs, animated images, videos, downloadable documents, simulators, interfaces or any other documents making up the Website and the PIA-RGPD Platform, accessible on the Website and the PIA-RGPD Platform, and which is what is likely to be put online by a User.
- **Data** refers to all computer files in a standardized, orderly format intended for electronic transmission, enabling automatic reading and processing by computer and likely to be presented in a human-readable form.
- **User Data** refers to the browsing data of Users accessing the Site and the PIA-RGPD Platform and the data that Users must provide to access the Services in order to allow them to be identified, as well as the data filled in and/or stored by the User as part of the use of the PIA-RGPD Platform.
- **A database is** a structured, organized set of data that can be stored and used (added to, updated, searched, classified).
- **Equipment(s)** refers to all technical installations, under the User's responsibility, enabling him/her to connect to the Internet and access the Site. Internet <https://pia-rgpd.eu> and to the PIA-RGPD Platform in order to benefit from the Services.

Article 2. Subject

The purpose of these General Conditions is to define and specify the terms and conditions under which ATNOS authorizes the User to access the PIA-RGPD Platform and the Services offered in order to benefit from the tools developed by ATNOS.

Access to the Services of the PIA-RGPD Platform is reserved for Users who have read these Terms and Conditions in their entirety and have expressly accepted them without reservation.

Article 3. Opposability

These Terms and Conditions apply to all use of the PIA-RGPD Platform and associated Services.

The fact that the User subscribes to the Services automatically implies that he/she has taken full and complete cognizance of the present General Conditions and of the stipulations contained in the "[Personal Data Charter](#)" and "[Legal Information](#)" sections, and will be deemed to have accepted them without reservation.

In addition, access to certain features of the PIA-RGPD Platform or certain Services may be restricted and/or their use subject to additional and/or specific conditions.

ATNOS is free to modify the present General Terms and Conditions at any time, in particular in order to take into account any legal, jurisprudential, editorial and/or technical evolution. The prevailing version is the one validated by the User at the time of his/her last connection to the Platform.

No special conditions may prevail over the General Conditions unless they have been expressly accepted by ATNOS beforehand.

Any condition imposed by the User that is contrary to the General Terms and Conditions will therefore be rejected in the absence of express acceptance by ATNOS, regardless of when it may have been brought to ATNOS's attention.

The fact that ATNOS does not invoke any of these General Terms of Use at a given time may not be interpreted as a waiver of the right to invoke any of these conditions at a later time.

Article 4. Publisher of the Website and the PIA-RGPD Platform

The Site <https://pia-rgpd.eu>, which presents to Visitors and Users the Services offered by ATNOS within the framework of the use of the PIA-RGPD Platform, is published by the Company ATNOS, a simplified joint stock company registered in the Carcassonne Trade and Companies Register under number RCS 811 548 528 and having its registered office at 35 place de Verdun - 11400 Castelnaudary, whose legal representative is Mr Bruno PERLES, in his capacity as Chairman.

Its Publishing Director is Mr Bruno PERLES, in his capacity as Chairman.

Article 5. Description of Services

The Services offered by ATNOS via the Site for the use of the PIA-RGPD Platform are intended to support data controllers in implementing the obligations of the RGPD.

The PIA-RGPD Platform is a support solution facilitating the conduct and formalization of Data Protection Impact Assessments (DPIAs) as required by the RGPD, to ensure the User's compliance with the RGPD.

The PIA-RGPD Platform is based on an ergonomic interface enabling Users to manage all their impact analyses simply. It clearly unrolls the CNIL impact analysis method, enabling the User to follow it step by step and to

every step of the way. Several visualization tools enable you to understand at a glance the risk status of the treatment under study.

The PIA-RGPD Platform includes the legal points that guarantee the lawfulness of processing¹, as well as measures to protect the rights of data subjects. It also has a contextual knowledge base that can be accessed at any time when the User is carrying out the analysis, and whose contents, based on the RGPD as well as the AIPD guides and the CNIL security guide, are adapted to the processing elements under study.

To facilitate the compliance process, Users can adapt the contents of the Platform to their specific needs or sector of activity, for example by creating an AIPD template that can be duplicated and used for processing operations of a similar nature.

ATNOS offers various Formulas for the use of the Platform, each of which offers additional and optional functionalities and is subject to its own pricing. The User may also subscribe to a Formula tailored to his/her needs upon request to ATNOS. These Formulas are described and listed in the table on the [Website](#) under the "Rates" tab.

Unless otherwise stipulated, any new feature that improves or augments one or more existing Services or any new Service offered by ATNOS on its Site shall be subject to these General Terms of Use.

ATNOS reserves the right to modify at any time and/or to supplement the Services offered on its Website for the use of the PIA-RGPD Platform.

It is formally reminded that the PIA-RGPD tool is a non-commercialized Open-Source software. ATNOS, within the framework of the Services described in the present GCU, only offers the hosting of the tool on a server, its maintenance, its security and other services, via the use of its PIA-RGPD Platform accessible online.

Article 6. Hypertext links

The Site and the PIA-RGPD Platform may contain links to other websites over which ATNOS has no control.

ATNOS is in no way responsible for the security of the content or the data protection policies or practices of other sites visited from the Site.

It is the User's responsibility to read the data protection policies of these other sites, in order to understand how they collect, use and share the User's Data.

¹ Please note that ATNOS's reference to "legal points guaranteeing the lawfulness of processing" is only an indicator and ATNOS is in no way a guarantor of the lawfulness of data processing carried out by Users of the Platform. The PIA-RGPD Platform and the associated Services are in no way a substitute for legal advice from a qualified counsel.

Article 7. Conditions of use of the PIA-RGPD Platform and Services

7.1 Limits of use

The right of access and use granted to the User is non-exclusive, personal and non-transferable, and limited to the sole duration of the contract.

The User declares and acknowledges having received from ATNOS all necessary information and advice relating to the PIA-RGPD Platform and the Services, in particular with regard to their terms, conditions and limits of operation.

The User undertakes to use the PIA-RGPD Platform and Services only for their intended purpose and not to misuse them.

The User is solely responsible for the Data it transfers and processes through the PIA-RGPD Platform and Services, in accordance with applicable regulations, as well as for the results produced from such Data, and their use.

7.2 Prerequisite checks

Prior to any access to the Services, Users must ensure that they have the necessary conditions defined below in order to access all the functionalities of the PIA-RGPD Platform and Services.

- 7.2.1 User conditions

Access to the Platform and Services is reserved for individuals or legal entities who have subscribed to one of the Formulas offered by ATNOS on the Website and who have log-in credentials to connect to their Customer Area.

The holder of a Customer Space undertakes to comply with the regulations in force and to ensure that the persons under his or her responsibility comply with them.

- 7.2.2 Technical conditions

In order to be able to access all the Services, Users must have a computer equipped and configured to connect to the Internet and compatible with the functionalities for using the PIA-RGPD Platform and the Services, broadband Internet access, software and a configuration allowing access to the Site and the Platform.

Equipment required to access and use the PIA-RGPD Platform is the sole responsibility of the User, as are electronic communication costs, in particular Internet access costs. It is the User's responsibility to obtain information on the cost of using said Equipment from the operators and/or suppliers concerned.

Consequently, the User shall bear all the consequences of any non-compliant configuration, parameterization or use of his Equipment.

ATNOS declines all responsibility in the event of non-compliance with the conditions, in particular those set out above.

Article 8. Availability of the PIA-RGPD Platform, Website and Services

ATNOS endeavors to provide permanent access to the Site, the PIA-RGPD Platform and the Services 24 hours a day, 7 days a week.

In general, ATNOS undertakes to provide access to the PIA-RGPD Platform hosted on its own servers for at least 98% of the time over one year, except in the event of force majeure or other event beyond the control of ATNOS.

However, access to the Site, to the PIA-RGPD Platform and to the Services may be suspended at any time and without notice, in particular due to breakdowns, failures or paralysis of the network, the system and/or the means of communication, as well as due to maintenance and correction operations made necessary by the updating and proper functioning of the Site.

ATNOS will inform the User, as far as possible, of the existence and duration of the suspension. ATNOS will endeavor to carry out maintenance operations at times when the Site and Services are least used by Users, except in the case of urgent corrective maintenance (notably security *upgrades*).

In the event of suspension of access to the Site, and consequently to the PIA-RGPD Platform and the Services, for a period of less than 24 consecutive hours, the User acknowledges and accepts that his Data may not be recorded during this period, without this being considered as a breach by ATNOS of its obligations under these General Terms and Conditions, nor opening the right to any compensation whatsoever to the benefit of Users.

In the event of suspension of Services for more than 24 hours, ATNOS will grant the User a discount corresponding to one subscription day per period of 24 consecutive hours of suspension of Services, to the exclusion of any other compensation. The corresponding credit will be credited to the User when the next invoice is issued.

The User agrees not to hinder access to the Site, the PIA-RGPD Platform and the Services and/or their proper functioning in any way that could damage, intercept or interfere with all or part of the Site and the Platform.

You are reminded that fraudulently accessing or remaining in a computer system, hindering or distorting the operation of such a system, or fraudulently introducing or modifying Data in a computer system constitute offences punishable by criminal penalties.

ATNOS takes reasonable precautions to ensure the physical protection of the Site and associated Services including the PIA-RGPD Platform.

However, ATNOS shall not be held liable for elements beyond its control and for any damage that may be caused to the User's technical environment and in particular his Equipment and any other material used to access or use the PIA-RGPD Platform, the Site and the Services in general.

Article 9. Platform maintenance and updates

As this is a computer application in "Full SaaS" mode installed on servers directly administered by ATNOS, the User will automatically benefit from corrective maintenance and any updates to the Platform, which will not, in principle, require any particular action on the part of the User.

Nevertheless, in order to maintain an optimal level of service, the Company may at any time ask the User to update his/her Equipment. Should the User fail to do so, he/she will be solely responsible for any resulting interruptions and/or damage to the Services.

On the other hand, and unless otherwise stipulated, access to Service upgrades will be subject to an amendment to enable the User to benefit from them.

Article 10. Registration procedure

10.1. Access conditions

In order to access all the Services offered for use of the PIA-RGPD Platform, the User must:

- Complete the online registration form with the following information: surname, first name, e-mail address, name of organization;
- Accept these Terms and Conditions of Use by checking a box before sending the registration form, or by electronically signing these Terms and Conditions of Use via DocuSign, or by handwritten signature if subscribing to services on a paper form;
- Click on the link contained in the confirmation e-mail sent to the e-mail address given at the time of registration;
- Choose one of the Formulas offered on the Site and make the corresponding payment where applicable.

The User undertakes to provide accurate and complete data that does not infringe the rights of third parties in any way whatsoever.

The User undertakes to inform ATNOS of any changes to the above information via his Customer Area.

10.2 Checking information and compatibility

ATNOS will carry out the necessary checks on the information communicated by the User via the registration form.

These checks are intended to ensure that the prerequisites are met and that the information collected on the form is complete.

ATNOS cannot be held responsible if the contact details and information provided at the time of contract subscription are inaccurate, incomplete or obsolete.

10.3 Validation and access to Services

Subject to compliance with the aforementioned conditions, validation of the Customer Area will be immediate after validation of registration by ATNOS and of payment for paid formulas, enabling the corresponding User to benefit immediately from the subscribed Services.

The User may modify his Identifiers at any time by going to his Customer Area in the "My account / My profile" tab.

10.4 Renewal and Unsubscription

The User can subscribe to different Formulas which can be :

- either monthly with no commitment (Free and Business formulas) or with a one-year commitment (Business plus formula),
- or annual with a one-year commitment (Business and Business plus annual formulas).

Subscription to a monthly Formula without commitment (free or paid) will be automatically renewed at the end of each period.

Users who have subscribed to a monthly subscription (free or paid) subject to no commitment may at any time request to unsubscribe by visiting the dedicated page in their Customer Area or by contacting ATNOS directly by e-mail or post.

The User may unsubscribe at any time, but only at the end of the contractual period for the provision of Services, i.e. on a monthly or annual basis depending on the Formula subscribed to by the User.

Users who have subscribed to an annual Formula may also unsubscribe early, but without any right to reimbursement of sums already paid in this case.

Article 11. Financial terms and conditions

11.1 Financial terms and conditions

ATNOS offers a range of pay-as-you-go packages that can be taken out either as a monthly package with tacit renewal, or as an annual subscription.

The financial terms and conditions of the various Formulas offered are detailed on the <https://pia-rgpd.eu> website under the "Rates" tab.

All prices are quoted in euros and exclude VAT (20%).

ATNOS reserves the right to modify or revise the prices proposed for subscriptions. The price change will take place on the anniversary date of the subscription, i.e. at the end of the current subscription month or year, with one month's notice. During the month following this notification, the User will have the option of cancelling the contract; should he fail to do so, the price change will apply on the date provided for the tacit renewal of the corresponding contract.

11.2 Terms of payment

Payments will be made in advance for each contractual period of provision of the Services, either monthly for the month to come or annually for the subscribed year.

Invoices for subscribed Services are available on the Customer Area, under the heading "Invoicing", and can be downloaded in PDF format.

The User shall pay the sums due either by credit card or by bank transfer via the [Paddle](#) platform from the Customer Area. In this respect, the User is invited to read the General Terms and Conditions of Use of this platform, available at the following address: <https://www.paddle.com/legal/terms>.

In the event of a change in billing information, the User agrees and undertakes to promptly update his/her Account and payment information, including e-mail address, method of payment and payment card expiry date where applicable.

11.3 Late payment

In the event of late payment, reminder e-mails will be sent to the User notifying him of a period of 14 days after which, failing regularization, the contract will be terminated under the conditions set out in Article 19.

Any late or non-payment by the User will result in the automatic suspension of his Customer Area and all related Services, within 14 days of the payment due date.

Article 12. Protection of personal data

12.1 Collection of Personal Data

12.1.1 Collection of the User's Personal Data by ATNOS

When Users register, access and use the Services, ATNOS and its technical partners may collect various Personal Data.

ATNOS is responsible for processing Personal Data collected from Users.

Each User has access only to his or her own Data and may under no circumstances consult or obtain the Data of another User. ATNOS undertakes to ensure a perfect seal between the Data of different Users.

This Data is necessary to enable Users to access and use the Services.

It is intended solely for ATNOS and its technical service providers. It will not be reused by ATNOS, nor communicated to third parties, unless required or authorized by law and/or subject to the prior and express consent of the Users.

À In this respect, the User declares that he/she has read and accepts without reservation the following sections

"[Legal Notice](#)" and "[Privacy Policy](#)" accessible on the Website, which form an integral part of these Terms and Conditions of Use.

12.1.2 Collection and processing of Personal Data by the User

The User is solely responsible for the personal information communicated to him and that he may collect and process as part of his activity and that he may enter in the PIA-RGPD Platform and as part of the use of the Services offered by ATNOS.

The User is then responsible for processing the Data collected by him from third parties.

The User will be responsible for ensuring that its personal data processing complies with applicable law and more specifically with Regulation No. 2016/679, known as the General Data Protection Regulation (GDPR), which came into force on May 25, 2018.

This Data is not processed by ATNOS and may not be used or reused by ATNOS or communicated to third parties, unless required or authorized by law and/or subject to the prior and express consent of the persons concerned.

ATNOS may only have access to this Data within the framework of the Platform's panified maintenance, access to which is only reserved for specially authorized persons. ATNOS does not collect or process such Data.

12.2 Right of access and rectification of Personal Data

12.2.1 User data

The User may freely modify his personal information at any time via his Customer Area.

12.2.2 Third-party data collected by the User

In accordance with Act no. 78-17 of January 6, 1978 as amended and Regulation no. 2016/679, known as the General Data Protection Regulation (RGPD), third parties whose Personal Data may be collected and processed by a User have a right to access, modify, rectify and delete the Data concerning them.

Consequently, the User undertakes to allow and organize the exercise of these rights in compliance with applicable legislation.

ATNOS shall not be held liable, in particular with respect to Users and more generally to third parties, for any prior or subsequent control of the quality and/or the authorized or unauthorized nature of the person who collects, obtains, discloses and transmits information to ATNOS, in particular personal information, in any capacity whatsoever and on any basis whatsoever, nor for the use or non-use, exploitation or non-exploitation that may be made by the User or by a third party of the information transmitted.

Article 13. Characteristics and limits of the Internet network

As the PIA-RGPD Platform is connected to the Internet, the User accepts the characteristics and limits of the Internet and, in particular, acknowledges :

- Have knowledge of the nature of the Internet network and, in particular, its technical performance and response times for consulting and using the Services offered,
- Data circulating on the Internet are not necessarily protected, particularly against possible misappropriation,
- The communication by the User to third parties of any information deemed confidential is at the User's own risk,
- That it is the User's responsibility to take all appropriate measures to protect its Data from contamination by viruses, if any, on the Internet,
- Data and/or information circulating on the Internet may be regulated in terms of use or be protected by property rights.

Article 14. Warranty and liability of ATNOS

ATNOS guarantees that the Website and the Services offered for the use of the PIA-RGPD Platform are accessible and can be used under the conditions defined in these GCU. This warranty is exclusive of all other warranties, in particular warranties of result.

The User acknowledges and accepts that the PIA-RGPD Platform and the Services offered are particularly complex in terms of computer technology and that, particularly in the context of the shared use of their functionalities, it is materially impossible to carry out tests or experiments covering all possible uses.

ATNOS guarantees that daily backups are carried out via a private network enabling the physical storage of Data at two different locations in order to guarantee their security in the event of the physical destruction of one of the clean rooms used.

ATNOS is responsible for the proper performance of its contractual obligations.

In any event, ATNOS may only be held liable for facts that are proven, legally founded and exclusively attributable to ATNOS.

ATNOS cannot be held responsible for the failure of impact analyses launched by Users following their own settings.

Furthermore, ATNOS is in no way a guarantor of the lawfulness of data processing carried out by Users of the Platform. The PIA-RGPD Platform and the associated Services are in no way a substitute for legal advice from a qualified counsel.

In particular, ATNOS may not be held liable for :

- Non-compliance or improper performance by the User of any of the contractual provisions of these General Terms and Conditions;
- Difficulties or delays in accessing the Site, the Platform and the Services, and in particular temporary or permanent interruption of access to the Platform and the Services due to total or partial non-compliance with an obligation, failure and/or saturation at certain times of telecommunications network operators and/or Internet access providers, and/or Site hosts and/or providers of technical solutions used by the Site and the PIA-RGPD Platform;
- The content of the information transmitted and processed, and the failure to update this information;
- Errors in handling and/or interpretation;
- Virus contamination of Users' Data and/or software, which Users are responsible for protecting;
- Damage to or misuse of the User's computers and equipment required to use the PIA-RGPD Platform, which is the sole responsibility of the User;
- Possible misappropriation of any information of a sensitive nature for the User, and more generally of his/her Data;
- The compatibility of access to the PIA-RGPD Platform and the Services with the equipment ;
- The possible loss and/or destruction of Data and/or information, despite the reasonable security measures put in place by ATNOS;
- Direct or indirect damages that do not result directly and exclusively from a breach established against ATNOS, including, but not limited to, consequential damages, loss of Data or information or other similar loss or any actions by third parties.

In the event that ATNOS is held liable, the total amount of compensation that ATNOS may be required to pay will correspond solely to the direct, personal and certain loss and, in any event, will be limited to the amount of the sums actually paid by the User over the last six (6) months.

Article 15. Obligations and liability of the User

The User undertakes to respect, and to ensure that the persons under his/her responsibility respect, the characteristics and limits set by ATNOS and its technical partners regarding the use of the PIA-RGPD Platform and the Services, and more generally all the provisions of these General Terms and Conditions.

The User guarantees ATNOS against any damage of any nature whatsoever, any claim or legal action from third parties, relating to the User's use of the PIA-RGPD Platform and Services. In this respect, the User undertakes to indemnify ATNOS against any condemnation of any nature, as well as indemnities, damages and legal fees and costs resulting from its use of the PIA-RGPD Platform.

and the Services and, more generally, any contractual commitments that it may enter into with third parties after consulting the Website and/or using the Services.

The User undertakes to use the PIA-RGPD Platform and Services only in accordance with à their destination. He/she undertakes not to misuse the PIA-RGPD Platform and the Services made available to him/her.

The User is solely responsible for the Data it collects, transfers and processes through the PIA-RGPD Platform and Services, in accordance with applicable regulations, as well as for the results produced from such Data, and for their use.

Article 16. Assistance

ATNOS makes various means of information and advice available to the User, in particular by means of contextual online help available on the Platform and/or accessible via the Website.

À In this respect, the User undertakes to consult these means of information prior to any request for assistance.

The User may contact ATNOS at any time by e-mail using the contact form provided on the Website or by e-mail at the support e-mail address provided to the User.

An online chat allowing the User to communicate directly with technical support is also available on the Site.

These requests will be processed as quickly as possible.

Article 17. Intellectual property rights

17.1 The PIA-RGPD platform and the Website

ATNOS declares that it holds all intellectual property rights to the Website, the Platform and the Services offered therein.

All elements relating to the operation of the Platform and Services (in particular software, source codes, applications, graphics, trademarks, logos, photographs, animations, etc.) remain the exclusive property of ATNOS. The User shall acquire no rights to these elements other than those expressly granted to him/her under the terms of these General Terms and Conditions.

In particular, the User is prohibited from modifying, copying, reproducing, downloading, broadcasting, extracting, transmitting, commercially exploiting and/or distributing in any way whatsoever the pages of the Site, the Platform, the Services offered, or the computer codes of the elements making up the Site and the Platform.

The rights of use granted to the User are strictly limited to accessing, displaying, printing, reproducing on any medium and using the results of the Services, under the conditions defined below. Any other use by the User is prohibited without the express authorization of ATNOS.

The User is formally prohibited from analyzing, viewing or modifying the configuration of the Site and Platform, as well as their structure and the files constituting them, or attempting to do so, as well as copying, translating, modifying, correcting, improving, adapting, decompiling by reverse engineering, or creating derivative works from the Site and Platform.

The User also refrains from unlocking the protection codes of the software or Databases of the Site and Platform or from decrypting the access keys, when such software or Databases are equipped with an access or protection system.

With regard to third-party websites and content to which the User may be referred, it is the User's responsibility to familiarize himself/herself with the legal conditions applicable to such third-party sites and content.

17.2 Databases

In general and outside the normal scope of use described above, any extraction and/or reproduction of a qualitatively or quantitatively substantial part of the information distributed on the Platform as well as of the results displayed on the Platform is strictly prohibited.

However, the extraction and reproduction of impact analyses carried out via the Platform on paper or in electronic form is authorized for internal use only, for the User's own needs only, and on condition that the source is clearly and precisely mentioned.

The User also refrains from unlocking software or Database protection codes or decrypting access keys, when such software or Databases are equipped with an access or protection system.

The User undertakes not to harm, directly or indirectly, the interests of ATNOS, whether moral or proprietary. The User undertakes not to make the Services accessible via the Platform and their documentation available to third parties, directly or indirectly, in any capacity, in any form or for any reason whatsoever, except as provided below:

- When using the Services, the User is only authorized to extract and reproduce the results displayed via the Platform following an impact analysis, on paper or in electronic form, for internal use only and for the User's own requirements, and on condition that the source is clearly and accurately acknowledged.
- When the User uses the Services on behalf of a third party beneficiary: the results of impact analyses carried out by the User on behalf of a third party beneficiary are reserved exclusively for the third party beneficiary designated when the impact analysis was carried out on the Platform. The User undertakes not to pass on to a third party beneficiary any Data obtained in the course of carrying out an analysis on behalf of another third party beneficiary.

Article 18. Evidence agreement

Documents in electronic form exchanged between the parties will have evidential value, provided that the person from whom they emanate can be duly identified.

Computerized records stored in ATNOS' computer systems will be kept under reasonable security conditions and considered as proof of access and use of the Site and Services.

ATNOS will be able to prevail itself like proof of any act, programs, Data, files, recordings, operations or other elements of nature or under format or support data-processing or electronic, established, received or preserved directly or indirectly by ATNOS.

Article 19. Contract term - Suspension and termination

19.1 Contract term, renewal and early termination

Contracts concluded in application of these General Terms and Conditions are for a fixed term.

In the case of a monthly subscription with no commitment, although the User is not subject to any long-term commitment, the subscription will be automatically renewed at the end of each period. When the period expires, the User will be informed of the automatic renewal of the contract unless he/she unsubscribes before the end of the period.

In the case of an annual or monthly Formula with a one-year commitment, the User is committed to an irrevocable contractual period of 12 months. When the subscription expires, the User will be invited to subscribe to a new Formula.

The User must notify ATNOS of his intention to cancel the contract either via his Customer Area, or by contacting ATNOS directly by e-mail at contact@pia-rgpd.eu.

Cancellation or deregistration may take place at any time, but will **only be effective at the end of the contractual period for the provision of Services**, either monthly or annually depending on the Formula subscribed to by the User.

19.2 Immediate suspension

ATNOS may restrict, limit or suspend, ipso jure and without formalities, all or part of the Services in the event of any breach by the User of the contractual provisions.

ATNOS may make the reinstatement of Services conditional upon the effective implementation of appropriate measures intended to guarantee any risk of perpetuation or reiteration of the breaches at the origin of the suspension.

19.3 Termination for fault

In the event of non-payment or breach of contract by the User after suspension of access to the Services, ATNOS will proceed to

without formalities to terminate the contract after a formal notice sent by electronic means and/or registered letter with acknowledgement of receipt has remained without effect for fifteen (15) days.

Upon termination, ATNOS will deactivate access to the Customer Area and all Services attached to this Account.

19.4 Consequences of termination

In the event of termination of the subscription contract by either party and for any reason whatsoever, the sums paid by the User for the entire current contractual period will remain the property of ATNOS without this giving rise to any obligation to reimburse the User or any compensation whatsoever.

À Upon termination, the User's Data will no longer be accessible to the User and will be automatically anonymized at the end of a period of twelve (12) months following the termination date. Subscribing a new access to the Services during this period will enable the User to access his Data again.

Article 20. Force majeure

Initially, cases of force majeure will suspend performance of the Contract.

If the force majeure continues for more than two (2) months, the Contract will be automatically terminated.

In addition to those normally accepted by the jurisprudence of French courts and tribunals, the following are expressly considered to be cases of force majeure or fortuitous events: total or partial strikes, whether internal or external to the company, lock-outs, bad weather, epidemics, blockages of telecommunication means, breakdowns of telecommunication lines and external attacks against computer systems, blockages of means of transport or supply for any reason whatsoever, inter-state and civil wars, acts of terrorism, earthquakes, fires, storms, floods, water damage, power supply failures, administrative constraints and governmental or legal restrictions, legal or regulatory changes which prove to be unforeseeable and independent of either party, which cannot be prevented by reasonable technical and organizational measures and which make it impossible to perform the Services.

Article 21. Entire Agreement

The Contract, comprising all the contractual documents, expresses all the obligations of the parties in relation to its subject matter.

The fact that one of the parties tolerates a situation does not have the effect of granting the other party acquired rights; such tolerance cannot be interpreted as a waiver of the right to assert the rights in question at a later date.

If one or more of the provisions herein should be held invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other provisions shall retain all their force and scope.

Article 22. Applicable law

These General Terms of Use and the Services they govern are governed by French law. This applies to both substantive and formal rules, regardless of where the Site is accessed and the PIA-RGPD Platform and associated Services are used.

Article 23. Disputes

In the event of any dispute arising out of or in connection with these General Terms and Conditions and the Services they govern, whether concerning their interpretation or their performance, and possibly after an attempt has been made to find an amicable solution between the parties, exclusive jurisdiction is granted to the competent courts within the jurisdiction of the Toulouse Court of Appeal, notwithstanding plurality of defendants or appeals on grounds of cause or warranty, including for emergency proceedings or protective measures, by petition or in summary proceedings, and enforcement measures.