

1 Parts, scope and modification of the general conditions

1.1 The company, LocalQi, offers the products described on www.localqi.com and enters into a contract with the customer for one or more products ("contract"). The Customer and LocalQi are hereinafter referred to individually as a "Party" and collectively as the "Parties" to this Agreement.

1.2 These General Conditions ("CG") form an integral part of the contract concluded between the parties. The Registration Conditions apply in addition to products which are based on a customer registration on LocalQi platforms or its directories. The customer can consult the respectively current versions of the T&Cs and the Registration Conditions under www.localqi.com or order a copy from LocalQi. Each time a product is used, new services ordered or an invoice paid, the customer confirms having read the T&Cs and the Registration Conditions in force and having accepted them.

1.3 The general conditions of the customer do not apply, even if the customer refers to them (e.g. in order confirmations). 1.4 In the event of a contradiction between the individual elements of the contract, the following order of priority shall be applied: (i) contract, (ii) T&Cs, (iii) Registration conditions, (iv) product descriptions.

1.5 LocalQi has the right to modify the T&Cs and the Registration Conditions at any time. The changes are first communicated to the customer in good time by an appropriate means (e.g. in an information letter, by e-mail, on the invoice or in the LocalQi customer area). If the changes result in significant additional obligations for the customer or the limitation of his rights, he is entitled to terminate the contract early with effect from the date on which the changes come into force. If the customer fails to carry out this termination, the modifications are deemed accepted.

2 Definitions

- "Content": all information and data published on the respective product which relate to the commercial activity and offer of a customer and enable the promotion thereof, e.g. information on the customer's website (company name, address, contact details, opening hours), photographs, images, texts, graphics, logos, sound recordings, videos, advertising content as well as other data (attributes, search terms, keywords). Content may originate from the customer, LocalQi or third parties (including links to or integration of third party content, e.g. via links or iFrames).
- "Activation date": the date a product is put online, activated or published.
- "Publisher guidelines": the provisions, regulations and instructions of the publishers in their most recent version (e.g. advertising guidelines, publication regulations, product and service descriptions, conditions of use, general conditions).
- "Documentation": descriptions or brochures of products and other information documents relating to the commercial activity of LocalQi, in electronic, physical or any other form.
- "Product duration, duration": the period running from the activation date during which the customer can use a product.
- "Publisher": the operator of a publisher platform or other online service (e.g. instant messaging service).
- "End of contract": the date on which the term of a product expires or a termination takes effect.
- "Service partners": related companies and other third parties used by LocalQi to provide services.
- "Platforms": the LocalQi platforms and the publishers' platforms.
- "Publisher Platforms": online platforms or other online services operated and/or made available provided by publishers, e.g. search engines, company portals, business directories, digital maps, navigation systems, marketplaces, booking, comparison and social media platforms.
- "LocalQi Platforms": online platforms operated and/or made available by LocalQi (e.g. localqi.com)
- "Product Portfolio": all products offered by LocalQi at a defined time.
- "Services": the services or service characteristics included in the products according to the contract and the most recent product descriptions appearing on localqi.com.
- "Product": a product according to LocalQi's current product portfolio listed under localqi.com.
- "Publication": publication in printed or online form of content on platforms, in directories or on websites.

3 Conclusion of the contract, duration of the product, termination, data at the end of the contract

3.1 The contract comes into force at the time of acceptance by the customer of an offer or contract proposed by LocalQi.

The customer's acceptance can be given, depending on the product, by telephone or by e-mail, by signing an offer on paper, electronic signature or a contract on the LocalQi sales screen, signing a contract in paper format, by an online order or by conclusive act (e.g. payment of the invoice, use of the product, order of services). The activation date, product duration and termination deadlines may be set differently in the contract depending on the product.

3.2 After examining the data indicated by the customer in the contract, LocalQi is entitled, without giving reasons or compensation, to withdraw from the contract within 30 days of its conclusion.

3.3 In the absence of contractual regulations, (i) the duration of the product begins to run on the date of activation and in the case of subsequent contracts, at the time of expiry of the initial duration and (ii) the duration of the product is for one year and is automatically renewed "tacit renewal" from year to year, to the extent that the product is not canceled by the customer or by LocalQi subject to a cancellation period of 30 days before the expiration of the duration of the product. In accordance with article L. 442-6, 5° C. of the Commercial Code, the customer may terminate the contract at any time after a minimum period of twelve months from the conclusion of the contract, subject to three months' notice. The customer cannot withdraw from the contract under article L. 442-6, I, 2° of the Commercial Code.

3.6 Termination by the customer is only valid if notified by post or via the LocalQi contact form (<https://localqi.com/contact>) 30 days before the contract expiry date. Termination by LocalQi may be notified by post or by e-mail (section 16.2).

3.7 Termination does not release the customer from his obligation to pay remuneration until the end of the contract. The same principle applies when the customer communicates to LocalQi before the end of the contract that he wishes to renounce products or services.

3.8 The possible cessation or sale of its activities by the customer does not under any circumstances authorize it to terminate products early. In this case, the customer owes the agreed remuneration until the end of the contract and LocalQi invoices it immediately to the customer by means of a final invoice.

3.9 After the end of the contract, the customer can no longer access the product and the contents included therein, nor, where applicable, the data of end customers according to clause 15.5. The customer must take care of the timely export of the contents (insofar as they belong to him according to Section 10.3) and the data of the end customers before the end of the contract by means of an export function which exists in the product (if applicable) or record them by any other means in its system and keep them for continued use. After the end of the contract, the contents and data of LocalQi end customers, subject to paragraph 15.6.11, are deleted. LocalQi has no obligations in relation to export by Customer.

4 LocalQi Services

4.1 LocalQi provides its services diligently and applies generally recognized standards to do so.

4.2 LocalQi is authorized to mandate service partners to provide its services.

4.3 Fixed terms must be designated as such in the contract. Other deadlines and terms are only approximate guidelines which LocalQi endeavors to comply with using commercially reasonable measures. In particular, LocalQi has the right to adjust the activation date and the editorial and publication closing dates.

4.4 The place of performance is the headquarters of LocalQi or the service partner.

4.5 LocalQi is not required to verify the content provided by the customer or integrated into the product or to verify whether it owns the rights to this content. LocalQi may, however, ask the customer to prove their status as holder. Likewise, LocalQi may refuse, modify or delete content at any time without notice if it violates number 12 or there are other objective reasons to do so. In this case, the customer has no right to a reduction or reimbursement of the remuneration.

4.6 LocalQi carries out maintenance work on LocalQi products and platforms where possible (i) outside of business hours (working days, 09:00 – 16:00) and (ii) by notifying the customer in advance.

4.7 LocalQi may depend on the cooperation of the customer for the provision of its services in accordance with the contract (e.g. provision or verification of content, activation measures according to section 5.5 or receipt of a product). The customer's obligations are described in the contract or product descriptions or communicated to the customer by any other appropriate means (e.g. by e-mail). If there is a customer area, LocalQi may ask the customer to fulfill their obligations through the customer area. The customer undertakes to fulfill these obligations in due time, in full and correctly. If the customer violates its obligations, LocalQi assumes no responsibility for non-performance, incomplete, non-compliant with the contract or late execution of its services. In such a case, the customer must reimburse LocalQi for all costs incurred and is not entitled to a reduction or reimbursement of remuneration.

4.8 If the customer violates the contract, LocalQi is entitled to block access to the products as well as to the customer area and to suspend its services. Furthermore, LocalQi has the right to block or suspend products and services for reasons of safety or linked to their operation until the danger is eliminated. The client has no right to a reduction or reimbursement of remuneration for this period.

4.9 For certain products, the customer has the possibility to integrate external services into a product or to refer to such services via a link (e.g. card services, payment systems or customer reviews published on online platforms). Certain products may additionally be used through an application, where the customer must download the application from an application store operated by a third party. In this case, the customer is obliged to conclude corresponding contracts with external services or app store operators. The general conditions or terms of use and data protection declarations of external services or app store operators apply.

4.10 For certain products, LocalQi may provide the customer with document templates (e.g. data protection declarations, general conditions or conditions of use). The customer is responsible for adapting the models to his commercial activity and respecting the applicable law in this context. LocalQi does not offer legal advice; a revision by LocalQi of the models adapted by the customer is excluded. Any warranty and liability of LocalQi in relation to the document templates is excluded.

4.11 LocalQi may offer the customer to obtain hardware from it (e.g. purchase or rental). When making a purchase, the hardware remains the property of LocalQi or the supplier until full payment has been made.

5 Additional provisions relating to products with publication of content on the platforms

5.1 The customer accepts that LocalQi publishes the content included in the product concerned on other LocalQi platforms in addition to the LocalQi platforms included in the product concerned.

5.2 The customer accepts that the content included in the product concerned will be automatically transmitted to the publishers included in the product concerned and published on their platforms. The customer acknowledges that LocalQi does not have the right to give instructions to publishers and that it cannot control the publication of content on publisher platforms. Consequently, the customer acknowledges that (i) LocalQi or the service partners cannot guarantee that the publishers publish the transmitted content on their publisher platforms nor that the publication of the content by the publishers is carried out in full, immediately and correctly, (ii) the publishers may modify the form of the content, place it elsewhere, reject it or delete it at any time in order to comply with the publishers' directives and (iii) the publishers may refuse to provide their services, in order to comply with the publishers' directives, editors' guidelines. The publishers' data protection guidelines and declarations apply.

5.3 The customer grants LocalQi, its service partners as well as publishers all rights to use, process, transmit and publish the content necessary for the provision of the services. Furthermore, Customer acknowledges and agrees that LocalQi or its service partners also grant other processing and usage rights to Publishers, including the non-exclusive, assignable, unlimited, irrevocable, free and worldwide right (i) combine the contents, modify them and/or supplement them with other data; (ii) use the content for internal purposes; (iii) to record the content in a database belonging to the publisher; (iv) sell, distribute, disseminate and/or promote products including the content; (v) create derivative works from the Content; and (vi) to make the content available to the publisher's customers so that they can use it. If the client or LocalQi were to delete, add or modify content themselves, the content previously transmitted to the publishers would not be affected. Customer acknowledges and agrees that LocalQi or Service Partners will notify Publishers of such changes, but cannot guarantee and are not required to (i) ensure the modification or removal of such content from the Products, Systems or Devices which are under the control of the publishers, their clients or third parties, (ii) to ensure that this content is not modified or used by the publishers, their clients or third parties.

5.4 The customer acknowledges that the content published on the LocalQi platforms and the publisher platforms, depending on the product concerned, is public and accessible to all and that third parties can distribute this content without LocalQi or the publishers being able to control this diffusion. Content deleted from LocalQi platforms may remain visible on publisher platforms and other platforms controlled by third parties even after the end of the contract, over which LocalQi has no influence. The customer expressly consents to this.

5.5 The customer acknowledges that certain publisher platforms require the opening of a user account or profile, a link with an existing user account or profile, the granting of temporary administrator rights in favor of "LocalQi" or other activation measures. The customer consents to this and, in this case, grants LocalQi in particular the right to open a user account / profile with the publisher or to create a link with an existing user account / profile of the customer. At the end of the contract, LocalQi transfers to the client the rights to such user account / profile which belong to the holder (insofar as the client has not already requested the transfer before), assigns all administrator rights and removes links with an existing account/profile.

6 Additional provisions for certain products

6.1 Tools (e.g. MyBUSI, MyPLANNER, MyPRESENCE products)

6.1.1 A "tool" is a product through which LocalQi makes available to the customer, by means of online access, a customer management system, reservation system or another system which it can use for commercial purposes within the framework of its activity. LocalQi grants the

customer, for the duration of the product, a personal, non-exclusive and non-transferable right to use the tool in accordance with applicable law and the purpose of the tool. This also includes the customer's right to integrate available Call-to-Action Buttons (e.g. reservation button) into their website (depending on the tool in question). If the product description provides for the possibility of integration of Call-to-Action Buttons which exist on certain publisher platforms, the publisher guidelines and the data protection declarations of these publishers apply. The right to use the tool is limited to the client, including its branches and dependent establishments. The customer is not authorized to allow third parties to use the tool or make it available to third parties (including related companies of the customer).

6.1.2 The customer is responsible for the Internet connection necessary to use the tool. Unless otherwise stipulated in the product description, the customer is also responsible for the configuration of the tool, including individual settings and data entry, as well as the integration of the Call-to-Action Buttons on his website. . The same principle applies to the integration of its general conditions, its booking conditions and its data protection declaration in the tool.

6.1.3 The customer is responsible for the administration, management and protection of its contents and data, including the data of its end customers in accordance with clause 15.5, which appear in the tool. The customer is required to regularly carry out exports for security purposes and backup copies of its contents and data.

6.1.4 The customer is responsible for complying with legal requirements regarding accounting and retention of commercial documents.

6.1.5 Customer may not (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, (ii) copy, distribute, rent or lease, modify or draw derivative works from the software which is the basis of the tool.

6.2.1 LocalQi registers the domain name of the customer's website with its partner for the registration of domain names ("Domain Name Registrar"), the customer being registered as holder and LocalQi as contact for technical questions and billing. If the customer already has a registered domain name, he must make the necessary elements available to LocalQi, within the time limit set by the latter, so that the domain name can be transferred by LocalQi to the Domain Name Registrar. Upon expiration of this period, LocalQi registers a domain name for the customer at its sole discretion.

6.2.2 It is the customer's responsibility to make available to LocalQi the conditions of use and the data protection declaration that apply to its website, so that LocalQi can integrate them.

6.2.3 The customer must communicate to LocalQi, within the deadline set by the latter, whether the domain name must be transferred at the end of the contract so that the customer can continue to use it independently and, where applicable, to which Domain Name Registrar. When this period expires, LocalQi deletes the domain name registration. The transfer of the domain name may result in additional fees that the customer must pay to finalize the transfer.

6.2.4 If the customer transfers the domain name to another Domain Name Registrar during the term of the product or if he deletes the indication of LocalQi as contact person for technical questions, such that LocalQi can no longer provide its services, this has no influence on the remuneration owed by the client.

6.2.5 The customer's right to use the website is limited to the duration of the product. A transfer of the website to the customer at the end of the contract is excluded. This clause also applies to the platforms offered by LocalQi LocalQi to the customer.

6.3.5 The customer is required to transfer his existing domain name, necessary for the creation of the website, e-commerce site or messaging, to LocalQi. In the event of non-transfer, the contract remains in force and payment remains due. A default domain name will then be assigned to the project."

7 Customer area

7.1 LocalQi can provide the customer with access to a customer area. Customer registration in the corresponding customer area may be necessary for the use of certain products. The functionalities and form of the customer area may be modified or suspended at any time by LocalQi.

7.2 LocalQi defines the way in which access to the customer area is protected. It is not required to verify user identity data and may consider any access obtained through accurate login data to be authorized access. The customer is obliged to treat his connection data confidentially and to protect it against misuse. If the customer notices or suspects misuse of his connection data, he must immediately inform LocalQi.

7.3 LocalQi can allow the customer to connect to the customer area through an Identity Provider. The terms of use and data protection declaration of the Identity Provider apply.

8 Remuneration, invoicing

8.1 The price that the customer must pay for the product is net. The value added tax prescribed by law is charged additionally. In the absence of contractual regulations, remuneration is invoiced once a year, the first time on the activation date. If the customer violates the obligations under section 4.7, LocalQi is entitled to immediately invoice the remuneration. This also applies in particular in the event that LocalQi cannot upload, activate or publish the product or cannot do so in a timely manner due to the customer's breach of its obligations.

8.2 If an advertising budget has been agreed, this is distributed as evenly as possible over the duration of the product. If there is still a balance available at the end of the product duration, it is extended until the advertising budget is exhausted. The same principle applies when it has been agreed that a specific performance must be achieved. In this case, the customer has no right to a reduction or reimbursement of the remuneration.

8.3 LocalQi is entitled (i) to require advance payments or prepayment from the customer, (ii) to collect the remuneration by having it invoiced by a collection or payment service provider, or through other partners, (iii) to assign its receivables to a third party (for recovery purposes or as part of a factoring contract).

8.4 The customer undertakes to pay the invoice amount without deduction no later than the due date indicated on the invoice. If no due date is indicated, invoices must be paid within 30 days of their issue date. In the absence of opposition from the customer within the payment deadline, the invoice is deemed accepted.

8.5 In the absence of payment within the payment deadline according to clause 8.4, the customer falls into default without a reminder being necessary. In this case, he owes the default interest provided for by law.

To partially cover the costs incurred, the customer must also pay a reminder fee of 40 euros. for the first reminder and 40 euros.- for the second reminder. If the debt is assigned for recovery purposes, the cost of the assignment may be borne by the customer up to 75 euros.

8.6 LocalQi is also authorized to deactivate or suspend its services if the customer has not paid the amount due within the deadline set in the first reminder, until receipt of the full amounts in their favor. The rights that LocalQi benefits from under the law remain reserved.

8.7 The customer may only assert a claim against LocalQi to compensate for the remuneration due if said claim is recognized by LocalQi or established by a judgment which has entered into force.

8.8 LocalQi requires a means of payment by SEPA mandate for any monthly or annual "recurring", quarterly or half-yearly subscription. The customer undertakes to provide a bank identity statement to set up his subscription and its activation, bank cards are not accepted for the activation or reactivation of product subscriptions if the customer has not provided the new statement bank or authorized the latter with his bank. The customer undertakes to provide a new RIB (bank identity statement) if it has changed. If payments by SEPA are rejected after two formal notices, LocalQi is entitled to require a new RIB (bank identity statement in the name of the customer's company) failing receipt, LocalQi is entitled to terminate the contract and request

payment of the entire remaining contract payment. Bank cards may be required for payment of regularizations with LocalQi "LocalQi" or its partners.

9 Removal and adaptation of products and remuneration

9.1 LocalQi is entitled to adapt its product portfolio and delete products. LocalQi notifies the customer of the deletion of a product by an appropriate means (e.g. in an information letter, by e-mail or on the invoice) no later than thirty days in advance. In such a case, the client owes the remuneration pro rata until the date of deletion and LocalQi reimburses the client the portion of the overpaid remuneration.

9.2 LocalQi has the right to adapt the products and product descriptions at any time. It may in particular carry out (i) design modifications, (ii) adaptations to technical requirements and developments, (iii) the modification, replacement and deletion of functionalities and services, (iv) modifications in relation to content to be published, (v) changes to the selection of publishers and platforms, (vi) adaptations based on changes to publisher guidelines. If LocalQi makes a significant adaptation of a product to the detriment of the customer, LocalQi informs the customer in advance in good time of these adaptations (e.g. in an information letter, by e-mail or on the invoice). In this case, the customer has the right to terminate the product early with effect from the date the adaptations come into force. If the customer fails to carry out this termination, the adaptations are deemed accepted. In the case of contracts with automatic extension, if LocalQi announces such adaptations at the latest 60 days before the start of the extension, the customer may terminate the product by respecting a notice period of 30 days with effect from the start date of the extension. extension.

9.3 If LocalQi changes the remuneration due for a product in such a way that the total amount owed by a customer increases, clause 9.2 applies mutatis mutandis.

10 Intellectual Property

10.1 LocalQi owns all proprietary and intellectual property rights (e.g. copyright and trademark rights) in the software underlying the Products, the documentation, the LocalQi platforms and the content that LocalQi creates, processes or makes available to the customer ("LocalQi IP"). LocalQi may also make third party content (e.g. photographs) available to the customer ("Third Party IP"). LocalQi IP and Third Party IP are together referred to as the "IP".

10.2 LocalQi grants the customer, for the duration of the product, a personal, non-exclusive and non-transferable right to use the IP in accordance with the contract. The client is not authorized to use the IP for any other purpose. If the customer has to comply with more extensive third-party regulations for third-party IP, these will be communicated to the customer by an appropriate means. After the end of the contract, the customer is no longer entitled to use the IP. It is the customer's responsibility to conclude, if necessary, corresponding usage agreements relating to third-party IP with third parties.

10.3 With the exception of information relating to the Customer's site, all content that the Customer makes available to LocalQi belongs to the Customer ("Customer IP"). The client grants LocalQi (i) all rights to use the client's IP that LocalQi needs for the provision of its services (e.g. the right to reproduce, retain, adapt, translate, put online, publish and transfer the contents); (ii) the right to use the customer's IP during and beyond the term of the product for its own purposes to the extent that the contents in question are not protected by intellectual property rights. The rights granted to publishers under section 5.3 remain reserved.

10.4 The intellectual property rights of service partners, publishers and third parties remain reserved.

11 LocalQi warranty

11.1 If reception is planned for a product before it is put online or published, the customer must announce the defects within the deadline set by LocalQi. Failing this, the product is deemed accepted and will be posted online or published by LocalQi. If no prior receipt is planned, the customer must check the product immediately after the activation date and notify LocalQi of defects in writing and in detail within five working days. Otherwise, the product is deemed accepted. Hidden defects and those that arise during the life of the product must be announced to LocalQi as soon as they are discovered. LocalQi has the choice of eliminating the defects or offering a replacement service.

11.2 LocalQi strives to ensure a high degree of availability of products, LocalQi platforms and the customer area and the elimination of technical disturbances within a reasonable time. LocalQi cannot, however, guarantee operation without interruption or disturbance. Product descriptions may provide for specific Service Levels.

11.3 Unless otherwise stipulated in the product description or in the contract (i) the warranty period for defects in the material (hardware) is twelve months from receipt of the material by the customer, (ii) the customer must check the material immediately upon receipt and notify LocalQi of any defects in writing and in detail within five working days. Otherwise, the material is deemed accepted. Hidden defects and those that occur during the warranty period must be announced to LocalQi as soon as they are discovered. LocalQi has the option of repairing or replacing defective equipment. Alternatively, LocalQi may assign its warranty claims against the manufacturer/supplier to the customer. The customer is responsible for making backup copies of data and programs recorded on the equipment before returning it. The warranty period does not start again after the elimination of defects. The exchange of equipment is excluded.

11.4 The guarantee according to figures 11.1 to 11.3 is excluded for defects not attributable to LocalQi (e.g. improper handling and interventions by the customer or third parties). Any further claims of the customer based on the guarantee (e.g. cancellation of the contract, price reduction and damages) are excluded. Hardware providers and service partners do not provide any warranty to the customer.

11.5 Any guarantee of LocalQi in relation to service partners, publishers, publisher platforms, application store operators, external services (section 4.9) and other third parties is excluded. In particular, LocalQi cannot guarantee the availability of the publisher platforms, the resolution of technical faults and other problems related to the publisher platforms.

12 Customer Guarantee

12.1 The customer guarantees:

- that it complies with applicable law (e.g. prohibition of unfair competition, trademark law, copyright law, personality rights and data protection), e.g. when sending newsletters or advertising emails through a LocalQi/LocalQi product;
- that the contents do not violate legal requirements or third party rights (e.g. company names, trademarks, copyrights);
- that the contents are always current and correct, that they comply with the current advertising guidelines of LocalQi/LocalQi available on their website as well as the publishers' guidelines and that they are not racist, discriminatory, that they do not violate the personality, do not incite violence and that they are not defamatory, offensive or give rise to any harassment;
- that he is the holder of all necessary rights to the contents (including the domain names which are to be transferred to LocalQi) and can dispose of them without restriction, or that the holder of these rights has granted him the rights to necessary use;
- that it has an unlimited right to grant the rights provided for in these T&Cs (e.g. those provided for in section 5.3) to LocalQi/LocalQi, service partners and publishers;
- that he has all the necessary authorizations.

12.2 If LocalQi is sought due to a breach of warranty by the customer, the customer releases LocalQi from all claims and fully indemnifies it. This obligation applies beyond the duration of the contractual relationship for an unlimited period. LocalQi informs the customer within a reasonable time of any claim raised.

13 Liability

13.1 LocalQI's liability is excluded to the extent permitted by law, in particular liability for reflex and consequential damages (including loss of use and lost profit), loss of data, force majeure, strikes, technical malfunctions which fall within the area of responsibility of third parties, hacker attacks and Denial-of-Service attacks. To the extent that the liability of LocalQI and the LocalQI brand is engaged, it is in all cases limited to the amount of the proven damage, but at most to 20% of the annual remuneration that the customer must pay for the product concerned.

13.2 LocalQI's liability for the acts and omissions of service partners, publishers, app store operators and external services (clause 4.9) and other third parties (e.g. unauthorized copies of content published on platforms) is excluded. Any direct liability of the service partners towards the customer is excluded.

13.3 The customer is liable to LocalQI for any damage and releases it from any liability for claims related to the use of the products by the customer that third parties assert against LocalQI.

14 Ratings

14.1 The corresponding regulations in the Registration Conditions apply.

14.2 Certain Products allow Customer to interact with third parties through Publisher Platforms. In this case, the customer is responsible for deleting the ratings and comments appearing on the publisher's platforms or having them deleted by the publisher.

15 Data protection

15.1 The data protection declaration of LocalQI, in its most current version, is applicable and available under www.localqi.com.

15.2 LocalQI may send the customer information about other of its products or services (e.g. in the form of a newsletter or by post). If the customer no longer wishes communications of this nature from LocalQI, he or she can indicate this at any time by mail or through the LocalQI contact form (<https://www.localqi.com/contact/>).

15.3 The customer is obliged to comply with applicable data protection law when processing personal data in connection with the contract and transmitting it to LocalQI. The customer must in particular ensure that the personal data transmitted to LocalQI have been collected lawfully and that he is authorized to transmit this personal data to LocalQI. The customer is required to fulfill all its information obligations with regard to the persons concerned and, if necessary, to obtain their consent to the transmission of the aforementioned data to LocalQI and to their processing in accordance with the contract by LocalQI and the publishers. In the event of a violation of this clause 15.3, the customer fully indemnifies LocalQI for any damage and claims of third parties in connection with the processing of personal data by LocalQI in accordance with the contract.

15.4 For the purposes of the execution of the contract, LocalQI and its service partners may transmit personal data (in particular personal data included in the content) to publishers. The publishers themselves are required to comply with applicable data protection law and they themselves are responsible to the customer for the data processing they carry out. The customer acknowledges that LocalQI cannot control the processing of this personal data by publishers.

15.5 End Customer Data. (i) data collected by the customer in a tool within the meaning of section 6.1 concerning its (potential) customers, hosts and users ("end customers") (e.g. name, address, contact details, other characteristics), (ii) data relating to end customers made available to LocalQI by the customer for the purpose of importing into the tool (e.g. export of data from systems of the customer), (iii) data relating to end customers generated in the tool (e.g. booking requests, appointments, chat contents) (collectively, "end customer data") belongs to the customer. LocalQI treats end customer data confidentially; transmissions to third parties planned as part of the execution of the contract remain reserved as well as the processing of requests from authorities. LocalQI is authorized to use end customer data (including after termination of the contractual relationship) in anonymized form for the purposes of fault analysis, development of software functionalities or benchmarking.

15.6 Processing of data on mandate. If the customer provides LocalQI with personal data that it processes as a subcontractor within the meaning of the applicable data protection law, the customer is solely responsible for the processing within the meaning of the legislation relating to data protection.

data protection with regard to LocalQI and the end customer, where applicable. The following principles apply in addition to the other provisions of this paragraph 15:

15.6.1 In order to provide the services agreed in the contract, LocalQI processes for the entire duration of the contract the personal data that the client has transmitted to it, and stores and processes this personal data on its systems or those of subcontractors subsequent purposes for the aforementioned purpose on behalf of the client.

15.6.2 Subject to mandatory legal provisions, LocalQI only processes personal data for the execution of the contract, and only for the purposes indicated by the customer and in accordance with the documented instructions transmitted by the customer. The customer's instructions are primarily based on the contract and how the customer uses LocalQI's services.

15.6.3 LocalQI informs the customer without delay if, in its opinion, an instruction for the processing of personal data transmitted by him is likely to violate the applicable data protection law.

15.6.4 To the extent that persons authorized to process personal data are not subject to an appropriate legal obligation of secrecy, LocalQI ensures that they undertake to respect the confidentiality of this data.

15.6.5 LocalQI implements appropriate technical and organizational measures to protect personal data that meet the requirements of applicable data protection law.

15.6.6 Where possible, LocalQI adopts appropriate technical and organizational measures to help the customer fulfill the obligation to inform the data subject imposed on it by applicable data protection law; it also answers the customer's questions relating to the rights of the data subject.

15.6.7 As far as possible, LocalQI assists the customer in the execution of other obligations imposed on it by the applicable data protection law (e.g. in relation to the reporting of a violation of the data protection or carrying out a data protection impact assessment) and LocalQI immediately informs the customer of any data protection breach falling within its sphere of responsibility.

15.6.8 LocalQI is authorized to entrust the processing of personal data to service partners (the "sub-processors"), in particular for the purposes of operation, development and maintenance of the IT infrastructure used by LocalQI in with a view to providing its services. The client consents to such outsourcing. An updated list of sub-processors used by LocalQI can be consulted in the customer area or under www.localqi.com. LocalQI informs the customer by an appropriate means of changes to the list (e.g. in the customer area). The customer is deemed to accept the modification if he does not object to it within 15 days (or within a shorter period set in the event of an emergency by LocalQI). If the customer objects to the notified modification within the deadline, LocalQI may choose either to forgo implementing said modification or to terminate the contract concluded with the customer with immediate effect.

15.6.9 LocalQI provides the customer with all information that the customer may reasonably need to adequately document compliance by LocalQI with the requirements contained in this clause 15.6. Where this is imperatively necessary under applicable data protection law and the information made available by LocalQI is not sufficient on its own, LocalQI allows the customer to carry out an inspection at its own expense to the extent absolutely necessary for the purpose. legal point of view. The inspection must be carried out by the customer himself or by a reviewer mandated by him, who must be subject to an obligation of confidentiality and approved by LocalQI. Such inspections must not, however, compromise the smooth running of the operations of LocalQI or the subcontractors concerned. These inspections must be carried out after prior consultation and during usual office hours; they must in no way harm the protection of confidential information or personal data of other LocalQI customers or third parties.

15.6.10 To the extent that it has previously notified the customer, LocalQI is entitled to invoice the customer for the costs and expenses relating to the services provided for in figures 15.6.6, 15.6.7 and 15.6.9.

15.6.11 To the extent that LocalQI is not legally required to retain the personal data that it has processed as a subcontractor for the client, it deletes them either at the client's request or at the latest at the end of the contract. If such deletion is only possible with disproportionate effort (e.g. in backups), LocalQI is entitled to block access to customer data rather than delete it. If LocalQI retains such personal data beyond the end of the contract, it will continue in this context to comply with the provisions of this section 15.6.

16 Final provisions

16.1 Changes to the contract and amendments are only valid if they have been concluded in writing or – in the case of electronic communication with the customer – when they have been confirmed by e-mail by LocalQI.

16.2 Communications from LocalQI to the customer are notified, at its discretion, through the customer area or to the postal or electronic address indicated by the customer. Changes to the customer's address, e-mail address and internal contacts must be communicated to LocalQI in advance and in good time.

16.3 LocalQI is entitled to transfer one or more rights and obligations arising from the contract, or even the entire contractual relationship, to a third party. A transfer to third parties by the customer is excluded. LocalQI must notify the client of the contract transfer by email of the new management by a new agency or a third party of the contract, and must ensure continuity of services for the client.

16.4 If a provision of the contract (including its integral parts) should prove invalid, the validity of the other provisions will not be affected.

16.5 The contract is subject to French law. The forum is at the headquarters of "LocalQI". LocalQI is also authorized to take action against the customer before the latter's ordinary forum. Mandatory forums are reserved.

These general conditions are applicable to new customers from February 18, 2024.

LocalQI, February 2024.