General Terms of Service

General Terms of Service – 2026 version, applicable to orders placed from the date of their publication online and to existing contracts from 1 December 2026. Online version: www.haisoft.co.uk/cdv

Translation

This document is a translation provided for information only. Only the French version is legally binding. To the French version.

Preamble

These General Terms of Service apply to all services provided by the company HAISOFT SARL, with share capital of 250,000 euros, registered with the Orléans Trade and Companies Register (RCS) under number 451475651, with its registered office at 7 rue Vieille Levée, 45100 Orléans, France, SIRET 451475651 00035, intra-community VAT number FR57 451475651, reachable by telephone on +33 9 74 07 80 78 and by e-mail at haisoft@haisoft.net (reporting of abuse: abuse@haisoft.net), hereinafter referred to as the PROVIDER. SG Autorépondeur (sg-autorepondeur.com) and MailJump (mailjump.fr) are trade names of HAISOFT SARL.

They apply to the customer using the PROVIDER’s services, hereinafter referred to as the CUSTOMER. Certain clauses contain provisions specific to Consumers and Non-professionals, as defined in article 1; in the event of a conflict, these specific provisions prevail for such customers.

These terms apply to any order placed from the date of their publication online and, for existing contracts, from 1 December 2026.

Article 1 - Definitions

For the purposes hereof, the following terms have the meanings set out below:

CUSTOMER: any natural or legal person subscribing to one or more Services from the PROVIDER.

Business customer: a CUSTOMER acting for purposes falling within the scope of its commercial, industrial, craft, professional or agricultural activity.

Consumer: a natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft, professional or agricultural activity.

Non-professional: a legal person that does not act for professional purposes, in particular an association. An association that subscribes to a Service for the needs of an economic activity that it carries on, in particular where it invoices services or employs staff, acts for professional purposes and is treated as a Business customer. Other associations are Non-professionals. A Non-professional benefits from the protection against unfair terms provided for by the Code de la consommation (French Consumer Code), but not from the right of withdrawal or from consumer mediation, unless the law provides otherwise.

Services: all services offered by the PROVIDER under the HaiSoft brand, in particular website and e-mail hosting, managed virtual and dedicated servers, backup, SSL certificates, CDN, protection solutions, managed IT services and IT estate maintenance, resale of software licences, the e-mailing service sold under the SG Autorépondeur and MailJump brands, telephony, fibre-optic

internet access, collaborative solutions, domain name registration, and the sale or provision of hardware.

Customer Area: an online interface accessible at client.haisoft.fr enabling the CUSTOMER to manage its Services, invoices and Tickets.

Ticket: a written, time-stamped and traceable request created by the CUSTOMER from the Customer Area.

Quote: a commercial proposal issued by the PROVIDER and accepted by the CUSTOMER, specifying the Services, their characteristics and their price.

SLA: the service level commitment document published on the “SLA” page of the PROVIDER’s website, applicable depending on the Service subscribed.

Article 2 - Purpose of the contract

This contract binds the CUSTOMER and the PROVIDER for all Services, as defined in article 1, subscribed to by the CUSTOMER from the PROVIDER under the HaiSoft trade name or under the SG Autorépondeur and MailJump brands.

These general terms are supplemented by the information shown on the sales proposal or the Quote signed by the CUSTOMER at the time of subscription or, failing that, by the presentation of the Service on the PROVIDER’s website, as well as by the special conditions set out in articles 19 to 24 for the Services concerned, by the SLA, by the Acceptable Use Policy and by the Data Processing Agreement (DPA).

The contract between HaiSoft and the CUSTOMER consists, in decreasing order of priority, of: any special conditions that have been signed (signed Quote), the Data Processing Agreement (DPA) as regards personal data, the special conditions set out in articles 19 to 24, the SLA, these general terms, the Acceptable Use Policy and the description of the offer subscribed as it appears on the website on the date of the order, subject to provisions more favourable to Consumers and Non-professionals.

Article 3 - Order and acceptance of the general terms

3.1. Online order. The CUSTOMER selects the Services, checks the summary of its order and may correct any errors before confirming it. Confirmation requires express acceptance of these general terms, by ticking a box and then clicking a button bearing the words “Order with obligation to pay” or an equivalent unambiguous wording. The PROVIDER confirms the order by e-mail, attaching or linking these general terms on a durable medium.

3.2. Order on Quote. Signature of the Quote by the CUSTOMER constitutes acceptance of these general terms, attached to the Quote or accessible via a link that appears in it.

3.3. Information for Consumers. Before any order, the PROVIDER provides the Consumer, in a legible and comprehensible manner, with the essential characteristics of the Service, its price including all taxes, the duration of the contract and its minimum commitment period, the conditions for termination, the existence and terms of the right of withdrawal, the legal guarantees and the contact details of the consumer mediator set out in article 29.

3.4. The PROVIDER reserves the right to refuse an order from a CUSTOMER with whom there is a dispute relating to payment of a previous order.

Article 4 - Obligations of the PROVIDER

The PROVIDER undertakes to use the means necessary to ensure the permanence, continuity and quality of the services it offers.

The PROVIDER undertakes to use the means necessary to ensure the security and confidentiality of the data exchanged between the CUSTOMER's computer and its servers by means of SSL certificates.

The PROVIDER nevertheless reserves the right to suspend access to the servers exceptionally and briefly, in particular to carry out maintenance or improvement work, with a view to ensuring the proper operation of the servers and the provision of services that comply with the technical specifications defined on the website or on the Quote at the time of subscription. Except in an emergency, in particular a security emergency, scheduled interventions are announced to the CUSTOMER at least 48 hours in advance by e-mail or in the Customer Area, and are preferably carried out outside working hours.

The technical specifications set out on the website or on the Quote at the time of subscription may be modified in line with developments in the network, transfer protocols and, more generally, technology, provided that such developments may not reduce the essential characteristics of the Service subscribed nor increase its price during the current period. For Consumers and Non-professionals, any modification that is unfavourable to them is the subject of at least one month's prior notice and entitles them to terminate the contract free of charge. The PROVIDER undertakes to give the CUSTOMER the reasonable benefit of technical developments.

The PROVIDER undertakes to operate the Service provided to the CUSTOMER under the conditions defined in the SLA, which forms an annex hereto depending on the Service subscribed.

The PROVIDER undertakes to communicate to the CUSTOMER, in particular by sending e-mails, the information necessary to meet the needs expressed by the CUSTOMER, provided that they fall within the contractual scope.

The PROVIDER makes technical support available to the CUSTOMER by telephone and via a Ticket system. The CUSTOMER can reach support by telephone from Monday to Friday, from 10:00 to 12:00 and from 14:00 to 17:00 (French time). Outside these hours, support is provided for CUSTOMERS who have subscribed to an offer providing for it, under the conditions of that offer. The CUSTOMER may, at any time, create a Ticket by logging in to the Customer Area on the website www.haisoft.fr. Response and intervention times are specified in the SLA and in the special conditions of the Service subscribed.

Depending on the services subscribed, the PROVIDER carries out any technical procedure relating to the domain names, IP addresses and telephone numbers used by the CUSTOMER and subscribed to from the PROVIDER, in order to ensure their proper operation in accordance with the CUSTOMER's reasonable requests. The PROVIDER undertakes to keep the CUSTOMER informed of the progress of the formalities to be completed.

Article 5 - Limitations of liability - Warranty

5.1. The PROVIDER cannot be held liable for the unsuitability of the services it provides for the particular objectives that the CUSTOMER envisages or pursues, provided that, before any decision by the CUSTOMER, the PROVIDER has given it clear information about the service it intended to provide.

5.2. The CUSTOMER indemnifies the PROVIDER against any claim against it relating to the CUSTOMER's activities or to the content found on the CUSTOMER's sites or connections, to the extent that such claim results from a breach by the CUSTOMER of its obligations or from content for which it is responsible. Consequently, the CUSTOMER undertakes to compensate the PROVIDER, if the latter is held liable in an amicable complaint or in legal proceedings, for the costs incurred in connection with such claims (principal, interest and lawyers' fees in particular).

5.3. Furthermore, owing to the characteristics and limits of the internet, which the CUSTOMER declares it knows perfectly well, the PROVIDER cannot be held liable, except in the event of a breach on its part of its own obligations, for, in particular:

- difficulties in accessing the hosted website due to saturation of networks external to the PROVIDER's infrastructure at certain times;
- virus contamination of the CUSTOMER's data and/or software, the protection of which is the CUSTOMER's responsibility, unless the CUSTOMER has subscribed to a protection Service from the PROVIDER covering this risk, in which case the commitments of that Service apply;
- malicious intrusions by third parties on the CUSTOMER's site, despite the reasonable security measures put in place;
- damage that may be suffered by equipment connected to the PROVIDER's servers, such equipment being under the full responsibility of the persons connected and in particular of the CUSTOMER when connecting in FTP, SFTP or any other protocol mode;
- any misappropriation of passwords, confidential codes and, more generally, of any information that is sensitive for the CUSTOMER, where this is not attributable to a breach by the PROVIDER.

5.4. The CUSTOMER is solely responsible for the content of websites, the use of the services and anything that may result from them.

5.5. Neither party shall be held liable to the other for non-performance or delay in performance of an obligation arising under this contract that is due to a case of force majeure within the meaning of article 1218 of the Code civil (French Civil Code). If the impediment lasts more than thirty (30) days, each party may terminate the Service concerned without compensation, by Ticket or registered letter.

5.6. Liability cap (Business customers). For Business customers, the PROVIDER's liability, for all causes combined, is limited to direct and foreseeable damage and capped at the amount, excluding VAT, actually paid by the CUSTOMER for the Service concerned during the twelve (12) months preceding the event giving rise to liability. Indirect damage is excluded, in particular loss of turnover, profits, customers or reputation. Any penalties provided for in the SLA count towards this cap. The cap does not apply in the event of gross negligence or wilful misconduct, nor in the event of personal injury.

5.7. Consumers and Non-professionals. The limitations and exclusions provided for in this article do not apply to Consumers and Non-professionals where they would have the effect of removing or reducing their right to compensation in the event of a breach by the PROVIDER of any of its obligations.

Article 6 - Hosted content - Reporting and moderation

6.1. Hosting provider status. For hosting Services, the PROVIDER acts as a hosting service provider within the meaning of Regulation (EU) 2022/2065 on digital services (DSA) and of Law no. 2004-575 of 21 June 2004 on confidence in the digital economy. It is not subject to any

general obligation to monitor the content stored. Its liability cannot be incurred on account of such content if it did not actually know of its unlawful nature or if, as soon as it became aware of it, it acted promptly to remove it or to disable access to it.

6.2. Point of contact. The authorities of the Member States, the European Commission and users of the Services may contact the PROVIDER at abuse@haisoft.net, in French or English.

6.3. Reporting of unlawful content. Any person may report content that they consider unlawful to the address indicated in article 6.2. The report specifies the reasons why the content is considered unlawful, its exact electronic address (URL), the name and e-mail address of its author, except in the cases provided for by law, and a statement of good faith. The PROVIDER acknowledges receipt of the report, processes it diligently and informs its author of the decision taken.

6.4. Measures and information to the CUSTOMER. In the event of manifestly unlawful content or of a breach of article 7, the PROVIDER may remove or block the content concerned, or suspend all or part of the Service. It informs the CUSTOMER at the latest when the measure takes effect, stating the facts relied on, the legal or contractual basis for the decision and the means of challenging it, unless prohibited by an authority. The CUSTOMER may challenge the decision by Ticket; it is re-examined by a person other than its author. Decisions are taken by the PROVIDER's staff, without recourse to automated moderation tools.

6.5. Reporting to the authorities and retention. The PROVIDER informs the competent authorities of any suspicion of a criminal offence threatening the life or safety of persons. It retains the data enabling the identification of persons who contributed to the creation of the hosted content, under the conditions and for the periods set by regulations.

Article 7 - Obligations of the CUSTOMER

7.1. The CUSTOMER must provide the PROVIDER with all the information necessary for the performance of its services. It must ensure that the contact details provided are complete and accurate. When registering domain names, the CUSTOMER acknowledges that it has checked the registration conditions and has ensured that the holder is entitled to the domain name.

7.2. Use of the services provided by the PROVIDER must comply with all applicable laws and regulations, including, without limitation, laws and regulations concerning intellectual property, the protection of personal data, the protection of minors, cross-border data flows and public freedoms, as defined in France and in the European Union, in particular by the GDPR.

7.3. The CUSTOMER must, as a website publisher, display on its website the mandatory legal notices as defined by French law. These provisions may vary depending on the type of website and the type of person (natural or legal) managing the website. The CUSTOMER may ask the PROVIDER for advice as to which provisions may concern its website.

7.4. The CUSTOMER must pay the price of the services provided by the PROVIDER, as well as the price of any complementary or additional service that it may require during performance of this contract, in accordance with the terms of this contract and its annexes.

7.5. It is for the CUSTOMER to take all appropriate measures to protect the integrity, availability and confidentiality of its own data, subject to the commitments made by the PROVIDER under the backup, security or managed IT Services subscribed.

7.6. Where the Service subscribed does not include managed IT services for the systems concerned, the CUSTOMER undertakes to carry out regularly the necessary updates on its computers and on its websites, so that security updates are carried out at least monthly. Where the Service includes managed IT services (managed servers, maintenance packages), updates to the operating system and base software installed by the PROVIDER are carried out by the PROVIDER under the conditions of the Service; updates to applications, CMS, extensions and content installed by the CUSTOMER remain the CUSTOMER's responsibility, unless the Quote provides otherwise. The CUSTOMER may ask the PROVIDER to carry out these updates, and the PROVIDER may supply this service on Quote.

7.7. The CUSTOMER has a duty to protect the persons in its care against any harm that might result from visiting sites that may be contrary to public order or morality. The CUSTOMER and the end user undertake to ensure that any use of the services provided by the PROVIDER by a minor is placed under their supervision.

7.8. The CUSTOMER undertakes not to use the services for the purposes of piracy, intrusion into computer systems or "hacking", nor for any other act that is civilly or criminally reprehensible and/or likely to cause damage to others.

7.9. The CUSTOMER shall not use the e-mail and hosting Services to send unsolicited electronic communications. The CUSTOMER shall comply at all times with the HaiSoft Acceptable Use Policy. It keeps its login credentials confidential and informs the PROVIDER without delay, by Ticket, of any loss or compromise of them.

Article 8 - Protection of personal data

8.1. CUSTOMER data. The PROVIDER is the controller of the processing of personal data necessary for the management of the commercial relationship (account, orders, invoicing, support). This processing is described in the privacy policy of the haisoft.fr website.

8.2. Processing on behalf of the CUSTOMER. For the personal data that the CUSTOMER hosts, stores or has processed by means of the Services, the CUSTOMER is the controller and the PROVIDER acts as processor within the meaning of article 28 of Regulation (EU) 2016/679 (GDPR), under the conditions of the Data Processing Agreement (DPA), which forms part of the contract and prevails over these terms as regards personal data. The processing concerns the data that the CUSTOMER chooses to entrust, for the duration of the contract and for the sole purpose of providing the Services. Accordingly, the PROVIDER undertakes to:

1. process the data only on the CUSTOMER's documented instructions, consisting of these terms, the Quote and Tickets, and inform the CUSTOMER if an instruction appears to it to be contrary to regulations;
2. ensure that the persons authorised to process the data are bound by a confidentiality obligation;
3. implement the technical and organisational security measures provided for in article 32 of the GDPR, described on the "Our data centres" page and in the SLA;
4. engage a sub-processor only after having informed the CUSTOMER, who may object on legitimate grounds, and impose the same obligations on that sub-processor; as at the date hereof, the PROVIDER does not use any sub-processor; should it come to do so, the list would be kept available to the CUSTOMER;
5. assist the CUSTOMER, as far as possible, in responding to requests to exercise data subjects' rights and in complying with its security, notification and impact assessment obligations;

6. notify the CUSTOMER of any personal data breach without undue delay and at the latest 48 hours after becoming aware of it;
7. at the end of the contract, return or delete the data at the CUSTOMER’s choice, under the conditions of article 12;
8. make available to the CUSTOMER the information necessary to demonstrate compliance with these obligations and allow audits to be carried out, at most once a year, with thirty (30) days’ notice and at the CUSTOMER’s expense.

8.3. Location. The data is hosted in data centres located exclusively in France. No transfer outside the European Economic Area is carried out without the safeguards provided for by the GDPR.

8.4. The CUSTOMER warrants the lawfulness of the processing it carries out by means of the Services, in particular the provision of information to data subjects and the existence of a legal basis.

Article 9 - Ownership

The CUSTOMER retains ownership of the items appearing on its website, such as texts, sounds, images and video sequences, in whatever format, as well as the software, applications, utilities and databases that it has itself created or for which it holds the rights.

The PROVIDER retains ownership of the hardware sold to the CUSTOMER until full payment of the sums corresponding to the sale of the hardware in question. Hardware supplied by the PROVIDER without being sold remains the property of the PROVIDER; the CUSTOMER undertakes to return it to the PROVIDER, at its own expense, within fifteen (15) days following the end of the service contract for which it was supplied.

Article 10 - Confidentiality

The parties undertake to treat as confidential, for the duration of this contract and after its expiry, the terms of the agreement and all commercial, financial, technical or other information obtained in the course of its performance.

The parties are particularly prohibited from communicating any confidential information, as defined above, to third parties other than their staff.

As regards their staff, the parties undertake to obtain confidentiality agreements, relating to the confidential information defined above, from those members of staff who have or may have knowledge of it in the course of their duties or by any other means.

Article 11 - Early termination - Suspension of services

If the CUSTOMER fails to comply with any of the obligations set out in article 7, through its own fault or negligence or that of its employees, agents, suppliers or subcontractors, the PROVIDER may terminate this contract fifteen (15) days after a formal notice to put an end to the breach has remained without effect, sent by e-mail or by registered letter with acknowledgement of receipt.

The PROVIDER may also, if it considers that the breaches are not serious enough to justify early termination of the contract, suspend the hosting service and/or any ancillary service until the CUSTOMER has remedied or put an end to the breach found. Suspension is preceded by notice to

the CUSTOMER by e-mail, except in an emergency justifying immediate suspension (breach of infrastructure security, ongoing attack, manifestly unlawful content). It ends as soon as the breach has ceased.

In the event of non-payment of an invoice by its due date, the PROVIDER may, after a reminder that has remained without effect for eight (8) days, suspend the Services concerned until full payment. The PROVIDER cannot be held liable for the consequences of a suspension or termination carried out in accordance with this article.

Article 12 - Backup - Reversibility

The CUSTOMER must regularly make a copy of the data (files, databases, etc.) held on the PROVIDER's servers so as to be able to reuse it in the event of a failure or at the end of the contract.

The PROVIDER cannot be held liable for the absence of a backup and its consequences, in particular in the event of lasting unavailability of the service making it impossible to put the data back online after service is restored, where the CUSTOMER has not subscribed to a backup Service covering the data concerned. Where such a Service is subscribed, the PROVIDER is required to make the backups and to restore them under the conditions of frequency, retention period and restoration time described in the presentation of the Service, the Quote or the SLA.

In the case of hosting services, the PROVIDER carries out, depending on the service subscribed, certain types of backups. However, these backups do not relieve the CUSTOMER of the need to hold a regularly updated copy of its data in order to establish, under its sole responsibility, a Business Continuity Plan and a Disaster Recovery Plan in the event of a disaster occurring on the PROVIDER's side or on the CUSTOMER's side.

Reversibility. At the end of the contract, for whatever reason, the CUSTOMER has sixty (60) days to recover its data using the tools made available to it or, on Quote, with the PROVIDER's assistance. The PROVIDER informs the CUSTOMER by e-mail before this period expires. The data is then permanently deleted, including from backups at the end of their retention cycle.

Article 13 - Exchange of electronic messages - Availability of invoices

The parties or their representatives may, for the purposes of this contract, communicate with each other by electronic means, in particular via the internet.

In such a case, the parties must implement security procedures and technical measures guaranteeing the integrity and availability of the systems, as well as the integrity, availability and confidentiality of the data transmitted, in particular over the internet.

The PROVIDER makes available a Ticket system guaranteeing the security of exchanges as well as the time-stamping of messages enabling the exchanges to be authenticated. All exchanges concerning the services provided by the PROVIDER (including commercial, financial and technical matters, or matters concerning termination or renewal of the services) must use this system, available via a link on the PROVIDER's website. By way of exception, the Consumer may terminate their contract using the online termination function provided for in article 16.4, and any CUSTOMER may send a formal notice or a complaint by registered letter with acknowledgement of receipt to the PROVIDER's registered office.

The PROVIDER makes the invoices corresponding to the services provided available to the CUSTOMER, in electronic form, in the Customer Area, and sends them to the CUSTOMER by e-

mail when they are made available. The CUSTOMER may print the invoices itself as it requires. For Business customers subject to VAT and established in France, invoices are issued and transmitted in electronic form through an approved platform, in accordance with the statutory timetable for the generalisation of electronic invoicing; the CUSTOMER provides the PROVIDER with its SIREN number and the necessary invoicing information. Invoices intended for public bodies are submitted on Chorus Pro.

Article 14 - Mutual independence

The parties remain independent professionals and are bound only by and under the conditions of this contract.

The provisions of this contract may in no way be interpreted as creating any partnership between the parties, nor any agency, nor any subordination, nor any joint liability.

Article 15 - Financial terms

15.1. Price of the services

Prices are fixed and depend on the plan and the Service chosen. They are those shown on the website or on the Quote at the time of subscription.

Prices may vary depending on various parameters, including, but not limited to, currency exchange rates and licence prices set by the publishers of the software used. They may be modified by the PROVIDER, which must then inform the CUSTOMER by e-mail at least thirty (30) days before the renewal date or the invoicing due date to which the increase applies; in practice, the renewal notice is sent on the 10th and the 25th of each month for due dates falling in the following sixty (60) days. This notice applies to all Services, including the annual plans of the SG Autorépondeur and MailJump e-mailing service. The CUSTOMER may then choose whether or not to proceed with the renewal, under the conditions of article 16. By way of derogation from the notice period provided for in article 16.4, a CUSTOMER who refuses the new pricing may terminate free of charge, by Ticket or by deactivating automatic renewal in its Customer Area, up to the day before the due date.

Prices are exclusive of tax and are payable in euros, in advance, for an annual or monthly period. Prices presented to Consumers are displayed including all taxes (VAT included), including on the sg-autorepondeur.com and mailjump.fr websites.

A CUSTOMER located outside metropolitan France is advised to find out about any import duties or taxes that may apply and assumes responsibility for declaring and paying them.

15.2. Payment of VAT

The PROVIDER charges the VAT applicable in France for all sales made to customers resident in France, individuals and companies. This VAT is paid directly to the French tax authorities, with which the PROVIDER is registered under number FR57 451475651.

The PROVIDER charges the VAT applicable in Belgium for all sales made to customers resident in Belgium, individuals and companies. This VAT is paid directly to the Belgian tax authorities, with which the PROVIDER is registered under number BE 0763 449 782.

The PROVIDER charges the VAT applicable in the United Kingdom for all sales made to customers resident in the United Kingdom, individuals and companies. This VAT is paid directly to the British

tax authorities, with which the PROVIDER is registered under number GB 375 3810 83.

The PROVIDER charges individuals resident in another country of the European Union VAT at the rate in force in their country of residence. This VAT is paid to the country concerned through the European Union VAT One Stop Shop (OSS). A CUSTOMER that is a company resident in a country of the European Union other than France and Belgium undertakes to carry out the necessary formalities to pay the VAT on the services in its country as soon as the invoice is made available by the PROVIDER (reverse charge). It provides the PROVIDER for this purpose with a valid intra-Community VAT number; failing this, French VAT is applied. For CUSTOMERS established outside the European Union and the United Kingdom, VAT is applied in accordance with the territoriality rules in force.

15.3. Payment terms

The amount for the services is payable by bank transfer, by direct debit or, online, by bank card, in accordance with the terms defined in the subscription form.

Services begin only after full payment or in accordance with the payment terms indicated on the Quote. Unless the Quote provides otherwise, invoices are payable on receipt. No discount is granted for early payment.

Bank charges borne by the PROVIDER as a result of the CUSTOMER are re-invoiced to the CUSTOMER. By way of indication, they amount to €20 excluding VAT in the event of rejection of a direct debit, and €20 excluding VAT for the receipt of an international transfer, the latter being deducted from the payment received. The amount re-invoiced corresponds to the exact amount charged by the bank.

If a payment has to be made to the CUSTOMER’s bank, following a payment error by the CUSTOMER, a credit note in the CUSTOMER’s favour or for any other reason, a fee of €10 excluding VAT is charged to cover manual and bank processing costs. This fee does not apply to refunds following exercise of the right of withdrawal or to those resulting from an error by the PROVIDER.

Any late payment by a Business customer entails the payment of late-payment penalties at a rate equal to 12% (this rate may not be lower than three times the legal interest rate in force, i.e. 8.25% in the second half of 2026) and a fixed indemnity of 40 (forty) euros for recovery costs, due automatically, without any reminder being necessary. For Consumers and Non-professionals, unpaid sums bear interest at the legal interest rate applicable to professional creditors (2.75% in the second half of 2026, revised every half-year) from the date of a formal notice.

Article 16 - Effect - Duration - Renewals - Termination

16.1. This contract takes effect on the date of receipt of payment, namely the date of the accounting notification of receipt of the transfer or of the notification, by the banking institution, of the online payment, or else, in accordance with the payment terms indicated on the Quote, on receipt of the Quote signed by the CUSTOMER.

This contract has an initial commitment period of twelve (12) months, unless a different period is indicated in the presentation of the Service or on the Quote and brought to the CUSTOMER’s attention before the order. At the end of this initial period, the contract continues for an indefinite period and may be terminated at any time under the conditions of article 16.4. The invoicing frequency (monthly, annual or other) does not alter the duration of the contract. Domain names

are an exception: they are registered and renewed for annual periods, under the conditions of article 23.

16.2. This contract may also end by termination if one of the parties fails to comply with any of its obligations. Termination takes effect, in that case, fifteen (15) days after receipt of a formal notice to remedy the failure, sent by e-mail or by registered letter with acknowledgement of receipt, unless the defaulting party puts an end to the breach found before the expiry of that period.

16.3. On each invoicing due date, the Service is renewed in one of the following ways:

- if the CUSTOMER pays by bank card or by direct debit, renewal takes place automatically on the due date;
- if the CUSTOMER pays by bank transfer, renewal takes place only after receipt of the payment with valid references enabling the PROVIDER to allocate the payment to the CUSTOMER's account;
- if the CUSTOMER is a public administration and pays by administrative payment order, renewal may take place on receipt of a valid purchase order received before the renewal date and listing exactly the services to be renewed.

For Consumers and Non-professionals whose contract is tacitly renewed (domain names), the PROVIDER informs them in writing, no earlier than three months and no later than one month before the end of the period allowing the renewal to be rejected, of the possibility of not renewing the contract. This information appears in the renewal notice sent on the 10th and the 25th of each month for due dates falling in the following sixty (60) days, which indicates the deadline up to which renewal may be deactivated. Failing this information, the CUSTOMER may terminate the contract free of charge at any time from the date of renewal. In that case, the sums paid in advance for the period after termination are refunded to the CUSTOMER within thirty (30) days of termination, after deduction of the sums corresponding to performance of the contract up to that date.

16.4. The CUSTOMER may request termination of its services at any time. Termination takes effect on the next due date if the request is made at least seven (7) days before it, or thirty (30) days for dedicated and virtual servers, which are reserved for Business customers. For Services of indefinite duration, the due date means the end of the current month. A Business customer that pays annually may terminate only on the anniversary date, unless the Quote provides otherwise. A Consumer or Non-professional that pays annually may terminate at the end of a month; months paid in advance and not used are then refunded to them pro rata, with the exception of domain names, which are governed by article 23.

Termination cannot take effect before the end of the initial commitment period. The request is made by Ticket or by deactivating the automatic renewal option on the "Renewal" page of the Customer Area, which constitutes a request for termination on the due date. The Consumer or Non-professional may terminate their contract online, from their Customer Area, using the termination feature provided for in article L. 215-1-1 of the Code de la consommation (French Consumer Code). They may also terminate by registered letter. The PROVIDER confirms termination by e-mail, stating its effective date.

Article 17 - Right of withdrawal (Consumers)

17.1. The Consumer has a period of fourteen (14) days to exercise their right of withdrawal, without having to give a reason for their decision or to bear any costs other than those provided

for below. This period runs from the conclusion of the contract. This right also benefits a Business customer employing no more than five employees, for a contract concluded away from business premises whose subject matter does not fall within the scope of its main activity.

17.2. The Consumer exercises their right by sending, before the expiry of the period, the form set out in article 17.6 or any other unambiguous statement, preferably by Ticket or, failing that, by e-mail to commercial@haisoft.net. The PROVIDER acknowledges receipt without delay.

17.3. Where the Consumer expressly requests that performance of the Service begin before the end of the withdrawal period, they remain liable, in the event of withdrawal, for an amount proportionate to the Service provided up to the time they communicate their decision.

17.4. The right of withdrawal cannot be exercised for Services fully performed before the end of the period, whose performance began after the Consumer’s prior express agreement and express waiver of their right of withdrawal, in particular the registration of a domain name, carried out immediately with the registry, nor for digital content not supplied on a tangible medium whose performance began under the same conditions of agreement and waiver.

17.5. The PROVIDER refunds the sums due no later than fourteen (14) days after having been informed of the withdrawal, using the same means of payment as that used for the order and without charge.

17.6. Withdrawal form (to be completed and returned only if you wish to withdraw from the contract).

For the attention of HAISOFT SARL, 7 rue Vieille Levée, 45100 Orléans, France, e-mail address: commercial@haisoft.net.

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract for the sale of the following goods (*)/for the provision of the following service (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

Article 18 - Legal guarantees

18.1. Digital services. The Consumer benefits, throughout the period of supply of the digital Services (hosting, e-mail, online solutions, e-mailing service), from the legal guarantee of conformity of digital content and services provided for in articles L. 224-25-12 et seq. of the Code de la consommation (French Consumer Code). In the event of a lack of conformity, the Consumer may obtain that the Service be brought into conformity or, failing that, a price reduction or termination of the contract.

18.2. Hardware. Hardware sold to Business customers benefits from the manufacturer’s warranty, which the PROVIDER implements on behalf of the CUSTOMER. Subject to mandatory

provisions, the guarantee owed by the PROVIDER is limited to repair, replacement or refund of the defective hardware.

Article 19 - Special conditions: telecommunications services

19.1. Scope. This article applies to telephony Services (lines, numbers, switchboard) and fibre-optic internet access (FTTH and FTTO). The PROVIDER supplies them as an operator registered with Arcep (the French electronic communications regulator), relying on the networks of infrastructure operators. These Services are reserved for Business customers.

19.2. Eligibility and activation. Subscription is subject to the technical eligibility of the CUSTOMER’s site. Activation times are indicative; they depend in particular on the infrastructure operators. Any work necessary on the CUSTOMER’s premises (cabling, drilling, co-ownership or landlord authorisations) is at its expense.

19.3. Equipment. The router and the equipment supplied remain the property of the PROVIDER under the conditions of article 9. Failing return within the period provided for, they are invoiced at the value indicated on the Quote.

19.4. Quality of service. The speeds indicated are theoretical maximum speeds. The guaranteed intervention time (GTI) and, where applicable, guaranteed restoration time (GTR), as well as monitoring, apply under the conditions of the SLA or the Quote.

19.5. Telephony. The CUSTOMER may keep its numbers (inbound portability) and transfer them to another operator (outbound portability), the latter constituting termination of the Service concerned on the date of porting. Calls to emergency numbers are carried free of charge; the CUSTOMER declares the address of use of each line, the location of the caller possibly being imprecise in the case of nomadic use. The CUSTOMER is responsible for the security of its telephony equipment and credentials; fraudulent communications made from them are invoiced to it, unless the PROVIDER is at fault.

Article 20 - Special conditions: managed IT services and IT estate maintenance

20.1. Content. The managed IT services included with servers and the maintenance packages (4, 8 or 12 hours per month) cover, depending on the Service subscribed, user support, software and hardware installation and troubleshooting, monitoring, updates, network equipment, Microsoft services, telephony, fibre and advice. The precise content of the Service, the intervention times and the financial terms (travel, unused hours, overruns) are set by the special conditions of the offer appearing on the Quote, which prevail over this article.

20.2. Time recording. Intervention time is counted in blocks of fifteen (15) minutes. Interventions are carried out remotely whenever possible. On-site travel is invoiced in accordance with the conditions of the offer indicated on the Quote.

20.3. Unused hours and overruns. Any carry-over of unused hours and the invoicing of hours exceeding the package are governed by the conditions of the offer indicated on the Quote.

20.4. Exclusions. Unless the Quote states otherwise, the following are not included: hardware, parts and licences; projects (migrations, deployments, redesigns), carried out on Quote; interventions resulting from misuse, from intervention by an unauthorised third party or from a disaster.

20.5. CUSTOMER cooperation. The CUSTOMER appoints a reference contact person, gives access to its premises and to the necessary administration accesses, and informs the PROVIDER of any change to its information system. The PROVIDER is not required to maintain software or hardware that is no longer supported by its publisher or manufacturer.

Article 21 - Special conditions: third-party licences and software

21.1. The PROVIDER supplies licences and services published by third parties, in particular Microsoft, Zimbra, NextCloud, Synology, publishers of protection solutions and SSL certification authorities. Their use is subject to the conditions of the publisher concerned (for example the Microsoft Customer Agreement), which the CUSTOMER accepts when ordering and undertakes to comply with.

21.2. Certain licences are subscribed to from the publisher for a fixed term, in particular Microsoft subscriptions with an annual commitment, and can be neither terminated nor reduced during the period. This term is indicated to the CUSTOMER before the order; by way of derogation from article 16.4, the CUSTOMER remains liable for the price until its expiry. Price increases decided by the publisher are passed on under the conditions of article 15.1.

21.3. The issue of an SSL certificate is subject to checks by the certification authority. Its validity period is limited by the rules applicable to certification authorities, and it may be revoked by them.

21.4. The PROVIDER grants no guarantee on these licences other than that of the publisher, subject to the legal guarantees owed to Consumers.

Article 22 - Special conditions: sale of hardware

22.1. Hardware (Synology NAS, routers, workstations and peripherals) is sold on Quote, at the prices and with the characteristics shown on it. It is sold exclusively to Business customers.

22.2. Delivery. The delivery time and arrangements are indicated on the Quote. The time is indicative.

22.3. Transfer of risk. Risk is transferred to the CUSTOMER upon handover of the hardware to the carrier.

22.4. Acceptance. The CUSTOMER checks the hardware on receipt and states any reservations to the carrier. These reservations are confirmed to the carrier by registered letter within three (3) days following receipt, with a copy to the PROVIDER by Ticket.

22.5. The retention of title provided for in article 9 and the guarantees provided for in article 18 apply. Installation and configuration are carried out on Quote or as part of a maintenance package.

Article 23 - Special conditions: domain names

23.1. The PROVIDER is an intermediary for the registration of domain names. The conditions of the registries of each extension apply: for .FR domain names, the conditions available on the AFNIC website; for specialised .FR domains, those on the SmallRegistry website; for .EU, those on the EURid website; for .BE, those on the DNS Belgium website; for .UK, those on the Nominet website; for generic extensions (.com, .net, .org, etc.), the rules of ICANN and of the registry

concerned, including the registrant rights and responsibilities published by ICANN; for any other extension, the rules of the registry concerned.

23.2. The domain name is registered in the name of the CUSTOMER or of the holder it designates, who is its sole holder. The holder's identification data is published or masked in accordance with the rules of the registry concerned.

23.3. The invoice provided to the CUSTOMER by the PROVIDER is conclusive as to the duration of the registration.

23.4. Renewal. The domain name is renewed for annual periods, or for the period chosen at the time of registration. The renewal notice is sent on the 10th and the 25th of each month for due dates falling in the following sixty (60) days. The CUSTOMER may refuse renewal by deactivating automatic renewal in its Customer Area, or by Ticket, at the latest seven (7) days before the due date. Once the domain name has been renewed with the registry, no refund is possible, subject to the provisions of article 16.3 applicable to Consumers and Non-professionals. Failing renewal and payment before expiry, the name may be suspended and then lost; its restoration, where still possible, is invoiced at the registry's rate.

23.5. Transfer. The PROVIDER provides the CUSTOMER, on request by Ticket, with the authorisation code enabling transfer of the domain name to another registrar, within the periods and subject only to the reservations provided for by the registry's rules.

23.6. The CUSTOMER is solely responsible for the choice of the domain name and for any infringement of third-party rights. The PROVIDER applies decisions rendered under the dispute resolution procedures of the registry concerned (Syreli, UDRP or equivalent).

Article 24 - E-mailing service (SG Autorépondeur and MailJump)

24.1 Description. HaiSoft SARL sells its e-mailing service under two brands: SG Autorépondeur (sg-autorepondeur.com) and MailJump (mailjump.fr). This article applies in the same way to both. The service allows the Customer to manage contact lists, create sign-up forms, schedule autoresponders and send e-mail campaigns. The details of the features of each plan are shown on the website of the relevant brand on the date of subscription.

24.2 Access. The service is accessible upon confirmation of registration or payment, using a personal username and password. The Customer keeps its credentials confidential and reports any unauthorised use of its account without delay.

24.3 Plans. Subscription plans carry no commitment beyond the chosen period (monthly or annual) and renew automatically on expiry. An individual Customer has a 14-day right of withdrawal on the first paid subscription; if they request immediate access to the service during this period, they pay for the part of the service supplied until they withdraw.

24.4 Rules of use. The Customer complies with the HaiSoft Acceptable Use Policy, in particular its sending rules: recipients' consent, identification of the sender, an unsubscribe link in every message, and a ban on purchased or rented lists. The Customer is solely responsible for the content of its messages and for the lawfulness of its contact lists.

24.5 Technical limits. To preserve deliverability and the security of the service, HaiSoft may:

- set sending and contact quotas per period, specified in the description of each plan;
- adjust the sending rate of campaigns;

- refuse the import of a contact list showing signs of unlawful acquisition;
- suspend a campaign that produces more than 5% invalid addresses in one day or an abnormal complaint rate, informing the Customer by e-mail.

24.6 Personal data. For contact lists and campaign data, the Customer is the controller and HaiSoft acts as processor, under the conditions of the Data Processing Agreement (DPA) annexed to these terms. HaiSoft does not use this data for any other purpose and neither sells nor rents it.

24.7 End of service. The Customer may cancel its subscription at any time from its customer area; cancellation takes effect at the end of the current period. In the event of non-renewal or cancellation:

- the account is deactivated and scheduled sends are stopped;
- the Customer may reactivate its account or export its data for **60 days**;
- after that, the account data is deleted in accordance with the DPA.

A free account with no login for 12 months may be deleted, after a warning e-mail sent at least 30 days beforehand.

Article 25 - Acceptance of the general terms - Future amendments

These general terms are deemed to be accepted in full and without reservation by the CUSTOMER upon ordering, under the conditions set out in article 3.

It is expressly agreed that any tolerance or waiver by one of the parties in the application of all or part of the commitments set out in this contract, whatever its frequency and duration, shall not constitute an amendment of this contract nor give rise to any right.

This contract represents the entirety of the commitments existing between the parties and comprises these general terms, the special conditions, the SLA, the Acceptable Use Policy, the Data Processing Agreement (DPA) and any signed Quote indicating the technical characteristics and the price of the service. It replaces and cancels any prior oral or written commitment relating to its subject matter.

Each new version of this document is presented on the PROVIDER’s website and notified to the CUSTOMER by e-mail at least thirty (30) days before it enters into force. A CUSTOMER who refuses these new general terms may terminate its contract, without charge or penalty, before that date. Failing that, and upon any renewal of the services subscribed, the new general terms are deemed accepted by the CUSTOMER. Amendments may not, without the agreement of the Consumer or Non-professional, concern either the essential characteristics of the Service or its price during the commitment period.

These General Terms of Service form part of the service contract, together with the following annexes:

- the SLA, applicable in particular to customers using dedicated or virtual servers, as well as to telecommunications and managed IT services;
- the privacy policy on personal data, published on the haisoft.fr website, supplemented by the processing clauses of article 8;
- the Acceptable Use Policy;
- the Data Processing Agreement (DPA);

- the detail of prices, Quotes and invoices available on the haisoft.fr website and in the Customer Area.

Article 26 - Assignment of the contract - Subcontracting

As this contract is not entered into intuitu personae (in consideration of the person), the PROVIDER may transfer all or part of the rights and obligations set out in this contract to a third party, in particular in the event of a sale of a business, a merger or a partial contribution of assets, subject to informing the CUSTOMER. Where the assignment is likely to result in a reduction of their rights, the Consumer or Non-professional may terminate the contract free of charge.

The PROVIDER may also entrust to a third party the performance of all or part of its contractual obligations. It remains liable to the CUSTOMER for the proper performance of the services thus subcontracted.

Article 27 - Severability

The nullity, lapse, lack of binding force or unenforceability of any of the provisions of this contract shall not entail the nullity, lapse, lack of binding force or unenforceability of the other provisions, which retain full effect.

The parties may nevertheless, by mutual agreement, agree to replace the invalidated provision or provisions.

Article 28 - Governing law - Language of the contract

This contract is governed by French law. This choice does not deprive a Consumer resident in another State of the protection afforded to them by the mandatory provisions of the law of their country of residence.

Where this contract is drawn up in several languages or translated, only the French version is binding.

Article 29 - Mediation - Disputes

For any dispute or difference of interpretation relating to the performance or termination of this contract, the parties shall endeavour to find an amicable solution.

Consumer mediation. In accordance with articles L. 612-1 et seq. of the Code de la consommation (French Consumer Code), for any consumer dispute that has not been resolved directly with the PROVIDER, following a prior written complaint, the Consumer may have recourse free of charge to the consumer mediator to which the PROVIDER is subject: the Société de la Médiation Professionnelle – Médiateur de la consommation (Consumer Mediator), online at www.mediateur-consommation-smp.fr, or by post at Alteritae, 5 rue Salvaing, 12000 Rodez, France.

Jurisdiction. If negotiations fail, the parties regain their full freedom and the dispute is submitted to the ordinary courts. For any dispute between traders, the Tribunal de commerce d’Orléans (Orléans Commercial Court) (45) has sole jurisdiction, including in summary proceedings or in the event of multiple defendants. For other CUSTOMERS, in particular Consumers, Non-professionals and the liberal professions, the ordinary rules of jurisdiction apply.