

GENERAL TERMS OF SERVICE

CLOROFIL

These General Terms of Service govern the relationship between CLOROFIL, a simplified joint-stock company and mission-driven company with a capital of €10,000.00, headquartered at 3, Esplanade du Focet, 92130 Issy-les-Moulineaux, registered with the Nanterre Trade and Companies Register under number 898 897 046, represented by Mr. Alban PESQUET, duly authorized (hereinafter referred to as “**CLOROFIL**”), on the one hand, and the **User**, as defined below, collectively referred to as the “**Parties**” and individually as a “**Party**”.

Any use of the services provided through the Clorofil Platform implies express and unreserved acceptance of these General Terms of Service.

ARTICLE 1. DEFINITIONS

- **Subscriber:** any User who has subscribed, through the form available on the Clorofil Platform, to the Additional Services as defined below.
- **Subscription:** the subscription to the Additional Services taken out by the Subscriber for one or more identified Establishments, through the form available on the Clorofil Platform.
- **Clorofil Badge:** distinction awarded annually by CLOROFIL to an Establishment, represented by a visual element reproducing CLOROFIL’s distinctive signs and the year of award.
- **User Account:** access right to the Clorofil Platform assigned to a User by CLOROFIL, linked to an email address and password, enabling the User to have a personal space and access the Dashboard of each Establishment linked to the User Account.
- **Establishment:** any establishment operated by the User, within which accommodation or catering services are provided and for which the User wishes to use Clorofil Services.

- **Carbon Footprint Calculator Module:** the module available via the Clorofil Platform that allows the calculation of an Establishment's carbon footprint through an interactive form, based on the main greenhouse gas emission categories and the characteristics of the Establishment (e.g., emissions related to company vehicles and business travel; emissions from meals for clients and staff; emissions from accommodation; electricity or gas consumption; air conditioning systems; non-food consumables; fixed assets such as ovens or washing machines; IT infrastructure and cloud usage, etc.).
- **Clorofil Platform:** the solution developed and operated by CLOROFIL, available online at clorofil.eco, which may be updated, enriched, modified, or adapted at any time by CLOROFIL.
- **Clorofil Services:** the Standard Service and/or Additional Services.
- **Standard Service:** the service freely accessible via the Clorofil Platform, further described in these General Terms of Service.
- **Additional Services:** the services accessible in return for a fee via the Clorofil Platform, further described in these General Terms of Service.
- **Dashboard:** the summary of information related to an Establishment collected and/or generated through the use of Clorofil Services, accessible through each User Account associated with the relevant Establishment.
- **User:** any individual or legal entity who has registered on the Clorofil Platform via the available form, noting that a User may have multiple User Accounts.
- **Widget:** the simplified application described in Article 6 of these General Terms of Service.

ARTICLE 2. SERVICES CLOROFIL

2.1 Standard Service

The Clorofil Platform allows any User to benefit free of charge from the carbon footprint calculation service for each relevant Establishment, through access to certain features of the Carbon Footprint Calculator Module made available to them, under the conditions provided in Article 4.1 below.

2.2 Additional Services

The Clorofil Platform allows any Subscriber to benefit, in return for the payment of the fee provided in Article 7, in addition to the Standard Service, from the following services:

- access to all features of the Carbon Footprint Calculator Module, including assistance with using the module and access to detailed results, as described in Article 4.2 below;
- access to a secure interface, allowing them to monitor the carbon footprint of each Establishment under the conditions described in Article 4.3 below;
- award of the Clorofil Badge for each relevant Establishment, under the conditions provided in Article 5 below;
- provision of the Widget, which can be installed on the website of the relevant Establishment, under the conditions provided in Article 6 below.

ARTICLE 3. ACCESS TO CLOROFIL SERVICES

- 3.1 Clorofil Services are provided through the Clorofil Platform, which the User accesses via their User Account(s). The User acknowledges that the access credentials for each User Account are strictly personal, confidential, and non-transferable. Under no circumstances may they be shared with third parties. The User agrees to maintain the confidentiality of the login credentials for each User Account and to take all necessary measures to prevent their disclosure, which could allow third parties to gain unauthorized access to Clorofil Services.
- 3.1 The Subscription is taken out from the Clorofil Platform for each Establishment identified by the Subscriber, after the Subscriber has accepted these General Terms of Service and validated payment of the Subscription. Once the Subscription is confirmed, the User becomes a Subscriber.
- 3.3 The User has remote access to Clorofil Services 24 hours a day, 7 days a week, except in the case of maintenance operations, potential outages, or force majeure affecting CLOROFIL and/or the Clorofil Platform host.
- 3.4 The User is responsible for subscribing to an internet service with a provider that enables them to access the Clorofil Platform. The User must ensure the compatibility of their technical environment and that they meet the minimum system requirements necessary for accessing and/or using the Clorofil Services.

ARTICLE 4. CALCULATION AND MONITORING OF THE SUBSCRIBER'S CARBON FOOTPRINT

- 4.1 The User may calculate the carbon footprint of their Establishment(s) at any time through the Carbon Footprint Calculator Module and determine the total greenhouse gas emissions related to the operation of each relevant Establishment. The Carbon Footprint Calculator Module functions on the basis of a questionnaire completed using information provided by the User. It is the User's responsibility to ensure

the accuracy and reliability of the information provided. Any use of the Carbon Footprint Calculator Module requires the provision of necessary information regarding the relevant Establishment, based on data as of December 31 of the calendar year preceding the date of use. Thus, using the Carbon Footprint Calculator Module in year “n” will be based on data for year “n-1”. The User may access information about the relevant Establishment at any time via the Dashboard accessible through the User Account to which the Establishment is linked.

- 4.2 The Subscriber benefits from assistance with the use of the Carbon Footprint Calculator Module (in the form of help with collecting relevant data), as well as access to detailed results of the Module's use, displayed in the Dashboard for the relevant Establishment. This includes: breakdown of results by theme (purchases, waste, energy, operations, mobility), access to key performance indicators, access to a comparison system with establishments of similar typology.
- 4.3 The Subscriber is granted access to a secure interface, allowing them to monitor the carbon footprint of each Establishment, which includes:
- detailed results from the use of the Carbon Footprint Calculator Module for each Establishment, compared with anonymized data from similar establishments whose carbon footprints were also calculated using the Module;
 - the historical results of the Module's use for each Establishment during the Subscription period;
 - the ability to extract raw questionnaire data and results in the BEGES format;
 - the ability to define carbon reduction objectives and measure progress toward them;

- personalized assistance in using the Carbon Footprint Calculator Module, provided by a CLOROFIL-trained advisor.

ARTICLE 5. AWARDING OF THE CLOROFIL BADGE

5.1 The Subscriber may receive, for each Establishment, a Clorofil Badge provided the following steps are completed:

- finalization of the carbon footprint calculation for the relevant Establishment using the Carbon Footprint Calculator Module. This finalization occurs after CLOROFIL has verified the completeness and apparent consistency of the information provided by the Subscriber;
- setting of greenhouse gas emission reduction objectives related to the operation of the relevant Establishment and creation of an action plan to meet these objectives.

The Clorofil Badge is awarded to each Establishment in the year these conditions are fulfilled.

5.2 The awarding of the Clorofil Badge is formalized by an email sent to the Subscriber by CLOROFIL. This email includes the Clorofil Badge and specifies the year in which the eligibility conditions were met for the Establishment concerned. The Subscriber will have access to a communication kit made available through their personal space, enabling them to communicate both about the awarded Badge and the actions taken to reduce greenhouse gas emissions.

5.3 The Subscriber is authorized, for the duration of their Subscription, to reproduce and display the Clorofil Badge granted to each Establishment on all commercial documents, physical or digital communication materials, websites, etc., related to the relevant Establishment.

The Subscriber agrees to ensure that the Clorofil Badge is always clearly associated with the Establishment to which it was awarded, so that no ambiguity arises regarding the identity of the Establishment.

At the end of the Subscription, for any reason, the Subscriber agrees to remove any reference to or reproduction of the Clorofil Badge from all commercial documents, physical or digital communication materials, websites, etc. However, the Subscriber may continue to use the Clorofil Badge in connection with the relevant Establishment until the end of the current calendar year.

- 5.4 Any use of the Clorofil Badge that does not comply with the conditions set out in this Agreement may result in legal action and claims for damages—particularly in the case of use of the Badge for any establishment other than the one to which it was actually granted.
- 5.5 The Clorofil Badge is awarded based on information declared by the Subscriber, under their sole and full responsibility. In the event that CLOROFIL has doubts about the accuracy of the information provided (especially due to consistency or conformity checks), CLOROFIL reserves the right not to issue the Badge.
- 5.6 CLOROFIL reserves the right to modify at any time the distinctive elements characterizing the Clorofil Badge (logo, brand, etc.) as well as the award criteria. These changes will take effect on the first day of the year following the date of modification.

ARTICLE 6. PROVISION OF THE WIDGET

- 6.1 CLOROFIL agrees to provide the Subscriber with a simplified application designed to be installed on the website of the relevant Establishment, enabling anyone to calculate the carbon footprint associated with their travel to the Establishment (the “**Widget**”).
- 6.2 The Widget will be made available to the Subscriber via a line of code accessible in the Dashboard of the Establishment. The Subscriber can copy and integrate this code into their website. It will include the applicable terms of use as well as information on compliance with data protection regulations (the “**Widget Contractual Documents**”).

- 6.3 The Widget includes a module that allows any user to contribute to a greenhouse gas reduction project selected by CLOROFIL and managed by a partner chosen by CLOROFIL (the “**Partner**”). The Widget user pays their contribution to the selected emission reduction project by credit card via the Widget. The payment is received and managed by CLOROFIL, and the exact amount is transferred to the Partner, who is responsible for purchasing and retiring voluntary carbon credits generated by the selected project, once the total contributions from all Widget users reach a minimum threshold of €2,000. If the voluntary carbon credits related to the project selected by the Widget user are no longer available, CLOROFIL and the Partner reserve the right to allocate the user’s contribution to another emission reduction project.
- 6.4 The Subscriber agrees to ensure that all Widget Contractual Documents are accessible at all times on the Establishment’s website. The Subscriber remains solely responsible for any damages resulting from failure to comply with this obligation.

ARTICLE 7. FEE – CONTRIBUTION TO EMISSION REDUCTION PROJECTS

7.1 Fee

In exchange for access to the Additional Services, the Subscriber agrees to pay CLOROFIL, for each Establishment, an annual fee calculated based on the number of concerned Establishments, in accordance with the pricing grid available on the Clorofil Platform (hereinafter the “**Fee**”).

The Fee may be paid either in full at the time of Subscription or in twelve monthly installments at the beginning of each month, via automatic debit from the Subscriber’s credit card or bank account. The Subscriber agrees to update all necessary payment information on the Clorofil Platform.

Any delay in Fee payment by the Subscriber may result in the application of late penalties equal to the interest rate applied by the

European Central Bank to its most recent refinancing operation plus 10%. CLOROFIL may also charge a fixed penalty of €40, without prejudice to any additional recovery costs incurred.

Furthermore, in the event of late payment, CLOROFIL reserves the right to suspend the Additional Services until full payment is made, without incurring any liability and without the Subscriber being entitled to any credit or refund.

En outre, en cas de retard de paiement CLOROFIL se réserve le droit de suspendre les Services Additionnels jusqu'à complet apurement du compte, sans engager sa responsabilité et sans que l'Abonné puisse prétendre bénéficier d'un avoir ou d'un remboursement.

7.2 Payments

Payment of the Fee by the Subscriber is made online by credit card or direct debit, through the payment system provided by the payment service provider selected by CLOROFIL (the "**Payment Service Provider**").

The payment system is a secure system using the SSL protocol and 3D Secure, which requires the Subscriber to provide their card number, expiration date, and CVV. Any fraudulent use of the Subscriber's payment card falls under the contractual provisions agreed between the Subscriber and their card-issuing bank.

The web pages where the Subscriber is prompted to enter their banking information are hosted by the Payment Service Provider. CLOROFIL cannot be held responsible in the event of misuse or interception of the information entered online by the Subscriber.

ARTICLE 8. TERM AND TERMINATION

8.1 Term

The Subscription is entered into for an initial term of twelve (12) months. It is automatically renewed for successive twelve (12)-month periods unless terminated by written notice via the Subscriber's

personal account, submitted at least one month before the end of the initial or renewal period.

At the end of the Subscription, the Subscriber continues to benefit from the Standard Service. The Standard Service remains accessible as long as the User uses it, it being understood that User Accounts are automatically deleted after a period of three (3) years without use of the Standard Service by the User. The User may also request deletion of their User Account(s) at any time by sending an email to support@clorofil.eco.

8.2 Termination

CLOROFIL reserves the right to terminate the Subscription at any time and by operation of law, without compensation, in the event of a breach by the Subscriber of any of their obligations that is not remedied within thirty (30) days after formal notice. CLOROFIL may, at its sole discretion and without prior notice, suspend access to the CLOROFIL Services and/or terminate the Subscription automatically and without notice, particularly in the case of non-payment of the Fee or attempted intrusion or breach of the integrity of its websites by the User.

In the event of early termination of the Subscription due to the Subscriber's fault, whatever the reason, all amounts remaining due shall become immediately payable, without prejudice to any damages that may be owed to CLOROFIL.

8.3 End of Subscription

At the end of the Subscription, for any reason whatsoever, the Subscriber immediately ceases to have access to the Additional Services. If the Subscriber wishes to retain any data, it is their responsibility to retrieve it prior to the expiration of their Subscription, by downloading it in .csv format.

ARTICLE 9. HOSTING – MAINTENANCE – TECHNICAL SUPPORT

9.1 CLOROFIL ensures the hosting of the Clorofil Platform and all data processed by the User, including information provided or generated during the use of the Carbon Footprint Calculator Module, whether through the Standard Service or the Additional Services (hereinafter the “**User Data**”), via a hosting service provider chosen by CLOROFIL (hereinafter the “**Hosting Provider**”).

CLOROFIL agrees to provide the User, upon request, with the security and confidentiality measures implemented by the Hosting Provider to protect User Data from unauthorized access by third parties or other non-authorized users.

9.2 The Hosting Provider monitors and maintains the Clorofil Platform on behalf of CLOROFIL to ensure its durability and availability, under a best-effort obligation. Maintenance services include both corrective and technical maintenance.

- **Corrective maintenance** involves resolving known or potential incidents to maintain the platform’s operational status, without adding new features.
- **Technical maintenance** refers to operations aimed at evolving the execution infrastructure of the Clorofil Platform, in line with traffic forecasts or data volumes processed.

The introduction of new features to the Clorofil Platform may be subject to an additional charge, based on a prior written quote accepted by the Subscriber.

CLOROFIL agrees to perform maintenance operations preferably between midnight and 5 a.m. and, when such operations result in suspended access to the Platform, to notify the Subscriber in advance whenever possible.

- 9.3 CLOROFIL agrees to provide technical support for the use of the Clorofil Platform to the Subscriber, Monday through Friday from 9 a.m. to 6 p.m., excluding public holidays, via email at: **support@clorofil.eco**

ARTICLE 10. WARRANTY AND LIABILITY

- 10.1 CLOROFIL guarantees access to the Clorofil Platform 24/7, subject to maintenance operations. In the event of a failure of the Clorofil Platform, CLOROFIL undertakes to make every effort to restore Clorofil Services as soon as possible. If the Platform failure is exclusively attributable to CLOROFIL and is not resolved within 24 hours of notification by the Subscriber, CLOROFIL agrees to extend the Subscription duration free of charge for a period equal to the duration of the unavailability.
- 10.2 The Clorofil Platform is a tool made available to the User and intended to be used under their sole and full responsibility. It is the User's responsibility to ensure that the Platform's features, information, services, and other accessible content meet their needs. In particular, the results obtained through the Carbon Footprint Calculator Module depend on the quality, truthfulness, and accuracy of the information provided by the User, who bears full responsibility. CLOROFIL cannot be held liable, whether expressly or implicitly, for any direct or indirect damages incurred by the User or third parties arising from the use of the Clorofil Platform, including the results of the Carbon Footprint Calculator and the awarding of the Clorofil Badge.
- 10.3 In any case, should CLOROFIL's liability be engaged for any reason related to the Subscription, its liability shall be limited to the amount actually paid by the Subscriber during the twelve (12) months preceding the event giving rise to the liability claim.

ARTICLE 11. RIGHT OF USE AND REPRODUCTION

- 11.1 The Clorofil Platform and its components, including the Clorofil Badge, are protected by intellectual property law. These elements may not,

under any circumstances, be reproduced, represented, loaned, exchanged, sold, distributed, or transmitted, even partially, except as expressly permitted by law or as provided in these General Terms of Service.

11.2 CLOROFIL and/or its suppliers and partners, where applicable, retain ownership of all intellectual property rights related to the Clorofil Platform. The Subscriber is granted only a right to use these elements, strictly within the framework and under the conditions set out in these General Terms of Service.

11.3 The Subscriber agrees not to use the Clorofil Platform for any purposes other than those expressly provided for in these General Terms of Service. They also agree not to disseminate, publish, sell, or otherwise share the content to which they have access, and more generally, not to infringe in any way, directly or indirectly, upon the rights of CLOROFIL or its suppliers.

ARTICLE 12. CONFIDENTIALITY OF USER DATA

12.1 User Data will be hosted on the server operated by the Hosting Provider on behalf of CLOROFIL. User Data is recorded in real time on this server under the sole responsibility of the User. The hosting service provided under these General Terms of Service excludes any intervention by CLOROFIL on the User Data, as the Carbon Footprint Calculator Module is a fully automated tool.

12.2 CLOROFIL may use User Data stripped of all personal data, in particular to enable the provision of carbon footprint comparison tools between similar establishments and for compilation, statistical summaries, or research in the field of ecological transition.

12.3 CLOROFIL undertakes not to use the User Data for any purposes other than those strictly necessary for providing the Clorofil Services and/or expressly provided in these General Terms of Service. Accordingly,

COLORFIL specifically commits to maintaining strict confidentiality with respect to User Data.

12.4 In their dealings, the Parties agree to comply with the amended French Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “**GDPR**”).

In the context of Clorofil Services, CLOROFIL collects and processes personal data, particularly during User registration or Subscription. The rights and obligations of the Parties regarding Personal Data are outlined in the **Data Protection Agreement (DPA)** appended to these General Terms of Service.

ARTICLE 13. GOVERNING LAW – JURISDICTION

These General Terms of Service are governed by **French law**.

Any dispute relating to the interpretation or performance of these General Terms of Service shall be submitted to the **exclusive jurisdiction of the Commercial Court of Nanterre**.

ANNEXE 1 – DATA PROTECTION AGREEMENT

In the context of the execution of the Agreement between CLOROFIL and the Client (the “**Subscriber**”), this Annex sets out the conditions under which the Parties will process personal data communicated to them. CLOROFIL and the Client (hereinafter the “**Parties**”) agree to comply with applicable regulations on the processing of personal data, and in particular:

- The French Data Protection Act of January 6, 1978,
- The European General Data Protection Regulation (GDPR) of May 23, 2018,
- The French law transposing the GDPR of June 20, 2018.

Article 1 – Definitions

In this Annex, the following terms shall have the meaning assigned to them under Article 4 of the GDPR:

- **Consent:** any freely given, specific, informed and unambiguous indication of the data subject's wishes by which they agree, by a statement or clear affirmative action, to the processing of personal data relating to them;
- **Controller:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;
- **Processor:** the natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;
- **Processing:** any operation or set of operations performed on personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, alignment, restriction, erasure, or destruction;
- **Personal data breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Article 2 – Roles of the Parties

The Client provides CLOROFIL with, and authorizes it to process, data, files, etc., of any nature and in any form, constituting personal data, for the purposes of performing the Subscription under the Agreement.

According to applicable regulations:

- The Client and CLOROFIL act as **Joint Controllers** of the personal data processed by CLOROFIL on behalf of the Client;
- Each Party also acts as a **Controller** of the other Party's personal data for contract monitoring and performance purposes.

Article 3 – Obligations of the Controller

The Client undertakes to provide CLOROFIL with all necessary instructions for the processing of personal data and to ensure in advance the lawfulness of the processing of Personal Data.

Each Joint Controller undertakes to provide information to the data subjects concerned by the processing operations and to ensure that the Data Subjects (5.1) are able to exercise their rights over their personal data.

Each Controller undertakes to inform its own clients, prospects, employees, and any subject whose personal data is transferred to the other Joint Controller, of the processing of their data by the other Joint Controller and must ensure the lawfulness of any data collection or processing.

The Client undertakes to inform its own data subjects whose data is processed under this Agreement that their personal data will be processed under the conditions set out below, and to comply with the applicable rules regarding personal data as a data controller.

In the event of failure to comply with this obligation of prior information and prior consent collection by the Client, the Client expressly undertakes to release CLOROFIL from any liability.

Article 4 – Obligations of the Parties

4.1 Processing of Personal Data by the Parties

The Client's personal data (hereinafter "Client Personal Data") shall be collected and jointly processed by CLOROFIL during the execution of the Services specified in the Agreement, solely for the purpose of performing the Services and within the scope of the purposes set forth in Article 5 below.

Each Party therefore refrains from using or processing the other Party's Personal Data in a manner that is not compliant with this Agreement. If one Party processes the other Party's personal data for purposes that are its own, it shall then act as a Controller of such data.

These Personal Data constitute confidential information and shall be treated as such by each Party. Each Party shall ensure that the persons authorized to process Personal Data under this Agreement commit to confidentiality or are bound by an appropriate legal obligation of confidentiality and receive necessary training in the protection of Personal Data.

Each Party guarantees that it possesses the technical and organizational skills necessary to perform the Services in accordance with the obligations set out in this Agreement and while ensuring the protection of the other Party's Personal Data in compliance with the applicable Regulations.

Each Party shall advise and assist the other Party to ensure compliance with the applicable Regulations in the processing of the other Party's Personal Data carried out under this Agreement and to enable the other Party to comply with its own obligations imposed by the applicable Regulations.

Each Party guarantees and indemnifies the other Party against any third-party claims arising from a breach by the responsible Party of its contractual or legal obligations relating to the protection of personal data, subject to the liability limits set forth in the Agreement.

Each Party shall provide the other Party with the name and contact details of its Data Protection Officer, if one has been appointed in accordance with Article 37 of the European General Data Protection Regulation.

4.2 Instructions

Each Party shall process personal data only based on documented instructions under this Agreement, unless it is required to do so under Union law or the law of the Member State to which it is subject. In such a case, the concerned Party shall inform the other Party of this legal obligation before processing the other Party's personal data, unless the law prohibits such disclosure for important public interest reasons.

Each Party shall immediately inform the other Party if, in its opinion, an instruction or data processing activity involving the other Party's personal data constitutes a breach of Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or other Union or Member State provisions relating to data protection.

Each Party undertakes to promptly inform the other Party of any event affecting the processing of either Party's Personal Data or of any modification or change that may impact said processing.

4.3 Sensitive Data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, as well as genetic data or biometric data intended to uniquely identify a natural person, health data, or data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), each Party shall apply specific limitations and/or additional safeguards.

Article 5 – Description of the Processing

5.1 Categories of data subjects whose personal data are processed

Category	Data Subjects
Category 1	Users and/or employees of the Client using the CLOROFIL Services (in particular the online Solution providing access to the services linked to the Client's Subscription)

Category 2	Employees, agents, consultants or independent contractors of each Party (natural persons) :
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5.2 Categories of personal data processed

Each Party may submit Personal Data to the other Party which may include, but is not limited to, the following categories of personal data:

Category	Personal Data
Category 1	<u>Identity data:</u> Last name, first name, login credentials, email, and phone number <u>Connection data:</u> IP address used, login logs (user, timestamp), trackers, cookies, for the purpose of service quality control
Category 2	<u>Identity data:</u> Last name, first name, email, and phone number for contract management and billing purposes

5.3 Nature and Purpose of the Processing

The Processing of Personal Data takes place as part of the performance of the Services by **CLOROFIL**. Nature of the processing operations by the Parties:

5.3.1 *Processing operations specifically carried out by CLOROFIL*

Category	Purpose	Details
Category 1	Provision of Services	☒ Create the User's or Employee's account on the website www.clorofil.eco ☒ Provide the services associated with the account ☒ Manage and administer the account ☒ Provide support for the use of the account ☒ Provide the Client with the services linked to their CLOROFIL Subscription

Category 1	Analysis of Solution usage	CLOROFIL may use User and Subscriber Data, stripped of all personal identifiers, notably to provide measurement and comparison tools for the carbon footprint of establishments similar to the Client's, as well as for compilation, statistical summaries, or research related to ecological transition.
Category 1	Maintenance	<u>Support and assistance</u> Each User benefits from a support and assistance service. For this purpose, their name, first name, and email will be used, along with the IP address used, login logs (user, timestamp), and actions carried out on their account. Personal data is processed for the following purposes: • Validate the support request • Provide assistance to the User • Provide reporting to the Client
Category 1	Service quality control	The following User data is used for service quality monitoring: IP address used, login logs (user, timestamp), trackers, cookies.

5.3.2 Processing carried out by each Party on the other Party's data

Category	Purpose of Processing
Category 2	Monitoring and execution of the Agreement Management of invoicing, recovery of unpaid amounts, and dispute resolution Sending communications related to the Subscription

The legal basis is the **performance of a contract between the Parties**.

In addition, the Client authorizes CLOROFIL to send them any commercial information regarding services offered by CLOROFIL (via email, telephone, or any other communication method used by the Provider). The Client may withdraw their consent at any time by sending a request to CLOROFIL's data controller.

Any other processing or purpose not falling within the scope of this annex shall not be covered by it, and each Party disclaims liability for any dispute arising from such third-party processing.

5.4 Duration of Processing and Data Retention Periods

Each Party shall process Personal Data for the entire duration of the Agreement, unless otherwise agreed in writing between the Parties. It is the Client's responsibility to regularly update its database and delete any obsolete data.

The data retention periods are as follows:

Category	Durée de conservation
Category 1	<u>Identifiable data</u> : Retained for the entire duration of the Agreement and the Subscription, and deleted one (1) month after the end of the Agreement unless the Client continues to use the free version of the CLOROFIL Solution. In that case, the data will be retained until the Client stops using the Solution, then for up to three (3) years after such use ends <u>Statistical data and usage data of CLOROFIL services</u> Retained for the entire duration of the Agreement and deleted one (1) month after the Agreement ends. <u>Analytical data</u> Retained by CLOROFIL in accordance with its own internal data retention policy.
Category 2	Retained for up to five (5) years after the end of the Agreement, except for invoicing data, which shall be retained for up to ten (10) years.

Additionally, if the Client has subscribed to CLOROFIL communications (newsletter, information notices), they will continue to receive such communications during the term of their Subscription and for up to **three (3) years** after the Agreement ends—unless the Client has explicitly opted out and exercised their right to object to data processing. In that case, they will no longer receive communications.

Each Party may also retain certain personal data to fulfill its legal or regulatory obligations, or to allow the exercise of data subjects' rights. Once the retention period expires, the personal data will be either deleted or anonymized.

Data may also be transmitted by a Party to third parties and competent authorities to comply with legal, judicial, fiscal, or regulatory obligations.

Article 6 – Subprocessors

6.1 Obligations of the Parties

Each Party has the general authorization of the other Party to appoint subsequent subprocessors, based on a pre-agreed list and subject to the prior, express, and written approval of the other Party. Each Party shall specifically notify the other Party in writing of any proposed changes to this list—such as additions or replacements of subprocessors—at least ten (10) days in advance, giving the other Party sufficient time to object to such changes before the subprocessor is engaged.

When a Party appoints a subprocessor to perform specific processing activities, it shall do so via a contract that imposes on the subprocessor substantially the same data protection obligations as those contained in these clauses.

It is the responsibility of CLOROFIL to ensure that each subprocessor provides sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that processing complies with the requirements of the GDPR. If a subprocessor fails to fulfill its obligations, CLOROFIL shall remain fully liable to the Client for the subprocessor's performance of its duties.

The Client's personal data may also be disclosed to any judicial, administrative, or regulatory authority that requests it under any applicable law, regulation, or court order.

6.2 List of Subprocessors

Internally, CLOROFIL employees have access to the data under the following conditions:

- **CLOROFIL IT Department:** processes the data for website maintenance and support purposes.
- **CLOROFIL Sales Department:** processes the data for dispute resolution purposes related to Agreement execution.

External subprocessors used:

Dénomination	Pays	Traitements opérés	Législation applicable
AWS	France	Hosting of the CLOROFIL Solution	
STRIPE	Irlande	Subscription payment processing. CLOROFIL does not have access to Client payment data; STRIPE acts as a controller for payment data.	
MATOMO	France	User journey tracking on the CLOROFIL website	

Article 7 – Transfer of Data Outside the European Union

Except for the subprocessors listed above, the Parties declare and undertake not to transfer personal data outside the European Union or to any country that is not recognized by the European Commission as offering an adequate level of protection, unless they have implemented the applicable legal and regulatory measures, including:

- If the third party (subsequent subprocessor or CLOROFIL affiliate) is established in a third country, **signing the latest version of the European Commission's Standard Contractual Clauses**;
- **Complying with all resulting obligations** and providing a copy of the clauses to the other Party;
- If necessary, **signing Binding Corporate Rules (BCRs)** with the authorized third party.

Furthermore, if a Party is required to transfer data to a third country or to an international organization by Union or Member State law to which it is subject, it must inform the other Party of this legal obligation before processing, unless the law prohibits such disclosure on important grounds of public interest.

Article 8 – Protection of Personal Data and Security of Processing

Each Party shall implement at least the technical and organizational measures described below to ensure the security of personal data. These measures include the protection of data against any security breach that may result—accidentally or unlawfully—in the destruction, loss, alteration, unauthorized disclosure of, or access to, personal data (a personal data breach).

When assessing the appropriate level of security, the Parties shall duly take into account the state of the art, implementation costs, the nature, scope, context, and purposes of processing, as well as the risks for the data subjects.

Each Party shall grant access to personal data only to those members of its staff whose access is strictly necessary for the performance, management, and monitoring of the Agreement. Each Party shall ensure that persons authorized to process personal data are subject to a confidentiality obligation, whether by contract or by law.

Security Measures Implemented by the Parties:

- Pseudonymization and encryption of personal data
- Data backup measures
- Measures to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services

- Measures to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident
- Procedures for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure processing security
- User identification and authorization controls
- Data protection measures during transmission
- Data protection measures during storage

Article 9 – Personal Data Breach

In the event of a personal data breach, the Parties shall cooperate with one another to ensure compliance with their obligations under the applicable data protection regulations.

The Party that identifies a personal data breach must notify the other Party of the breach within a maximum of **forty-eight (48) hours** from the time of its discovery. This notification must include:

- A description and the nature of the breach, including, where possible, the categories and the approximate number of data subjects concerned, and the categories and approximate number of personal data records involved;
- The contact details of the Data Protection Officer or another point of contact from whom additional information can be obtained;
- The categories and the approximate number of data subjects affected by the breach;
- The likely consequences of the personal data breach;
- All relevant documentation relating to the breach, enabling the Parties to take appropriate measures to notify the data subjects and remedy any potential consequences.
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In the event of a breach, the Parties shall conduct a joint investigation to determine liability. The Party responsible for the breach shall indemnify the other Party against any claims, complaints, losses, or damages suffered by the other Party or any third party as a result of the breach.

Following a personal data breach, each Party shall implement—or, where applicable, assist the other Party in implementing—appropriate actions to stop the breach, repair any resulting damage, and prevent recurrence. This assistance shall be provided **at no additional cost**.

Article 10 – Data Subject Rights

10.1 Data Pertaining to the Parties

Pursuant to the French Data Protection Act of January 6, 1978, and the European General Data Protection Regulation (“GDPR”), each Party has the following rights:

- a. Right of access (Article 15 GDPR) and rectification (Article 16 GDPR), update, completion, and the right to block or delete personal data (Article 17 GDPR) when such data is inaccurate, incomplete, ambiguous, outdated, or where its collection, use, disclosure, or retention is prohibited;
- b. Right to withdraw consent at any time (Article 13-2(c) GDPR);
- c. Right to restrict processing (Article 18 GDPR);
- d. Right to object to processing (Article 21 GDPR);
- e. Right to data portability, where the data is processed automatically and based on consent or contract (Article 20 GDPR);
- f. Right to determine the fate of their data after death, and to choose whether and to whom it is communicated.

To exercise any of these rights, data subjects may write to the respective data controllers of the Parties.

The User and the Subscriber may exercise their rights by sending a letter to the following address:

CLOROFIL, 3 Esplanade du Foncet, Immeuble Bords de Seine 1, 92130 Issy-les-Moulineaux, France, or by email at: **support@clorofil.eco**

CLOROFIL commits to deleting all personal data of users and subscribers every **three (3) years** from the last recorded user interaction on the CLOROFIL platform. Requests will be handled within **one (1) month**, unless an overriding and justified reason is provided by a Party for an extension. If a Party fails to fulfill the request, the data subject may contact the **CNIL** (French Data Protection Authority): <https://www.cnil.fr>

10.2 Data of Individuals Affected by Processing Operations

To the extent possible, each Party agrees to assist the other Party, through appropriate technical and organizational measures, in fulfilling its obligation to respond to data subject rights requests.

CLOROFIL commits (without responding directly to data subjects) to:

- Forward to the Client, within a reasonable period and no later than seventy-two (72) hours, any request, claim, or notice from a data subject seeking to exercise their rights under applicable regulations (e.g. access, rectification, objection, restriction, erasure, portability);
- After this notification, cooperate with the Controller and provide within ten (10) days the necessary information for the Controller to respond to the data subject;
- In all cases, implement or ensure implementation by subprocessors of any request from the Controller regarding data subject rights, within a reasonable period not exceeding ten (10) days.

Article 11 – Documentation

Each Party declares that it maintains a processing register of all processing activities carried out on behalf of the other Party, which includes:

- The categories of processing activities performed;
- The contact details of the Data Controller and their Data Protection Officer;
- Where applicable, any transfers of data to a third country or an international organization, both within and outside the European Union;
- A description of the security measures implemented.

Each Party shall make available to the other Party the necessary documentation to demonstrate compliance with all its obligations and to enable the conduct of audits, including inspections, by the other Party or by an auditor it has appointed, and shall contribute to such audits.

Each Party shall notify the other Party at least **seven (7) days in advance** of any planned audit, indicating the date and contact details of the persons in charge of conducting it. The finalized audit report shall be sent to the audited Party, which may issue reservations. Each Party shall cooperate in good faith with the auditor and provide all relevant information.

If the audit reveals any breaches of obligations by a Party, and in the absence of duly justified reservations by the concerned Party, the latter expressly undertakes to implement, at its own expense, all necessary corrective measures within a reasonable timeframe and to provide written proof of such measures to the other Party.

Article 12 – Supervisory Authorities

Each Party shall provide the other Party with the contact details of its Data Protection Officer (DPO) if one has been appointed, in accordance with Article 37 of the GDPR, or, failing that, the details of a single competent point of contact for personal data protection matters.

If necessary and upon request from one Party, each Party shall assist the other in carrying out prior consultations with the competent supervisory authority.

Each Party shall also assist the other in responding to any information request from a competent supervisory authority within the required timeframe.

The Parties shall inform one another without delay—and no later than five (5) working days—of any request from a supervisory authority concerning the processing of personal data.

They shall also immediately inform each other of any inspection, on-site or document-based, initiated by the supervisory authority, as well as of any access or disclosure request from a third party claiming a legal or regulatory authorization. Before disclosing or granting access to personal data, each Party must conduct the necessary verifications regarding the legitimacy of the request, particularly by

consulting the other Party, unless the Party under inspection is legally prohibited from notifying the other Party.