

# RECITALS

The services offered by INFLUX allow users to boost their presence on social networks, especially on Instagram, using statistics and various features.

Access and use of the services offered by INFLUX, are subject to these general terms and conditions of use and imply the users' express, prior, full acceptance thereof and of the privacy policy of INFLUX.

INFLUX recommends that users keep a printed version of the general terms and conditions of use applicable at the time of using the services for their own records.

## ARTICLE 1: DEFINITIONS

In these general terms and conditions of use, the terms used below shall have the following meanings, whether used in the singular or the plural:

- "Application": refers to the application offered by INFLUX, from which Users may subscribe to and use the Services. The Application includes the infrastructure as well as the content, including text, sound, still or moving images, videos and databases;
- "General Terms and Conditions of Subscription": refers to the general terms and conditions of subscription defining the terms and the methods of subscription to the Services by Users;
- "General Terms and Conditions of Use": refers to these general terms and conditions of use of the Services by Users;
- "Account": refers to the User's account set up in accordance with the conditions stipulated in Article 6 of the General Terms and Conditions of Use, accessible from the Website and/or the Application and allowing Users to subscribe to and use the Services;
- "INFLUX": refers to the company Influx Labs OÜ, a company incorporated in Estonia, registered under number 11910343, the registered office of which is at Mustamäe str. 163-38, Tallinn, 12913 Estonia, which publishes the Website and the Application and offers the Services;
- "Usernames": refers to the login and pass code or password enabling Users to access their Account;
- "Instagram": refers to the application and the social network for sharing photos and videos available on Apple Store, Google Play and Windows 10;
- "Privacy Policy": refers to the data privacy policy of INFLUX accessible via the "Privacy Policy" tab on the Website.
- "Services": refers to the services offered by INFLUX via the Website and/or the Application allowing Users to obtain analytics and marketing solutions in relation to their presence on Instagram, particularly via several features, namely:
  - A statistical feature;
  - An activity management feature;
  - A content management feature;
  - A feature to schedule and manage posts, which is only available for Instagram;
  - An influencer feature, which is only available for Instagram;

- “Website”: refers to the website of INFLUX available at the following address: <https://influxer.ai> from which Users can subscribe to and use the Services. The Website includes all IT components (in particular, computer software and developments and web pages, including source and object code for programs, preparatory design work, specifications, and preliminary studies, user documentation on the use and operation of the website), the graphics charter (including designs, models, prototypes and plans), the infrastructure and the content (including text, sound, still and moving images, videos and databases).
- “Smartphone”: refers to the smartphones permitting access to the applications via the internet;
- “Tablet”: refers to the touchscreens permitting access to the applications via the internet;
- “User”: refers to any legal entity which has set up a business Account and which accesses and uses the Services.

## ARTICLE 2: OBJECT

The General Terms and Conditions of Use are intended to define the terms and conditions under which Users access and use the Services.

The General Terms and Conditions of Use are systematically provided to Users to allow them to access and use the Services. They exclusively apply to all use of the Services and take precedence over all other terms and conditions, except those that have been expressly accepted by INFLUX. Consequently, all other terms and conditions shall only be binding on INFLUX further to its confirmation in writing.

## IMPORTANT: NOTE TO USERS

ANY USE OF THE SERVICES IMPLIES THE EXPRESS, PRIOR AND FULL ACCEPTANCE BY USERS OF THE GENERAL TERMS AND CONDITIONS OF USE. BY CLICKING ON: “I have read and I accept the general terms and conditions of use of the services” AND BY ACCEPTING THESE TERMS AND CONDITIONS WHEN THE SERVICES ARE ACTIVATED, USERS RECOGNISE THAT THEY ARE BOUND BY THE GENERAL TERMS AND CONDITIONS OF USE.

## ARTICLE 3: APPLICATION/AMENDMENTS OF THE GENERAL TERMS AND CONDITIONS OF USE

**3.1** - INFLUX reserves the right to amend the General Terms and Conditions of Use at any time, in particular to take into account any legal, jurisprudential, editorial, functional and/or technical development of the Website, the Application and/or the Services.

The version that takes precedence is the one that is accessible online at the date of use of the Website, the Application and/or the Services.

Any use of the Website, the Application and/or the Services by Users subsequent to the publication of the amended General Terms and Conditions of Use implies their acceptance of the new General Terms and Conditions of Use.

**3.2** - The General Terms and Conditions of Use are regularly updated. Users are therefore requested to read them every time they visit the Website and/or the Application.

**3.3** - In the event that Users disagree with the amended General Terms and Conditions of Use, they must stop accessing the Website and/or the Application and stop using the Services. The consequences specified in Article 14.2 of the General Terms and Conditions of Use will then apply. Use of the Website, the Application and/or the Services by Users subsequent to the publication of the new General Terms and Conditions of Use shall imply their unreserved and express acceptance by Users.

# ARTICLE 4: PURPOSE OF THE SERVICES AND GENERAL OPERATION OF THE SERVICES

## 4.1 - Purpose of the Services

The Services only allow Users to obtain analytics and marketing solutions for the management of their Instagram accounts, access, view and share the data collected from those features and search for marketing professionals and influencers.

## 4.2 - General operation of the Services

### 4.2.1 - Statistics feature

Through the statistics feature, INFLUX offers Users the ability to:

- Manage the growth of their Instagram community by viewing the daily number of subscribers gained or lost whilst finding out the location and the language of subscribers and the location of any posts and hashtags by subscribers;
- Measure, manage and boost performance, impressions and the reach of their profiles, posts, stories and hashtags on Instagram using the optimum posting time, the most engaging (media) content and the most influential hashtags in posts on users;
- Manage, analyse and optimise engagement by Instagram subscribers ("likes", comments, views, saves, hashtags and filters used) by viewing the performance of their posts and stories in real time compared to previous ones;
- Compare their activity and performance with competitors on Instagram
- Export their data, create their own reports and schedule the automated sending of those reports.

### 4.2.2 - Activity management feature

Through the activity management feature, INFLUX offers Users the ability to:

- Manage multiple Instagram accounts pages at the same time from the same interface;
- Manage comments received on the latest Instagram (media) content by being able to follow, moderate and respond individually to comments;
- Manage Instagram (media) content that interests them by creating custom feeds to follow from Instagram accounts and specific hashtags;

### 4.2.3 - Content management feature

The content management feature is only available for the management of Users' Instagram accounts.

Through the content management feature, INFLUX offers Users the ability to:

- Manage and organise their (media) content on Instagram;
- Search for media with specific hashtags on Instagram and refine searches using advanced criteria;
- Download and store photos and videos from their computers, Dropbox, Google Drive or OneDrive;
- Easily repost (media) content on Instagram;
- Label and organise their (media) content.

#### **4.2.4 - Post scheduling and management feature**

The post scheduling and management feature is only available from the Application and is only for the management of Users' Instagram accounts. Through the post scheduling and management feature, INFLUX offers Users the ability to:

- Manage and schedule Instagram posts directly from their computer, Tablet or Smartphone using a post schedule, post notifications and a preview of their Instagram profile following the scheduled posts;
- Save legends and hashtag combinations for future posts.

## **ARTICLE 5: PREREQUISITES FOR USING THE SERVICES**

**5.1 - Use of the Services requires that Users:**

- Have a Smartphone and/or Tablet connected to the internet;
- Have access to the Website or to the Application;
- Create an Account in accordance with the terms set out in Article 6 of the General Terms and Conditions of Use.

**5.2 - Users warrant that they have full legal capacity to use the Services, and in particular that they:**

- Are of legal age;
- Have legal capacity and have full intellectual and cognitive capacity (in particular, that they are not in a dependent condition and/or under guardianship and/or under supervision, etc.);
- Have the necessary authority to engage the company they represent;
- Are not a competitor of INFLUX and/or are not using the Services to compete with INFLUX, fraudulently and/or in any way that damages the interests of INFLUX.

**5.3 - INFLUX cannot be held responsible for the use of the Services by persons who do not meet the conditions set out in Articles 5.1 and 5.2 of the General Terms and Conditions of Use.**

## **ARTICLE 6: CREATION OF AN ACCOUNT**

**6.1 - To benefit from the Services, Users must subscribe as described in the General Terms and Conditions of Subscription and create an Account.**

Several Accounts per User may be created. Each Account permits the use of the Services for as many Instagram accounts pages to be analysed that the User wishes.

**6.2 - To create an Account and to be able to use the Services, Users must click on the link "<https://influxer.ai/login>".**

Users are then asked to enter an email address and set up a unique, personal password allowing them access to the Services and/or their Account. INFLUX encourages Users to use "strong" passwords, combining numbers, letters and symbols as well as upper and lower case letters.

Users are solely responsible for safeguarding their Usernames. As such, Users undertake to keep them confidential and not to disclose them in any form whatsoever. If any of the elements of the Username is lost or stolen, Users must inform INFLUX immediately, which will then cancel and/or update the Username concerned.

Users are fully responsible for safeguarding the confidentiality of their password. In this regard, Users must ensure, at the end of each session, that they have effectively logged out of the Website and/or the Application, particularly when accessing the Website from a public computer.

In case of loss of their password, Users are able to request a new password through their Account by clicking the "forgotten password" link.

In addition, Users must fill in a form with the following information:

- First name\*
- Surname\*
- Email\*
- Time zone
- Password\*
- Company type\*
- Number of social media accounts managed\*

*Mandatory fields are marked with an asterisk (\*).*

Users must then click on the "Connection" tab.

Users will then receive an email confirming that their account has been created and explaining the Services.

**6.3** - When creating an Account (whether on their own behalf or on behalf of a third party), Users undertake to provide true, accurate, up-to-date and complete information, particularly in relation to their identity. Accordingly, they undertake not to create any false identity likely to mislead INFLUX or third parties and not to impersonate any other legal entity or individual.

INFLUX does not have control over the accuracy or reliability of information provided by Users and therefore cannot be held responsible for any consequences resulting from the provision of incomplete or incorrect information.

Users who discover that another person has used their identity to use the Services must inform INFLUX immediately at the following address: [legal@influxer.ai](mailto:legal@influxer.ai).

Users undertake to immediately update the information provided should that information change. To do so, Users must go to their Account and access the "General Information" menu. They can confirm their changes by clicking on "Save".

**6.4** - In the event that a User provides false, inaccurate, erroneous, outdated, incomplete, misleading or deceptive information, INFLUX may immediately, without notice or compensation, suspend or terminate that User's Account and temporarily or permanently deny him access to the Website and/or to the Application and/or to the Services. Moreover, INFLUX may not, under any circumstances, be held liable in case of non-performance and/or partial performance of the subscription in relation to the provision of information of that nature.

**6.5** - Registered Users may decide to disable their Account whenever they deem it to be appropriate, in accordance with the terms stipulated in Article 15 of the General Terms and Conditions.

## ARTICLE 7 - TERMS AND CONDITIONS OF USE OF THE SERVICES

# ATTENTION: NOTE TO USERS

INFLUX reminds Users that the Services only serve to boost their presence on Instagram using analytics and marketing solutions.

Users acknowledge and agree that the results provided by INFLUX through the features depend on information provided by Instagram.

It is therefore expressly understood that as INFLUX does not have any control over the accuracy or reliability of information provided by Instagram, it does not provide any guarantee as to the accuracy of the results and/or statistics obtained by Users when using the Services.

Consequently, INFLUX may not, under any circumstances, be held liable in case of incorrect, incomplete and/or inaccurate results and/or statistics obtained from incorrect, incomplete and/or inaccurate information from Instagram and/or .

In addition, INFLUX may not, under any circumstances, be held liable in case of the unavailability of results and/or statistics due to the unavailability and/or inaccessibility of data collected on Instagram and/or the inability to use any of the features due to the unavailability and/or inaccessibility of data provided by Instagram and/or .

Finally, it is expressly understood that INFLUX may not substitute Users with regard to the management of their Instagram accounts and (media) content.

## 7.1 - Use of the statistics feature

Users are able to access and use the statistics feature to manage the growth of their Instagram community and, more specifically, to generate and access statistics in relation to their Instagram social media profiles.

To do this, they must select the social media profile or profiles on which they wish to obtain statistics and click on the "Analytics" menu.

Users then access a set of analytics subcategories including the daily number of subscribers earned or lost, the location and language of subscribers, the location of posts and hashtags by subscribers, post schedules, the number of "likes", comments, views, saves, etc., providing them with a set of data and statistics on the different aspects of their presence on Instagram (community, content (media), engagement and reach of social media profiles etc.).

Users only need to enter an analysis period. The start of the default period is the last date of activity of the social media profile.

With regard to social media profiles on Instagram, Users may enter an analysis period of their choice after their date of registration to the service.

INFLUX will then offer Users the ability to access statistics in the form of graphs and/or tables.

Graphs can be exported as PDF files and/or as images (.JPEG; .PNG; .GIF) and can be viewed from the User's Account for an unlimited period for as long as the User subscribes to the Services.

## 7.2 - Use of the activity management feature

Users are able to access and use the activity management feature from the interface allowing them to manage multiple Instagram social media profiles and in particular, can manage comments on their latest Instagram (media) content and generate custom feeds to follow specifically on Instagram.

### 7.2.1. Management of comments

To manage comments on their (media) content, Users must select the social media profile for which they wish to moderate comments and access the "Manage comments" interface.

Users can freely navigate from one item of (media) content to another from that interface.

Users have access to the history of comments on Instagram (media) content.

With regard to Instagram (media) content, the number of searchable (media) content varies according to the subscription package selected by Users. Therefore:

- The PRO package permits access to the last fifteen (15) items of Instagram (media) content;
- The ADVANCED package permits access to the last thirty (30) items of Instagram (media) content;
- The customised AGENCY package permits access to the last thirty (30) items of Instagram (media) content;

Users are then able to mark comments as read, follow, moderate, respond individually to comments from a field using text, emojis etc., and even translate comments into any language from GOOGLE's CLOUD TRANSLATION API.

### 7.2.2 Creation of "feeds"

#### **NOTE TO USERS:**

The creation of (media) content feeds is only available for the management of Users' Instagram accounts.

Once users have accessed the "Media - My feeds" interface, they can also freely manage the (media) content that interests them by creating custom feeds to follow from Instagram Business accounts and specific hashtags.

To do this, Users can create a number of lists highlighting Instagram Business accounts and specific hashtags within the limit of fifty (50) different accounts and twenty (20) hashtags.

The number of lists that can be created varies according to the subscription package selected by Users. Therefore:

- The PRO package allows five (5) lists to be created;
- The ADVANCED package allows seven (7) lists to be created;
- The customised AGENCY package allows the creation of a number of lists defined when signing the contract.

### 7.3 - Use of the content management feature

#### **NOTE TO USERS:**

The content management feature is only available for the management of Users' Instagram accounts.

Users are able to access and use the content management feature to enable them to manage and organise their (media) content on Instagram.

As such, INFLUX provides Users with storage space of one gigabyte (1GB) called "Media Library".

Users must download their Instagram (media) content from their computer, Dropbox, Google Drive or OneDrive.

Once the (media) content has been downloaded and stored in the "Media Library", Users will be able to quickly search for (media) content with specific hashtags using a number of advanced criteria - media type, labels, previous post, etc.

Users can then organise and label their (media) content.

From those searches, Users can easily repost (media) content on Instagram.

Users are informed that the (media) content stored is securely hosted in the Cloud by an external service provider. INFLUX may not, under any circumstances, be held liable in case of loss or the inability to access (media) content stored by the external service provider, who is solely responsible for such storage.

#### 7.4 - Use of the post scheduling and management feature

##### **NOTE TO USERS:**

Access to the post scheduling and management feature requires Users to have previously downloaded the Application.

The post scheduling and management feature is only available for the management of Users' Instagram accounts.

Users are able to access and use the post scheduling and management feature to manage and schedule Instagram posts directly from their computer, Tablet, or Smartphone.

In this respect, INFLUX provides Users with an online posting calendar.

To schedule their (media) content, Users must click on a date and time of their choice.

They must then select the (media) content desired and prepare the legend and hashtag combination.

Users are then requested to save the data entered. At this stage, they will be able to preview their Instagram profiles following the scheduled posts.

After saving and for future posts, Users will receive from INFLUX, on the date and at the time stated on the calendar, one (1) notification reminding them to post.

There will only be one reminder.

By clicking the notification, Users will go directly to Instagram where they will simply paste the legend and the combination of previously prepared hashtags and publish them on Instagram.

Users are informed that INFLUX does not post (media) content on Instagram in their name or on their behalf. This is a preparation and reminder feature. Only Users are able to post content.

## **ARTICLE 8: DURATION OF ACCESS TO THE SERVICES**

The Services are accessible via the Website and/or the Application twenty-four (24) hours a day, seven (7) days a week.

They are accessible throughout the User's subscription period until it decides to terminate its subscription in accordance with the terms stipulated in Article 14 of the General Terms and Conditions of Subscription and/or deactivates its Account in accordance with the terms set out in Article 15 of the General Terms and Conditions of Use.



However, due to the nature of the internet, INFLUX does not guarantee the operation of or access to the Services twenty-four (24) hours a day, seven (7) days a week.

## ARTICLE 9: INTERRUPTION OF THE SERVICES

**9.1** - INFLUX reserves the right to interrupt the operation of all or part of the Services at any time, with or without notice, in particular to carry out corrective or ongoing maintenance or to develop the content or presentation. Wherever possible, INFLUX will inform Users prior to a corrective or ongoing maintenance operation.

In addition, Users recognise that the Services may be interrupted for reasons beyond the control of INFLUX and that INFLUX cannot guarantee continued access to the Services.

In all cases, INFLUX may not, under any circumstances, be held liable for any interruption and/or malfunction of the Services, for whatever reason.

**9.2** - Users are requested to inform INFLUX of any technical issue they encounter when browsing and/or using the Services by sending an email to the following email address and describing the issue encountered: [legal@influxer.ai](mailto:legal@influxer.ai).

## ARTICLE 10: GENERAL COMMITMENTS OF USERS - GENERAL RESTRICTIONS OF USE OF THE SERVICES

**10.1** - In general, Users undertake to comply with the General Terms and Conditions of Use as well as with the applicable laws and regulations. Users are responsible for their use of the Services in general as well as for their consequences.

**10.2** - When using the Services, Users undertake in particular to:

- Provide accurate, complete and true information and systematically update it in case of change;
- Observe the prerequisites for using the Services;
- Comply with the General Terms and Conditions of Use;
- Respect the image and the reputation of INFLUX;
- Not modify or alter the Services, in whole or in part;
- Not restrict the use of the Services by any means and not falsify any mention or element of the Services;
- Not spread or attempt to spread computer viruses or other harmful elements through the Services;
- Not remove the content from the Services or from their database, in particular by using automated programs;
- Not send their personal password to a third party;
- Not use the Services for purposes contrary to the rules in force or infringe the rights of third parties (including intellectual property and privacy);
- Not attempt to and refrain from working around, disabling, or otherwise disrupting any security-related function of the Services, or preventing or restricting the use or copying of the Content or imposing any restrictions on the use of the Services or of content accessible from the Services;
- Not distribute, in whole or in part, the Services, including the content, on any other medium, without the prior written consent of INFLUX;
- Not harm INFLUX in general.

**10.3** - INFLUX reserves the right to delete a User's Account and/or deny it access to the Services without notice and without prejudice to other rights and actions that it may be entitled to claim in the event that a User uses the Services in an inappropriate manner.

## ARTICLE 11: RESPONSIBILITY OF USERS

**11.1** - Users are solely responsible for their decision to use the Services and for their suitability to their needs as well as for the security of their IT system and the back-up of their data.

In addition, they are personally responsible for using the Services as well as for the information provided when creating their Account and using the Services.

**11.2** - Users shall indemnify and hold INFLUX harmless against any damages incurred by INFLUX and against action for damages that may be brought against it on the basis of breach of these General Terms and Conditions of Use and/or of any third-party right. In the case of fraud, INFLUX is authorised to disclose necessary information to the competent organisations responsible for the prevention of said fraud and offences.

**11.3** - In case of breach by Users of one of their obligations under these General Terms and Conditions of Use, in particular of the obligations in Article 10 above, INFLUX reserves the right to suspend or terminate the Account of the User, without prior notice, in accordance with the conditions of Article 15 of the General Terms and Conditions of Use. Such termination will take place without prejudice to any damages that may be claimed by INFLUX for damage suffered as a result of such breach by the User.

## ARTICLE 12: RESPONSIBILITY OF INFLUX - GUARANTEES GIVEN BY INFLUX

**12.1** - Responsibility

**12.1.1**- Users use of the Services is at their own risk.

Users are solely responsible for their use the Services and for their suitability to their needs as well as for the security of their IT system and the back-up of their data.

Users are solely responsible for their dealings with third parties in relation to the use of the Services.

**12.1.2** - The Services only allow analytics and marketing solutions to be obtained for the management of Instagram accounts pages, the data collected from those features to be accessed, viewed and shared and marketing professionals and influencers to be searched for.

INFLUX may not be held liable for any damage suffered by Users in relation to the abnormal use of the Services, particularly in case of breach of the General Terms and Conditions of Use and/or the provision of false or incorrect information by Users.

**12.1.3** - INFLUX may not be held liable for any direct or indirect damage, losses or costs resulting from the use of the Services, the inability to use the Services, a malfunction, maintenance interruption, the technical failure of the server, interrupted internet access, a virus, a line or system issue or for any other reason.

INFLUX may not be held liable for any damage to the IT system of Users, for loss of data, or for any other damage resulting from access to or the use of the Services by Users.

In addition, INFLUX may not be held liable to Users, to the maximum extent permitted by the applicable law in force in Estonia, for:

- Any indirect damage that may be caused, including any loss of profit (whether direct or indirect), any loss of customers, loss of commercial reputation or loss of data that Users may sustain;
- Any loss or damage that Users may sustain, including as a result of:
- Trust in the completeness and accuracy of the information provided via the different Services;
- Any changes that INFLUX may make to the Services in general, or any temporary or permanent termination of the Services offered;  
Their relationship with professionals or other third parties whose contact information they have obtained through the Services (e.g. influencers, marketing professionals, etc.);
- The failure by Users to provide INFLUX with precise information concerning their Account;
- The inaccuracy of the data and/or statistics obtained;
- Access or use or the inability to use or access the Services in general;
- The inability of Users to keep completely secure and confidential a password or the information provided upon their registration.

## 12.2 - Guarantees

USERS UNDERSTAND AND AGREE THAT:

- THE SERVICES ARE PROVIDED "AS IS." FURTHERMORE, INFLUX CANNOT GUARANTEE THE CONSEQUENCES OF THE USE OF THE SERVICES AND/OR THE SERVICES RENDERED BY THIRD PARTIES THE CONTACT DETAILS OF WHICH WERE OBTAINED BY USERS;
- IN PARTICULAR, INFLUX DOES NOT GUARANTEE:
  - THAT THE SERVICES CORRESPOND TO THE REQUIREMENTS OF USERS;
  - THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, SECURELY OR WITHOUT MALFUNCTION;
  - THE QUALITY OF ANY SERVICE, INCLUDING THAT THE RESULTS OBTAINED VIA THE SERVICES WILL MEET USER EXPECTATIONS;
  - THAT THE RESULTS OF THE DATA COLLECTED BY THE FEATURES ARE COMPLETE, EXHAUSTIVE, TRUE, ACCURATE OR RELIABLE.

No information or advice given by INFLUX to Users in relation to the use of the Services shall be regarded as the provision of a guarantee.

## ARTICLE 13: PERSONAL DATA

In accordance with the amended Act No. 78-17 of 6 January 1978 on data processing, files and freedoms, known as the "Data Protection Act" and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Users are informed that INFLUX carries out

automated processing of their personal data for the purpose of using the Services and to process and manage the business relationship and to sell the subscription to the Services.

That data may be transferred to subsidiaries and/or companies controlled by INFLUX as well as to its subcontractors who contribute to such relationships for management, performance, processing and payment purposes.

Every User has access, modification, correction, limitation, portability and removal rights in relation to their data, as well as a right of opposition.

For this purpose, please contact the support service by email at the following address: [legal@influxer.ai](mailto:legal@influxer.ai).

For more information, Users are requested to consult the "Privacy Policy" under the "Privacy Policy" tab.

## **ARTICLE 14: TERM AND TERMINATION OF THE GENERAL TERMS AND CONDITIONS OF USE**

### **14.1 - Term**

Access to and the use of the Services offered by INFLUX is valid for an indefinite period as from the User's subscription, except in case of termination by the User in accordance with the terms stipulated below.

### **14.2 - Termination of the General Terms and Conditions of Use**

**14.2.1** - The General Terms and Conditions of Use are valid and shall apply for as long as Users benefit from their subscription.

**14.2.2** - Users may opt out of the General Terms and Conditions of Use either by (i) notifying INFLUX at any time, by means of notice, or (ii) by deactivating their registration in accordance with the conditions described in Article 15 below. Notice must be sent to INFLUX in writing, to the address of INFLUX stipulated at the start of these General Terms and Conditions of Use.

**14.2.3** - INFLUX may terminate the General Terms and Conditions of Use linking it to Users, at any time, without notice, in the following cases:

- Users fail to comply with any of the terms of the General Terms and Conditions of Use;
- INFLUX is required to do so by a law or regulation.

Such termination will result in the deactivation of the User's Account by INFLUX and will have the same consequences as those stipulated in Article 15 below.

INFLUX also reserves the right to temporarily block all access to the Website and/or to the Application and/or to the Services by Users who have breached the General Terms and Conditions of Use and have not complied with the prerequisites defined in Article 5 of the General Terms and Conditions of Use.

## **ARTICLE 15: ACCOUNT DEACTIVATION AND DELETION**

**15.1** - A User's Account is active so long as:

- It is registered on the Website and/or the Application;
- It pays for a subscription to the Services of INFLUX.

As soon as a User stops paying for its subscription, access to the Services is disabled. The Customer may continue to access its Account but will not have access to the Services unless it purchases and pays for a new subscription to the Services.

**15.2** - Users are able to deactivate their Account on the Website and/or the Application and/or delete their Account at any time for no reason.

To do so, Users must send an email to the following address: [legal@influxer.ai](mailto:legal@influxer.ai) requesting the deactivation or deletion of their Account. A copy of some form of identity may be requested to avoid any risk of identity theft.

Access to the Account will end on the anniversary date of the User's subscription.

**15.3** - The cancellation of the subscription and/or the deletion of an Account is final as the Account is irreversibly deleted and the personal data relating thereto is automatically deleted and cannot be recovered.

The cancellation of the subscription and/or the deletion of an Account does not prevent Users from re-registering and creating another Account.

**15.4** - In the event of non-compliance with the obligations resulting from acceptance of the General Terms and Conditions of Use, the provision of incorrect information when the Account is created or action likely to damage the interests of INFLUX, INFLUX reserves the right to suspend access to the Services without notice or, depending on the seriousness of the action, delete the User's Account without any damages being able to be claimed.

## ARTICLE 16: INTELLECTUAL PROPERTY

**16.1** - Certain elements (including editorial, illustrations, studies and videos) on the Website and/or the Application and/or the Services are protected by intellectual property laws, particularly copyright, and are the exclusive property of INFLUX.

Similarly, the trademarks, logos, graphics and animations on the Website and/or the Application and/or the Services are the exclusive intellectual property of INFLUX.

It is agreed that the General Terms and Conditions of Use shall not result in any assignment of the intellectual property rights of INFLUX.

**16.2** - INFLUX personally grants to Users the non-exclusive, non-transferable right to use the Website and/or the Application and/or the Services and any related software free of charge. They are prohibited - directly or indirectly - from copying, modifying, creating a derivative work, reverse engineering, disassembling or otherwise attempting to obtain the source code (except for cases stipulated by law), selling, assigning, sub-licensing or otherwise transferring any rights to the Website, the Application, the Services or the related software.

Users undertake not to modify the Website, the Application, the Services or the related software in any way and/or not to use any modified versions thereof, including (but not limited to) to gain unauthorised access to the Website and/or the Application and/or the Services. In particular, Users agree not to access the Services by any means other than the Website and/or the Application.

Users are informed and recognise that the Website, the Application, the Services and any related software used may contain confidential information or information protected by the intellectual property law in force or any other law. Users undertake not to modify, lease, borrow, sell or distribute such content or create derivative works incorporating all or part of that content, unless expressly authorised by INFLUX in advance.

The Website and/or the Application and/or the Services contain text and images which are the exclusive property of INFLUX (hereinafter, "Intellectual Property"). The Intellectual Property is made available to Users, free of charge, solely for the use of the Website, the Application and the Services and as part of the normal use of their features.

Such authorisation to use the Intellectual Property is given on a personal, non-exclusive and non-transferable basis. INFLUX may revoke its authorisation to use its Intellectual Property at any time.

Users are prohibited - directly or indirectly - from copying, modifying, creating a derivative work, reverse engineering, disassembling, or otherwise attempting to find the source code (except for cases stipulated by law), selling, assigning, sub-licensing or otherwise transferring any rights in relation to the Intellectual Property. Users agree not to modify the Intellectual Property in any way.

In case of non-compliant or abusive use of the Intellectual Property, INFLUX reserves the right to take any legal action to stop the infringement of its intellectual property rights and to cancel the subscription and/or deactivate Users' Accounts in accordance with the conditions of Article 15 above.

## ARTICLE 17: MISCELLANEOUS

**17.1** - The General Terms and Conditions of Use constitute the entire agreement between Users and INFLUX with regard to the use of the Services and of the Website and/or the Application in general.

The General Terms and Conditions of Use govern all usage of the Services by Users, subject to the application of additional or specific terms and conditions of use governing certain Services for which Users must give their express consent.

**17.2** - In general, if one or more provisions of the General Terms and Conditions of Use are held invalid pursuant to a law, regulation or following a final decision by a court with jurisdiction, the other provisions shall retain their full force and scope and shall remain valid and applicable. The same principles will apply in case of incomplete provisions.

**17.3** - If INFLUX does not invoke, at any given time, any of the provisions of the General Terms and Conditions of Use, this fact may not be interpreted as a waiver of the right to invoke these provisions at a later date.

## ARTICLE 18: APPLICABLE LAW

The use and operation of the Services are subject to Estonian law. The validity, performance and interpretation of the General Terms and Conditions of Use applicable to the Services are also subject to Estonian law.

For any issue and/or question relating to the Services, Customers are requested to contact customer services by email at the following address to try to find an amicable solution: [legal@influxer.ai](mailto:legal@influxer.ai).

Any Disputes Relating To The Application, Interpretation Or Performance Of The General Terms And Conditions Of Use Or To The Use And/Or Operation Of The Services Or Of Any Subsequent Or Consequential Services Are Subject To The Jurisdiction Of The Paris Courts, Even In Case Of The Introduction Of Third Parties Or Multiple Defendants.

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