

TERMS AND CONDITIONS OF USE

OWL TRANSFER

Version in force as of October 8, 2026

OWL Transfer is a web platform accessible at the address www.owltransfer.com (the “Site”), operated by VOCRYPTTE, a single-shareholder simplified joint-stock company (SASU) with a share capital of 13 000 euros, having its registered office at 12, Rue de la Part Dieu in Lyon (69003), registered with the Lyon Trade and Companies Register under number 942 844 614, and holding the intra-community VAT number FR 80942844614 (the “Company”). The platform offers various online file transfer services.

The purpose of these Terms and Conditions of Use (the “Terms” or, taken together, the “Agreement”) is to define the terms and conditions governing the relationship between Users of the Site and the Company. These Terms constitute a contractual agreement for an indefinite period, starting from the moment the User accepts this Agreement.

The User agrees to comply with all the present Terms with no reservation on each visit to the Site and to ensure independently that the laws of their country authorize without restriction the use and access to the Services. Consequently, the User acknowledges having read the Terms and agrees to be bound by these provisions. If the User accesses the Site on behalf of a company or any other legal entity, they remain personally bound by this Agreement.

PRELIMINARY ARTICLE – DEFINITIONS AND RULES OF INTERPRETATION

Definitions

Unless defined elsewhere in this Agreement, capitalized terms and expressions used below have the following meanings:

“Subscription” has the meaning set forth in Article 2.1;

“Subscriber” refers to any User who has subscribed to a Subscription;

“Terms” has the meaning assigned in the preamble;

“Agreement” has the meaning assigned in the preamble;

“File(s)” means any file that may be processed via the Services;

“Service(s)” refers to the services offered by the Company on the Site as described in Articles 2 and 3;

“Site” has the meaning assigned in the preamble;

“Company” has the meaning assigned in the preamble; and

“User” means any natural or legal person using the Site.

Rules of Interpretation

The following rules apply to the interpretation of this Agreement:

The titles of articles and annexes are included for convenience only and do not affect the interpretation of any provisions of this Agreement;

(b) The use of expressions such as “including,” “in particular,” or “notably” implies that the following list is not exhaustive or limiting;

(c) The term “or” is not exclusive;

- (d) The definition assigned to a singular term also applies when that term is used in the plural and vice versa. The same applies for masculine and feminine usage;
- (e) The calculation of periods expressed in days, months, or years shall be made in accordance with Articles 640 to 642 of the French Code of Civil Procedure;
- (f) Any reference to a party includes a reference to its heirs, successors, and assigns; and
- (g) Any reference to a document shall be construed as referring to such document as it may be amended or replaced (other than in violation of the provisions of this Agreement).

ARTICLE 1 – ELIGIBILITY FOR THE SERVICES – ACCOUNT CREATION

1.1. Eligibility for the Services

To be eligible for the Services, the User must be:

an individual who is at least 18 years old and has full legal capacity; or

a legal entity duly registered as such with the competent trade and companies register.

Creating a member account is not required to use the Services unless the User subscribes to a Subscription.

However, the User must identify themselves using a valid email address.

1.2. Account Creation

Creating a member account on the Site is a mandatory prerequisite for subscribing to a Subscription. This requires filling out the registration form available on the Site, providing accurate, up-to-date, and complete information. This information must be regularly updated by the User to ensure its accuracy.

The User must choose a username consisting of a valid email address and a password. The User's login credentials are strictly confidential. In case of unauthorized use of their account or any breach of confidentiality and security of their credentials, the User must promptly notify the Company.

Each User agrees to create only one account corresponding to their profile, noting that an IP address is associated with each account. In the event of suspected unauthorized use of the same account by multiple Users, the Company may suspend and/or delete access to the Site for the Users concerned.

ARTICLE 2 – OPERATION OF THE SERVICES

2.1. Description of the Services

The Site provides access to a file-sharing service, including, among other features, password protection or self-destruction of the file (the "Service(s)").

Some of the Services are only available through a Subscription (the "Subscription"), as specified in Article 3, such as watermarking with the Owltransfer logo, applying a moiré filter, or requiring the prior signing of a non-disclosure agreement. In any case, Article 2 also governs the terms of use of Services accessible via Subscription, unless expressly stated otherwise in Article 3.

2.2. License to Use

The Company grants the User a personal, non-exclusive, non-transferable, and non-assignable right to use the Services for as long as the Services are made available by the Company to said User.

The temporary availability of the Services cannot be interpreted as a transfer of any intellectual property rights to the User.

The User agrees to use the Services solely in accordance with their needs. This license is granted exclusively for the purpose of allowing the User to use the Services, excluding any other purpose.

The User may not make the Services available to any third party and strictly refrains from any other use, particularly any adaptation, modification, translation, arrangement, distribution, removal - this list not being exhaustive. Furthermore, without prejudice to the provisions of Article 4.2 below, the User is prohibited from reproducing any element of the Site or any related documentation, by any means, in any form, and on any medium.

2.3. Service Availability

The Company makes the Services available to the User via the internet 24/7, except during maintenance periods. Services related to a Subscription are only accessible for the duration of the Subscription and subject to full compliance with these terms by the Subscriber.

The Company reserves the right to update and make functional modifications to the Services at any time. Such updates and modifications may temporarily render the Services unavailable.

The User is aware of potential technical issues and access interruptions. Therefore, the Company cannot be held liable for Service downtime or slow performance.

The User agrees not to expose the Services to any hacking risks or attempts to exploit the Site's or its system's vulnerabilities. As such, the User must implement all necessary measures to prevent such risks or any others that may affect the Site or its hosting provider.

2.4. Duration of the Services

The Services are provided to Users by the Company for an indefinite period. The Company may terminate the Services at any time without compensation to the Users.

By exception, Subscribers have access to the subscribed Services for the full duration of their Subscription, in accordance with Article 3.

If the Subscription ends and/or the Services cease for any reason, all data and Files will be deleted by the Company without prior notice to the User.

2.5. Nature of Files Processed

The User agrees not to upload any File whose content may infringe upon public order or moral standards, provoke third-party complaints, or violate applicable legal provisions.

Consequently, it is expressly agreed that if the Company is held liable in any jurisdiction by a third party on the grounds of, for example, intellectual or industrial property rights related to content provided by a User, the User undertakes to fully indemnify the Company for all direct and/or indirect financial consequences (including legal and defense costs) arising from such claims.

It is noted that Files submitted by Users and the information they share may be intercepted and used by third parties, notably via the link referenced in Article 2.7. As such, the Company does not guarantee ownership protection over such data; it is the User's responsibility to take all necessary steps to protect their data ownership.

The User is informed that password protection for accessing Files is not absolute and must take all necessary measures to keep the generated password confidential. The Company is not responsible for how passwords are stored or shared.

The User must ensure the transmission of Files and, more generally, data to the Site and cannot hold the Company liable under any grounds for non-receipt or loss of transmitted data. The User must therefore maintain a backup of transmitted data.

2.6. Quality of Shared Files

Given the Services are free of charge, it is expressly agreed that the Company makes no guarantees regarding the effectiveness of the Services or the quality of Files shared using the Services.

Therefore, the User is solely responsible for the Files shared and may not hold the Company liable for any malfunction of the Services.

By exception, under a Subscription, the Company undertakes, on a best-efforts basis (and not result-based), to maintain the integrity of shared Files. However, the Company cannot guarantee perfect delivery of Files to recipients. Recipients are solely responsible for having the necessary technical tools to receive shared Files.

In any case, it is strongly recommended that the Subscriber maintain a backup of transmitted Files. In case of loss or alteration of Files, the Company's liability cannot be engaged.

2.7. Access and Sharing of Shared Files

The User is informed that they do not have access to the shared Files via the Site, but only to a history of shared Files. Only the recipient of shared Files has access to the Files.

If the User wishes to share Files, they can generate a shareable link on the Site. The User assumes full responsibility for sharing Files. The Company cannot control the terms and conditions of such sharing.

The generated link remains accessible and valid for a maximum of seven (7) calendar days from the time the File is shared, without an account or with a free account. Depending on the Subscription, the User may choose a validity period of up to thirty (30) calendar days. When the link expires, the File is deleted.

A File shared in 'OneTimeView' mode can be viewed only once: it is deleted, together with its protected version, within one hour after the viewing session ends, and at the latest when the link expires. A OneTimeView File is limited to 500 MB; only MP4 video and PDF formats are accepted.

If the User subscribes to a specific Subscription, they may require the recipient to accept a non-disclosure agreement (NDA) before accessing the shared Files. The Company provides a template NDA in French. The Company does not guarantee the legal effectiveness of the NDA or its suitability for the User's needs. The User is thus advised to consult legal counsel before using the NDA. The provision of the NDA does not constitute any transfer of ownership rights to the User.

The User is solely responsible for the use of the generated link. However, such use must not compromise the Site's or its hosting provider's security or functionality.

2.8. Data Ownership

2.8.1. Principle

The User retains ownership of all data submitted using the Services.

2.8.2. Purpose, Nature, and Legal Basis for Processing Personal Data

In the course of providing the Services, the Company may process personal data included in the User's Files.

This data is processed solely for the provision of the Services.

2.8.3. Company's Role

In accordance with Regulation (EU) 2016/679 of April 27, 2016, the Company acts only as a processor on behalf of the User with regard to personal data processing.

Accordingly, the Company does not determine the purposes or means of processing. Personal data is only processed on the User's instructions entered via the Site, including regarding transfers to third countries or international organizations, unless required by EU or national law, in which case the Company will inform the User unless prohibited for important public interest reasons.

If the Company considers any instruction to be in breach of applicable data protection laws, it shall immediately inform the User.

2.8.4. Confidentiality, Security, and Cooperation

The Company commits to ensuring that its staff and any subcontractors:

do not make copies of documents and data except as necessary for performance of the Services or with the User's prior consent, and more generally to guarantee the confidentiality of personal data; and

implement the security measures required under Article 32 of Regulation (EU) 2016/679 of the 27th of April 2016, considering the state of the art, implementation costs, the nature, scope, context and purposes of processing, and the risks posed to data subjects.

Additionally, throughout the duration of the Services, the Company undertakes to:

assist the User, as far as possible, in responding to requests from data subjects exercising their rights under Chapter III of Regulation (EU) 2016/679 of the 27th April 2016 (e.g., access, rectification, erasure, restriction, objection, portability); and

notify the User at hello@owltransfer.com of any personal data breach without undue delay. This notification will include all relevant documentation for regulatory notification, if needed.

2.8.5. Sub processors

The User authorizes the Company to use any sub processors of its choice to execute these terms. The Company will inform the User of any intended changes concerning the addition or replacement of sub processors, giving the User the opportunity to object within 15 calendar days of receiving the information. Sub processing may proceed only if no objection is made within that time.

The Company ensures that sub processors are bound by the same data protection obligations as it is. If a sub processor fails to meet its obligations, the Company remains fully liable to the User.

Under these conditions, the Company informs users that it will, for the time being, use the following subcontractors:

Infomaniak Network SA – www.infomaniak.com

Cloudflare, Inc. – www.cloudflare.com – data centres located in Europe.

Stripe Payments Europe Ltd - <https://stripe.com/fr/privacy> . For payments made by credit card or other traditional payment methods, the Company uses third-party payment service providers, including Stripe Payments Europe Ltd. The Company does not store any banking data of the User, which is processed directly by the payment service provider in accordance with its own terms and security standards.

In addition, the Company informs users that it will also use the following subcontractor, exclusively for the 'OneTimeView' transfer mode, which involves the use of a DRM provided by the company:

EZDRM, Inc. – <https://www.ezdrm.com/privacy>

2.8.6. Retention Period

Personal data is retained for the duration set out in Article 2.4. Upon expiry of that period, and unless otherwise provided in Article 3, all data will be deleted by the Company without prior notice to the User.

2.9. Reversibility

The Company does not return any data to the User, including in the case of a Subscription.

In any case, it is the User's responsibility to make their own backups of Files. Otherwise, the User assumes full responsibility for any consequences.

2.10. 'OneTimeView' Feature

Limitations of Content Protection Technologies (DRM)

We implement content protection technologies (such as DRM) to limit unauthorized screenshotting, screen recording, or downloading of content viewed through the OneTimeView feature. However, due to technical limitations inherent to these systems, we cannot guarantee absolute protection against such actions. This may vary depending on the user's operating system, device type, or software environment. Therefore, www.owltransfer.com shall not be held liable for any unauthorized copying or redistribution of content made possible by technical factors beyond our control. To produce the single view, the File is converted on the Company's servers. The OneTimeView feature therefore does not benefit from the private end-to-end encryption described in Article 2.11.

2.11. Private End-to-End Encryption

The Site provides a private end-to-end encryption feature, based on the open OpenPGP standard ("PGP").

When this feature is used, file encryption and decryption operations are performed directly on the User's device through client-side technologies executed within the User's browser or a compatible application.

Files are encrypted before being transmitted to the Company's infrastructure. As a result, the Company does not have access to the unencrypted content of the transmitted Files and is not capable of decrypting such Files on its own. This guarantee applies when the recipient has their own key. When the recipient has no key, a temporary key is generated by the Company so they can open the File; in that case, the encryption is not end-to-end.

The User may choose either:

- to retain exclusive possession of their private key; or
- to use the optional secure private-key storage feature provided by the Company.

Where the User retains exclusive possession of the private key, the Company has no access whatsoever to such key and cannot recover, restore, or replace it under any circumstances.

Where the User chooses to store their private key using the Company's optional storage service, such storage is provided solely as a technical convenience. The User remains solely responsible for maintaining an independent backup copy of the private key and any information required for its use.

The Company does not guarantee the recovery, restoration, availability, or preservation of any private key that is lost, deleted, corrupted, damaged, or otherwise rendered inaccessible for any reason.

The User acknowledges and agrees that the loss of a private key, password, passphrase, recovery information, or any other element required for decryption may result in the permanent and irreversible loss of access to the relevant Files.

The User remains solely responsible for the management, protection, preservation, and backup of all cryptographic keys and related credentials.

The Company shall not be liable for any inability to access encrypted Files resulting directly or indirectly from the loss, deletion, corruption, unavailability, compromise, or mismanagement of cryptographic keys by the User.

ARTICLE 3 – SUBSCRIPTION

3.1. Purpose of the Subscription

The Company offers on the Website a Subscription that provides access to additional services.

Depending on the chosen Subscription plan (Premium or Premium Plus), the Subscriber benefits in particular from:

- higher sending volumes, calculated over the last thirty (30) days;
- links valid for up to thirty (30) calendar days;

- the ability to condition the opening of Shared Files on the recipient's acceptance of a confidentiality agreement;
- the 'OneTimeView' feature, within the limits described in Article 2.10;
- the private end-to-end encryption described in Article 2.11.

The volumes and limits of each plan, including without an account and with a free account, are shown on the Plans page of the Site. To prevent abuse, the Company may limit the number of transfers, in particular without an account and with a free account, as well as interrupted or unfinished transfers.

The business plans (Pro, Team and Enterprise) are described on the Plans page of the Site. The contents of the Enterprise plan are defined by mutual agreement between the Parties; unless otherwise stipulated, its terms are established in accordance with this Article 3. Under the Team plan, the team administrator can see, for each member, the date, size and status of transfers, without ever accessing the names or content of the Files; the client company is responsible for informing its team members.

The Pro plan is reserved for a single user: the account may not be shared and can be signed in on up to five (5) devices. Beyond that, the oldest session is automatically signed out.

The Subscription is personal. As such, the Subscriber may not assign or make available, including free of charge, all or part of the rights and obligations applicable to the subscribed Subscription without the prior written consent of the Company.

3.3. Duration of the Subscription

By subscribing to the Subscription, the Subscriber does not undertake to remain subscribed for any minimum period. The Subscriber may cancel the Subscription at any time from their personal space. Cancellation takes effect at the end of the current billing period, until which the Subscriber keeps access to the services of their Subscription; no refund is due for the period already started. If the Subscriber deletes their account, the Subscription is cancelled immediately, without waiting for the end of the current billing period; no refund is due, including for an annual Subscription: the period already paid is forfeited.

For the purposes of these Terms and Conditions, the "Renewal Date" means the date on which the Subscription is renewed in accordance with the billing period selected by the Subscriber at the time of subscription, namely every thirty (30) days for a monthly Subscription or every twelve (12) months for an annual Subscription.

Cancellation must be carried out in accordance with the procedure provided for this purpose on the Site.

The subscription shall only be deemed final upon the Company sending the Subscriber an email confirming acceptance of the subscription.

3.4. Pricing

The Subscription is offered at the current rate displayed on the Website at the time of subscription. Prices of plans for individuals are expressed in euros (EUR), inclusive of all taxes. Prices of business plans are expressed in euros excluding taxes, with the applicable VAT added.

The prices reflect any discounts that may be granted by the Company on the Website. They are firm and non-revisable during their period of validity as indicated on the Website, the Company reserving the right, outside this period, to modify prices at its discretion at any time.

Subscription volumes are calculated over the last thirty (30) days. Any underuse shall not justify any refund or any carryover from one period to another.

When the volumes of their Subscription are used up, the Subscriber may purchase a recharge, at the price of one month of their Subscription: their counters are then reset to zero, without changing the date of their next payment. Only one recharge is possible per thirty (30) day period.

3.5. Payment Terms

The Subscription fee shall be payable according to the billing period selected by the Subscriber at the time of subscription, either monthly or annually, in accordance with the prices and payment terms displayed on the Site.

For a monthly Subscription, the Subscription fee shall be charged on the monthly anniversary of the Subscription, using the payment method selected by the Subscriber. The first monthly payment shall be due and charged immediately upon subscription.

For an annual Subscription, the full amount corresponding to one year of Subscription shall be due and charged in full at the time of subscription. The Subscription shall automatically renew on each annual anniversary of the subscription date using the payment method selected by the Subscriber, unless the Subscription is cancelled in accordance with these Terms and Conditions.

Payments may be made using the payment methods offered on the Site at the time of subscription, including payment by bank card.

Payments made by the Subscriber shall only be deemed final once the Company has effectively received the amounts due.

An invoice shall be issued by the Company and made available through the Subscriber's member area.

Without prejudice to any damages that may be claimed, failure by the Subscriber to pay any amount due on the scheduled payment date shall automatically result in the application of late-payment interest equal to three times the French statutory interest rate, together with any applicable additional banking and administrative fees. The Company may also suspend or terminate the Subscriber's access to the Subscription services until payment has been regularized.

3.6. Warranties

The Subscriber is informed that, pursuant to Article 15 of Law No. 2004-575 of June 21, 2004, the Company is legally liable to the Subscriber for the proper performance of the obligations arising from these terms, whether those obligations are performed by the Company itself or by other service providers, without prejudice to its right of recourse against them.

However, the Company may be exempted from all or part of its liability by proving that the failure or improper performance of these terms is attributable either to the Subscriber, to an unforeseeable and insurmountable act of a third party unrelated to the provision of the services covered by these terms, or to a force majeure event.

If the User is a professional within the meaning of the Consumer Code, the Company's liability, regardless of the cause, shall be limited to the amount of the disputed Service or the performance giving rise to said liability.

3.7. Right of Withdrawal

In accordance with applicable legal provisions, the Subscriber has a withdrawal period of 14 days from the date of subscription.

However, by accepting these Terms, the Subscriber may expressly request that the Company begin immediate execution of the provisions hereof before the expiry of the withdrawal period and expressly waive their right of withdrawal. Consequently, pursuant to Article L. 221-28 of the Consumer Code, subsection 13, the Subscriber will not be able to withdraw from their commitment made on the Website.

3.8. Pre-Contractual Information – Subscriber Acceptance

The Subscriber acknowledges having received, prior to subscription and in a clear and comprehensible manner, these Terms and all information referred to in Articles L111-1 to L111-8 of the Consumer Code, in particular:

the essential characteristics of the subscribed Subscription, considering the communication medium used and the services concerned;

the Subscription price and any related costs;

information relating to the identity of the Company, its postal and electronic contact details, and its activities, unless evident from the context;

information relating to legal and contractual warranties and the terms for invoking them;

the features of the digital content and, where applicable, its interoperability;

the possibility of resorting to conventional mediation in the event of a dispute;

information relating to the right of withdrawal.

Subscribing on the Website implies full and complete acceptance of these Terms, which is expressly acknowledged by the Subscriber, who expressly waives the right to rely on any contradictory document that would be unenforceable against the Company.

ARTICLE 4 – USE OF THE SITE

4.1 Right of Access to the Site

The Company, in accordance with these Terms, grants Users a limited, revocable, non-exclusive, non-transferable right to access the Services and the Site strictly for personal use. Any use of the Site contrary to its intended purpose is strictly prohibited and constitutes a breach of these provisions.

Use of the Site requires an internet connection and a web browser. To ensure proper functioning of the Site, it is specified that the Site is optimized for:

a screen resolution of 1200x768px;

the latest versions of Chrome, Firefox, and Safari browsers.

All hardware and software necessary for access to the Site and use of the Services remain the sole responsibility of the User.

The Company reserves the right to suspend, modify, replace, deny access to, or delete User accounts at its sole discretion.

The Company also reserves the right to suspend, modify, or deny access to its website and/or the use of certain features for certain types of browsers or operating systems (Linux, for example).

Compatibility and Technical Limitations

Certain features of the Site rely on advanced web technologies whose operation may vary depending on the User's browser, operating system, device, hardware capabilities, security settings, or third-party software limitations.

Users are specifically informed of the following known technical limitations:

- Decryption of Files protected by private encryption exceeding 100 Mb may not function properly on certain mobile devices, including devices running iOS, iPadOS, or Android.
- On Safari running on macOS, downloading encrypted Files larger than 1 GB using the standard encryption mode may not be supported or may fail due to browser limitations.
- On Safari running on macOS, downloading or decrypting Files protected by private end-to-end encryption may be unavailable or subject to technical limitations preventing normal operation.

- Additional limitations may exist depending on browser versions, operating systems, device resources, available memory, security restrictions, or third-party software components beyond the Company's control.

Such limitations result from technical constraints inherent to the relevant software, hardware, or operating environments and shall not be considered a defect, malfunction, or failure attributable to the Company.

The Company does not guarantee that all features of the Site will be fully compatible with every browser, operating system, device, or future software version.

Users are encouraged to use the most recent versions of supported browsers and operating systems and to verify compatibility before transferring, downloading, encrypting, or decrypting large Files.

Mobile Device Compatibility

As of the effective date of these Terms, the Site is primarily designed, optimized, and tested for use on desktop and laptop computers.

Use of the Site from mobile phones, tablets, iPhones, iPads, Android devices, or any other mobile device is not currently officially supported by the Company.

Certain features of the Site, including file transfers, downloads, standard encryption, private end-to-end encryption, decryption, the OneTimeView feature, or any other advanced functionality, may be unavailable, limited, or may not function properly on mobile devices.

The Company does not guarantee the proper operation of the Site on mobile devices and shall not be liable for any malfunction, incompatibility, technical limitation, or inability to use all or part of the Services from such devices.

Mobile compatibility improvements are currently under development. The Company reserves the right to add, modify, restrict, or remove support for specific devices, browsers, or operating systems at any time.

4.2 User Obligations

Users must not:

transmit, publish, distribute, store, or destroy any material, particularly Site content, in violation of applicable laws or regulations concerning the collection, processing, or transfer of personal data;

create fake profiles if the Site provides for profile creation;

provide inaccurate information in any form offered on the Site or fail to regularly update such information;

disseminate any data, information, or content that is defamatory, abusive, obscene, offensive, violent or incites violence, or that is political, racist, or xenophobic in nature, and more generally, any content that violates applicable laws and regulations or public decency;

to reference or create links to non-public content on the Site, or to reproduce such content, except with the Company's express, prior, and written consent;

obtain passwords or personal identifying data from other Users if the Site generates them;

use information, content, or any data found on the Site to offer a service deemed, at the Company's sole discretion, as competing with the Company;

sell, trade, or monetize any information, content, or data found on the Site or services offered by the Site without the express written consent of the Company;

perform reverse engineering, decompile, disassemble, decipher or otherwise attempt to obtain the source code related to any intellectual property used to provide all or part of the Services;

to use manual or automated software, robots, scripts, or other means to access, crawl, scrape, extract, or index any page of the Site, except for search engines accessing publicly available pages;

compromise or attempt to compromise the security of any of the Company's websites. This includes attempts to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express prior authorization;

counterfeit or use the Company's products, logos, trademarks, or any other elements protected by intellectual property rights;

mimic the appearance or function of the Site, for example, by mirroring it;

disrupt or interfere, directly or indirectly, with the Company or the Services, or place an unreasonable load on the Site's infrastructure, or attempt to transmit or activate computer viruses through or on the Site.

Security breaches of systems or networks may result in civil and criminal liability. The Company checks for such breaches and may refer violators to judicial authorities.

Users agree to use the Site fairly, in accordance with its intended purpose, legal and regulatory provisions, these Terms, and accepted standards of conduct.

ARTICLE 5 – INTELLECTUAL PROPERTY

All content on the Site, platforms, and software made available, including designs, texts, NDAs, graphics, images, videos, information, logos, button icons, software, audio files, and others, belong to the Company or its partners.

Any full or partial representation, reproduction, or exploitation of the content and services offered by the Company, by any means whatsoever, without the Company's prior written authorization, is strictly prohibited and may lead to legal proceedings.

When the Subscriber is a professional within the meaning of consumer law, they authorize the reproduction and use of their logo or trademark on the Site or any commercial medium for the purpose of commercial references, for the entire duration of the Subscription and for a period of two (2) years following the termination of the Subscription for any reason whatsoever.

ARTICLE 6 – PERSONAL DATA

6.1 Data Collected

In order to allow each User to fully benefit from the Services and features of the Site, the Company collects various data. It is reminded that by registering on the Site, the User expressly agrees to the collection of such data, regardless of the country from which they connect.

This data is collected at various times and through different methods:

When creating a member account: first name, last name, email address, IP address;

During any use of the Services: email address, IP address;

Log files and Internet Protocol (IP) address: Each time the User connects to the Site, the Company receives the URL of the site from which the User arrived and the one to which they go when leaving the Site. The Company also receives the User's IP address and certain information related to their computer's operating system or their internet browser.

Cookies: the Site only sets cookies necessary for its operation, security and payment. The full list is on the Cookies page.

6.2 Retention of Collected Data

Personal data is stored by the Company on its servers for processing in connection with the use of the Services. Unless otherwise provided in these Terms and Conditions, it is retained for the following durations:

In the case of using the Services without first creating a member account: for a period of 12 months from the last use of the Services;

In the case of creating a member account: for as long as the member account exists, unless deleted by the User using the dedicated procedure provided on the Site. Exceptionally, if the member account is inactive for more than 12 months from the last login, it will be deleted without prior notice to the User.

Identification data linked to each transfer and each account (IP address, connection port, date, email address) is kept for one year in a separate register, for the Company's legal obligations as a host, then deleted.

The User remains the owner of the information they transmit to the Company. In accordance with French law no. 78-17 of January 6, 1978, the User has the right to access, rectify, and delete personal data concerning them, as well as the right to object to the communication of such data to third parties for legitimate reasons.

When creating their account, the User may choose to receive OWL Transfer newsletters by ticking the box provided for this purpose, which is never ticked by default. They may withdraw this consent at any time, using the unsubscribe link in each newsletter or by writing to rgpd@owltransfer.com.

Users may exercise these rights by writing to the following email address: rgpd@owltransfer.com or postal address: VOCRYPTÉ – 12 Rue de la Part Dieu – Lyon (69003), France.

A response to the User's request will be provided within 30 days.

6.3 Purposes of Data Collection

Personal data is collected from Users for the following purposes: (i) to allow the User to fully benefit from the Services and features offered by the Site, (ii) to prevent any fraud, and (iii) for statistical for internal and aggregated statistical purposes, without using any third-party audience measurement tool).

This data may be shared by the Company with any third party responsible for performing, processing, or managing the Services.

However, in certain situations, the Company may disclose or share a User's personal data with other third parties, including:

with the User's consent;

to comply with the law, applicable regulations, any legal proceedings, court decisions, or any other case of mandatory disclosure; or

to protect the rights, property, or safety of the Site, its members, or the public.

The Site sets no analytics or advertising cookies.

ARTICLE 7 – LIABILITY

7.1 Use of the Site

The Company's role is limited to the technical provision of the Services to Users.

The User is solely responsible for the consequences of using the Site and remains the sole owner of the data, including Files, uploaded via the Services. Consequently, the User assumes full responsibility for the content of such Files.

The User must ensure that their use of the Site complies with legal and regulatory provisions as well as with these Terms and Conditions. The Company does not guarantee to the User that the use they make or plan to make of the Site complies with national or international legal and regulatory provisions.

Moreover, the User must ensure that their use of the Site complies with the regulations applicable to them. The Company provides no guarantee regarding the legality of the Site under the regulations applicable to the User.

The Company has no general obligation to monitor data and content uploaded by Users, nor any obligation to remove content that does not appear to be manifestly unlawful.

Users are reminded of the technical risks and access interruptions that may occur on the Site. Consequently, the Company cannot be held liable for any unavailability or slowdown of the Services.

All information, advice, guides, and any other data displayed on the Site are not intended to constitute advice on which the User may rely for decision-making.

Therefore, the User must not treat such information and data on the Site as definitive and must independently verify all such information and data. The Company cannot be held liable for the consequences of the use of such data and information displayed on the Site.

7.2 General Provisions

In any case, the Company shall under no circumstances be held liable for indirect or unforeseeable losses or damages suffered by Users or third parties, including but not limited to loss of profit, inaccuracies or corruption of files or data, or loss of opportunity, regardless of the cause or basis of liability under this Contract.

Given the free nature of the Services, the Company assumes no liability in connection with the use of the Services by Users. The Services are used at the Users' own risk.

The Company shall not be held liable for any delay or failure to perform this Contract resulting from a case of force majeure, as defined by the case law of French courts and tribunals.

ARTICLE 8 – RESTRICTION

The Company reserves the right to restrict, suspend, or delete, without prior notice or compensation, any User's access to the Site who uses the Services in an abusive or inappropriate manner, or even in the event of suspected illegal activity. The evaluation of the User's behavior is at the sole discretion of the Company.

ARTICLE 9 – EVIDENCE AGREEMENT

Computer systems and files shall be deemed authoritative in the relationship between the Company and the User.

Thus, in any legal proceeding, the Company may validly produce as evidence the data, files, programs, recordings, or other elements received, issued, or stored using the computer systems operated by the Company, on any digital or analog media, and rely on them unless there is a clear error.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1. Severability

If any provision of this Agreement is or becomes illegal or unenforceable, this shall in no way affect the validity or enforceability of the other provisions of the Agreement.

10.2. Amendment of the Agreement

The Company reserves the right to modify, supplement, or replace these Terms and Conditions. In the event that the User refuses the new provisions, it is reminded that the User may at any time terminate this Agreement, in accordance with Article 7 (Termination).

ARTICLE 11 – DISPUTE RESOLUTION

The formation, interpretation, and validity of this Agreement are governed by French law, regardless of the User's country of origin or the country from which the User accesses the Site, and notwithstanding any conflict of law principles.

If the User is a professional within the meaning of the French Consumer Code, exclusive jurisdiction is expressly granted to the Commercial Court of Lyon.

The parties shall endeavor to resolve any dispute amicably.

In the event of a dispute concerning the validity, performance, or interpretation of this Agreement brought before the civil courts, it shall be subject to the exclusive jurisdiction of the French courts, which is expressly agreed, even in the event of summary proceedings or multiple defendants.

The User is informed that they may, in any case, seek conventional mediation or any other alternative dispute resolution method (such as conciliation) in the event of a dispute.

Pursuant to Article 14.1 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013, the User is informed that they may consult the following page for more information on steps to take in the event of a dispute:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

In accordance with Article L. 612-1 of the French Consumer Code, the consumer, subject to Article L. 612-2 of the Consumer Code, may submit a request for amicable resolution through mediation within a period of less than one year from their written complaint to the professional.

VOCRYPTTE has designated, by registered membership number 16272/VM/2504, the SAS Médiation Solution as its consumer mediation entity.

By email: contact@sasmediationsolution-conso.fr

To refer the matter to the mediator, the consumer must submit their request:

In writing to: SAS Médiation Solution – 222 chemin de la bergerie 01800 Saint Jean de Niost

Or by completing the online form entitled "Contact the mediator" on the website <https://www.sasmediationsolution-conso.fr>

Regardless of the method of referral used, the request must imperatively include:

The applicant's postal, telephone, and email contact details,

The name, address, and registration number of the relevant professional with SAS Médiation Solution,

A brief summary of the facts,

A copy of the prior complaint,

Any documents necessary to process the request (order form, invoice, proof of payment, etc.)

LEGAL NOTICE

VOCRYPTTE

Single-shareholder simplified joint-stock company (SASU) with a capital of 13 000 euros

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