

## Terms and Conditions – Draft

Last update: October 27<sup>th</sup>, 2020

Draft has designed and operates a platform, offering services with the essential feature of enabling its users to upload, transfer, publish and distribute images, text, audio and video content for the purpose of creating a visual document and to share such content via the platform or any third party website as indicated on the platform.

You can access Draft's services as a simple user via a "free" offer, as a client via a "pro" offer or as an authorized user via a "team" offer subscribed by your company. In all cases, you must accept and comply with these Terms & Conditions (“**T&Cs**”) in order to be allowed to use the services.

If you do not agree with all or part of the terms of these T&Cs, you are not allowed to access the services.

The languages proposed for the conclusion of these T&Cs are French and English.

The conditions of archiving of these T&Cs are as follows: the T&Cs are archived on OVH's servers. The conditions of access to the archived T&Cs are as follows: the T&Cs are available in the tab called T&Cs of the platform.

By accepting these T&Cs, the user gives its prior and express agreement that these T&Cs are immediately executed by Draft. Therefore, the user expressly waives its right of withdrawal.

Draft is:

- DRAFT SAS, a simplified joint stock company;
- Whose registered office is located at 3 rue de l'Ouche Brûlée, 44118, La Chevrolière, France;
- Whose registration number at the Trade and Companies Register (“RCS”) of Nantes is 848 959 268;
- Whose VAT number is FR 32 848 959 268. (hereinafter referred to as "Draft").

The duration of the services offered by Draft corresponds to the entire period during which the platform is available.

The cost of the services provided by Draft depends on the subscription chosen by the user:

- the "Free" subscription is free of charge and allows access to restricted functionalities, as described in the page [“Pricing”](#) of the platform;
- the "Pro" subscription is subject to a fee as indicated in the page [“Pricing”](#) of the platform;
- the "Team" subscription is for companies only and its cost depends on the size of the team.

Provision of services by Draft does not include the cost of using the Access Methods of users (telephone, computer, digital tablet) to the services. These costs are fixed in the user's telephone or Internet subscription.

Services provided by Draft are directly executed via access to the platform after logging to its account.

The law applicable to the present T&Cs is French law. Jurisdiction of Courts are fixed according to the ordinary law rules.

## 1. DEFINITIONS

Each term with the initial letter capitalized in these T&Cs is defined in the present article.

**1.1 Access Methods:** means any computer and electronic communication means that allows the User to access the Services, such as a computer, tablet, telephone, connected watch.

**1.2 Beta Services:** means a product, service or functionality provided by Draft that may be made available to you to try at your option at no additional charge and which is clearly designated as “beta”, “pilot”, “limited release”, “non-production”, “early access”, “evaluation” or by a similar description.

**1.3 Communication Tools:** means all elements:

- allowing the Platform to identify itself commercially, in particular towards the User;
- and which are protected by one or more property rights of any kind, including one or more Intellectual Property rights.

The Communication Tools include in particular:

- any registered trademark;
- any registered design and model;
- any creation protected by copyright in any form whatsoever (visual, audio, text, etc.);
- as well as: trade names, graphic charters and colors, logos, signs, mottos, domain names etc. without this list being exhaustive.

**1.4 Database(s):** means all databases and sub-databases available via the Platform.

**1.5 Draft Account:** means the User’s account available via the Platform thanks to its Login. A Draft Account can be provided to you either through your company or following your own creation of it. A Draft Account enables notably, to:

- access, modify and delete its personal data;
- access the Services;
- edit its User-Content;
- have access to an online help system;
- contact Draft;
- request the deletion of its Draft Account.

**1.6 Force Majeure Event:** means any event caused by circumstances beyond the reasonable control of Draft, including but not limited to an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the employees of Draft), Internet service provider failure or delay, Draft’s hosting provider failure or delay, or acts undertaken by third parties, including without limitation, denial of service attack.

**1.7 Login:** means usernames, passwords and other credentials or Your identity provider (for example Single Sign-On) enabling access to Services through a Draft Account.

**1.8 Platform:** means the website published by Draft in order to provide the Services, available at <https://draft.io/> or any successor website.

**1.9 Free Subscription:** means the individual subscription to the Services free of charge to which a User may subscribe. The Free Subscription allows unlimited access to the Platform and a use of the Services as described in the page “[Pricing](#)” of the Platform.

No other services are provided. Only individual Users using the Services for their own personal or professional needs may subscribe to the Free Subscription.

**1.10 Pro Subscription:** means the individual and paid subscription to the Services to which a User may subscribe. The Pro Subscription enables unlimited access to the Platform and a use of the Services as described in the page "[Pricing](#)" of the Platform, in addition to what is provided for the Free Subscription.

No other services are provided.

Only natural person Users using the Services for their own personal or professional needs may subscribe to the Pro Subscription. Subscription to the Pro Subscription requires acceptance of the T&C of Sale.

**1.11 Team Subscription:** refers to the collective and paid subscription to the Services to which a company may subscribe. Subscription to the Team Subscription may lead to the conclusion of a specific contract. A User may access the Services via its company's Team Subscription.

For more detail of the Services then provided, Draft advises the User to contact its company.

To subscribe to a Team Subscription, please contact Draft at [hi@draft.io](mailto:hi@draft.io).

**1.12 Service Data:** means electronic data, text, messages, communications or other materials submitted to and stored within a Service by you in connection with your use of such Service, which may include, without limitation, personal data. Service Data are sent at your request to Services, especially by direct data input into Services, by import through the Services or directly generated as a result of your use of the Services.

**1.13 Service(s):** means the services (whether provided for free or on a paid basis) that are provided by Draft to you from your Draft Account and described in the article "Description of the Services" in these T&Cs.

**1.14 User/you/your:** means any person using the Platform and the Services, and who accepts these T&Cs.

**1.15 User-Contents:** means all content within the meaning of Article 6-III of the French law n°2004-575 dated June 21, 2004 for the confidence in the digital economy, created by the User in the context of the use of the Services and which is accessible to other users through the Platform. For example, the User is a publisher for, without this list being exhaustive:

- notes and text items that it shares on the Platform with other users;
- notes and text items that it shares on any third-party website or service.

**1.16 T&Cs:** refers to the present terms and conditions.

## 2. SUBJECT MATTER

Draft publishes a Platform that enables its Users to upload, transfer, publish and distribute images, text, audio and video content in order to create a visual document, and share such content through the Platform or any third party website or service as indicated on the Platform.

The purpose of these T&Cs is to define the terms and conditions of use of the Platform as well as to define the rights and obligations of the Users and Draft in connection with the use of the Services.

Any log in to the Platform is subject to compliance with these terms and conditions.

### **3. REGISTRATION AND ACCEPTANCE OF THE T&Cs**

In order to be able to use the Platform, the User must have a Draft Account, whether provided by its company or whether created by itself.

To create a Draft Account, you can:

- click on "Get started" which appears in the middle of the home page after entering your e-mail address. You will then be asked to choose a password for the creation of your Draft Account;
- click on "Sign Up" in the top right corner of the home page. You will then be asked to enter your e-mail address and choose a password for the creation of your Draft Account.

After providing this information and clicking on "Create an account", the User will receive an e-mail confirming the creation of the Draft Account. This e-mail contains a link entitled "Confirm my e-mail" that the User must click on to reach the last step of the Draft Account creation process. At any time, you can go back and change your information.

Once the User has clicked on the link and confirmed for a second time its wills to create a Draft Account, the Draft Account is created.

The User is free to accept or refuse the T&Cs. However, refusal of the T&Cs will result to the non-authorization to use the Services provided by Draft.

### **4. PREREQUISITE**

The User acknowledges having the necessary and appropriate skills and Access Methods to access the Services. It acknowledges having the minimum hardware and software configuration required. It further acknowledges that it has secured the Access Methods that it uses, in particular by equipping it with an anti-virus program.

The User is responsible for its own personal use:

- of the Access Methods;
- and the knowledge necessary to use its Access Methods, as well as the Internet, the Platform, the Draft Account and more generally the Services.

### **5. ENTER INTO FORCE**

These T&Cs must take effect and become binding on the User as soon as they are accepted by the latter. Acceptance is granted by creating a Draft Account.

These T&Cs are concluded for an indefinite period of time.

## 6. DESCRIPTION OF THE SERVICES

Based on best efforts obligation, Draft provides you the Services as follows:

- a service allowing to access a Draft Account and to benefit from the related functionalities;
- a service allowing to upload, transfer, publish and distribute images, text, audio and video content in order to create a visual document ("Draft Content"). To this end, Draft proposes several categories and examples in the "Workflows" tab to help you conceive your ideal project:
  - Agile Project Management: story mapping, visual management boards, retrospective;
  - Product Management: product roadmap, customer journey mapping;
  - Everyday Knowledge Work: to-do list, visual summaries, collaborative brainstorming;
- a service for sharing Draft Content with third parties via an URL provided by Draft.
- a service allowing to exchange data and information, especially Draft Content, with third-party services and websites, as listed in the Platform documentation.

Depending on the type of subscription you have chosen (Free Subscription, Pro Subscription or Team Subscription), Draft provides you with specific Services.

## 7. PROVISION OF SERVICES

Draft makes available to Users, the Platform and the Services described in Article "Description of Services" according to the subscription chosen (Free Subscription, Pro Subscription or Team Subscription).

Draft makes its best efforts to ensure that the Platform is available and that the functionalities enabling you to create and share Draft Contents work correctly. In this respect, Draft makes its best efforts to ensure that the Platform and the Services are available 24 hours a day and 7 days a week, except in the event of Force Majeure or unpredictable and insurmountable behaviour of a third party, unavailability due to the weakness or absence of coverage of Internet access networks by the User's access provider or in the event of breakdowns and maintenance interventions and updates necessary for the proper functioning of the Platform and the provision of the Services.

## 8. USER'S OBLIGATIONS

Users agree not to:

- modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks;
- use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights;
- use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
- use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
- attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Services; except in cases authorized by the French Intellectual Property Code;
- use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory;
- use the Services to store or transmit any "protected health information", as defined in the applicable data protection regulation.

- use the Services to post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software (“**Malicious Software**”);
- use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or
- use, or attempt to use the Services in violation of these T&Cs. Without prejudice to any of its other rights, Draft reserves the right, at its reasonable discretion, to suspend temporarily your access to and use of a Service if it suspects or detects any Malicious Software connected to your Draft Account or relating to your use of a Service.
- use the Services from a mobile device but only through the last released version of Microsoft Edge, Mozilla Firefox, Google Chrome, Apple Safari or Brave Browser.

In general terms, the User shall refrain in any manner whatsoever from being or attempting to be the author of a positive act or omission likely to cause or causing prejudice of any kind whatsoever to Draft, and more generally to any third party.

## 9. PROHIBITED USE OF THE SERVICES

When using the Services, the User shall refrain in particular, in any manner whatsoever, from:

- misappropriate or attempt to misappropriate all or part of: the Draft Account, the Platform, the Services, or any other element to which the User would have access, for purposes other than those for which they are intended,
- attempt to carry out or implement any action, in any manner whatsoever, of a fraudulent and/or illicit nature, for example:
  - attempt to make or make, directly or indirectly, a fraudulent and/or illicit use of all or part of: the Draft Account, the Platform, the Services, or any other element to which the User would have access,
- give a third-party access to all or part of: the Draft Account, the Platform, the Services or any other element to which the User would have access,
- exploit, commercialize all or part of: the Draft Account, the Platform, the Services or any other element to which the User would have access, in any way whatsoever, for example in the form of a license, rental, or resale,
- attempt to copy or copy all or part of the Platform, (in particular, by using a software enabling to extract all the information contained in a website), in any manner whatsoever, without the prior written authorization of Draft,
- engage in any activity or incite a third party to engage in any illegal activity or any other activity that would infringe the rights of Draft and/or more generally of any other third party,
- communicate to Draft false, usurped, erroneous, not updated or out-of-date contact information, by any means whatsoever, and in particular via the Draft account creation form on the Platform.

## 10. CONTENTS

### 10.1 Users' liability as the publisher of their User-Contents

Draft allows Users to write, create and reproduce User-Content (audio, video, written) that may be made available to the public via URLs or third-party website or services.

As a consequence, according to the Article 6-III of French Law No. 2004-575 of 21 June 2004 *on confidence in the digital economy*, the User is defined as a “publisher” for all content it creates and

publishes when using the Services and when this content is available to other users and/or the public via the Platform or third-party website or services.

The User certifies that the User Content that it publishes is truthful.

The User is solely liable for its User Content and any consequences related to its creation, deletion, change, transfer or uploading to the Platform or third-party services or websites.

The User is informed that should the User publishes User Content that is illegal and/or does not comply with these T&Cs, and/or legislation, and/or regulations, Draft reserves the right, on notification of a third party, to:

- verify, check, delete, or block access the disputed User Content via the Platform;
- and/or suspend and/or remove the access to the Platform of the User which is the publisher of the disputed User-Content;
- terminate these T&Cs.

## 10.2 Draft's liability as a webhost provider for User Content

Draft is a “webhost” for the User Content as defined by Article 6-II of French Law No. 2004-575 of 21 June 2004 *on confidence in the digital economy*.

Consequently, Draft cannot be held liable for the User Content in any manner.

Any User who finds illegal User Content undertakes to notify Draft as soon as possible.

Any notification (hereinafter "**Notification**") shall be sent by registered letter with a delivery receipt addressed to Draft, at its registered office as indicated above, and must include:

- the Notification date;
- if the notifier is a private individual: its surname, forenames, profession, address, nationality, date and place of birth. If the requester is a legal entity: its legal status, denomination, head office and the body which represents it for legal purposes;
- the company name and head office of the recipient of the Notification, in this case Draft;
- a description of the facts at issue and their precise location on the Platform;
- the reasons for which the content should be removed, including a reference to the legal provisions and supporting evidence;
- a copy of the correspondence sent to the author or publisher of the information at issue asking for it to be suspended, removed or changed, or proof that this author or publisher could not be contacted.

This Notification must be backed up by sending an e-mail to: [hi@draft.io](mailto:hi@draft.io) or a message sent to Draft via the Platform by clicking on “Contact us”. Both must include the list of information aforementioned.

The User is informed that Draft cannot be deemed to have received the Notification unless all of the above information is included in the Notification.

Following a Notification, Draft may:

- verify, check, delete and block the disputed User Content and/or;
- suspend and/or block access to the Platform for the User which is the author of the disputed User Content and/or;
- terminate these T&Cs entered with the User involved in the dispute.

The User is informed and accepts that Draft shall be solely responsible for defining any measures to be implemented following a Notification, and that it cannot be held liable for any measures implemented or not implemented, following a Notification.

## **11. DRAFT'S LIABILITY FOR THIRD PARTY SERVICES**

### **11.1 Jira Software**

Draft allows you to use Jira Software of Atlassian editor in connection with your use of the Services. Draft cannot guarantee the continued availability of Jira Software and may cease enabling access to Jira Software at any time without prior notice. The terms of the following "Liability exclusion relating to third party websites and services" Section will apply to the use of Jira Software.

### **11.2 Liability exclusion relating to third party websites and services**

The Platform may contain links to third-party websites and services that are not owned or controlled by Draft. When you use these third party websites and services, be advised that your access and use of such third party websites and services are governed solely by the terms and conditions of such third party, and Draft does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such third party websites and services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Service Data) or any interaction between you and the provider of such third party websites and services.

Draft cannot guarantee the continued availability of such third-party websites and service features and may cease enabling access to them at any time without justification. Draft is also entitled to make available new third party websites and services at any time in connection with your use of the Services.

You irrevocably waive any claim against Draft with respect to such third-party websites and services. Draft is not liable for any damage or loss caused by or in connection with your access or use of any such third-party websites and services, for example with regards to privacy or data security policies of such third-party websites and services.

Before accessing these services and visiting these third-party websites, Draft advises you to read their respective terms and conditions and privacy policies.

## **12. DATA SECURITY AND PRIVACY**

### **12.1 Logins security**

You are solely responsible for maintaining the confidentiality of your Login to access your Draft Account and you agree to implement all measures to ensure the security and confidentiality of such Login.

You will not share your Login with third-parties.

### **12.2 Setting up properly your Draft Account**

You are also responsible to define and check the appropriate settings regarding the publicity/privacy of each document you create using the Services.

The settings have to be designated by the User using its Draft Account. For clarification purposes, the publicity/privacy settings have the following consequences:



- (i) a public document can be viewed by other users of the Services who have the URL link to this document;
- (ii) a public document embedded into third-party websites can be viewed by anybody;
- (iii) a private document can be viewed and used only by users of the Services who are granted access to this document by the User.

### **13. BETA SERVICES**

Draft may possibly make Beta Services available to the Users free of charge.

You may choose to try such Beta Services at your sole discretion. Beta Services are intended for evaluation purposes and not for production use, and you could not be supported in case of problem (even for a Pro Subscription and a Team Subscription).

Beta Services are not considered as “Services” under these T&Cs. However, all restrictions, Draft’s reservation of rights and your obligations concerning the Services will apply equally to your use of Beta Services.

Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or on the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation.

Draft may discontinue Beta Services at any time at its sole discretion and will remain free to never make them generally available. Draft will have no liability for any harm or damage arising out of or in connection with a Beta Service.

### **14. T&CS ADMENDMENTS**

Draft reserves the right, at its sole discretion, to amend or replace these T&Cs at any time. In the event of an amendment, Draft will inform you by e-mail.

You must accept the modified T&Cs the next time you log in to the Platform if you wish to continue using the Services.

### **15. LIABILITY AND WARRANTIES**

Draft may only be held liable in the event of proven misconduct, within the limits set out below.

As a reminder, Draft and the User have agreed that Draft’s obligation for the provision of the Services is a best-efforts obligation.

This "Liability and Warranties" article remains in full effect and survives any invalidity, nullity or termination of these T&Cs, for whatsoever reason.

#### **15.1 Liability disclaimer**

##### **a) Access by a third-party to the Draft Account**

The User is solely liable for any third party’s use, which could be fraudulent or not, of its Access Methods, its Login and of the Services as well as the actions carried out from the Draft Account.

**b) Use of the Platform, Draft Account and the Services by the User**

Draft is not liable, in particular, for:

- difficulties in accessing or log in to all or part of: the Platform and/or the Draft Account, and/or the Services,
- unavailability, temporary malfunctions affecting in whole or in part: the Platform and/or the Draft Account, and/or the Services,
- the temporary suspension of all or part of: the Platform and/or the Draft Account, and/or the Services,
- any modification affecting the access to all or part of: the Platform and/or the Draft Account, and/or the Services,

and this, for any reason whatsoever, and in particular in the event of updates and/or corrective maintenance of all or part of the Platform and/or the Draft Account, and/or the Services.

**c) Issues affecting the User's Access Methods**

Users acknowledge and agree that Draft is not liable for:

- any failure;
- any defect;
- any non-compliance;
- any anomaly;
- any error;
- any malfunction;

affecting the User's Access Methods.

**d) Issues affecting the communication and telecommunication networks**

Users acknowledge and agree that Draft is not liable for:

- any failure;
- any defect;
- any non-compliance;
- any anomaly;
- any error;
- any malfunction;

affecting the communication networks, in particular the communication and telecom networks allowing the User to connect to the Platform and/or to its Draft Account, and/or to use the Services.

**15.2 Guarantees****a) No guarantees granted by Draft**

Draft does not grant any warranties of any nature whatsoever, either directly or indirectly related to the Services.

Draft does not grant any warranties of any nature whatsoever, directly or indirectly related to access and/or use:

- of the Platform
- and/or Draft Account,
- and/or Services,

by the User.

All guarantees, of any nature whatsoever, in particular regarding:

- updates;
- stability;
- reliability;
- interoperability;
- security;
- compatibility;
- integrity;
- performance

with respect to the Platform and/or the Draft Account and/or the Services are excluded from these T&Cs.

Draft is not liable, in any manner whatsoever, for direct or indirect damage, regardless of the causes, origins, nature or consequences, such as, in particular, damage of any nature whatsoever, including physical, material, immaterial, financial, loss of opportunity, lost profits, which could be endured by the User as a result of a fact or an act for which it is stipulated in the present article "Liability and guarantees", that Draft is not liable.

Draft is not liable, in any manner whatsoever, for direct or indirect damage, regardless of the causes, origins, nature or consequences, such as, in particular, damage of any nature whatsoever, including physical, material, immaterial or financial damage, loss of opportunity, loss of earnings, which could be endured by the User due to:

- the use of the Platform and/or the Draft Account, and/or the Services,
- the impossibility for the User to access the Platform and/or the Draft Account, and/or the Services.

#### **b) User Warranties**

The User warrants compliance with these T&Cs, and in particular compliance with the article "Users' Obligations" and the article "Prohibited Uses of the Services", throughout the entire period of execution of these T&Cs.

The User undertakes to comply with all laws, regulations and procedures that apply to it, taking into account its place of connection or place of residence, both with regard to access to the Platform and use of the Services.

## **16. SUSPENSION AND TERMINATION**

### **16.1 Suspension**

Draft reserves the right to restrict functionality or suspend the Services (or any part thereof), and/or your Draft Account if Draft detects that you have infringed your obligations provided in these T&Cs.

### **16.2 Termination from Draft**

Draft reserves the right to terminate or suspend your Draft Account, immediately, without notice or liability, for any reason, including, without limitation, if you fail to comply with the T&CS.

In the event of termination, your right to use the Services will cease immediately.

### **16.3 Termination from Users**

If you have a Free Subscription, you are free to terminate your subscription and delete your Draft Account at any time.

The terms to delete your Draft Account are different depending on the type of subscription you have chosen:

- If you chose the Free Subscription: You can delete your Draft Account by reaching Draft's commercial service unit by sending an e-mail to [hi@draft.io](mailto:hi@draft.io). Deletion of your Draft Account will automatically result in the termination of these T&Cs.
- If you chose the Pro Subscription: You can delete your Draft Account by reaching Draft's commercial service unit by sending an e-mail to [hi@draft.io](mailto:hi@draft.io). However, you will be able to terminate your subscription to the Services only under the conditions provided in the T&C of sale.
- If you chose the Team Subscription: Draft invites you to contact your company to find out the conditions for terminating your Draft Account.

## 17. INTELLECTUAL PROPERTY

### 17.1 Protection of the Platform and its contents

Users chose to enter into a contract with Draft due to the originality of its Platform and what it contains.

Users therefore acknowledge that the following components are protected by Intellectual Property rights, including but not limited to:

- the Platform, which includes in particular:
  - its architecture;
  - its interface;
  - its graphic charter;
- all its contents, including in particular:
  - Software;
  - Databases, as well as their interface, structures, filter systems, data;
  - Design and models
  - Works (objects made available by Draft on the Platform, texts, graphics, logos...);
  - Trademarks, company names, trade names;

The components listed above are hereinafter referred to as "**Protected Elements**".

**Prohibitions:** Except when the User is the holder of the Intellectual Property right related to the Protected Element concerned, the User is specifically prohibited from (without this list being exhaustive):

- reproducing, copying, modifying, creating a derivative work, assembling, recreating, distributing, presenting, representing, disseminating, publicly displaying, transferring, transmitting, publishing, selling, assigning, sub-licensing, making available to a third party, commercializing, in any manner whatsoever, all or part of Protected Elements,
- reverse engineering, decompiling, adapting, translating, arranging, disassembling or otherwise attempting to discover the source code of Protected Elements,
- modifying, altering, all or part of Protected Elements with a view, in particular, to obtaining unauthorized access to the Services and to accessing the Platform by any means other than the Draft Account connection interface that is provided to the User by Draft via the Platform for this purpose.

## 17.2 Protection of Communication Tools

The Platform contains Communication Tools belonging to Draft.  
The User acknowledges Draft's rights over its Communication Tools.

The User acknowledges in advance that any violation of the following articles:

- "Protection of the Platform and its contents",
- and/or "Protection of Communication Tools",

constitute (according to the circumstances and any additional contractual breaches), an infringement and/or an act of unfair competition and/or an act of free-riding causing serious damage to Draft, in particular in terms of damage to image, loss of clientele, loss of turnover, and is liable for these acts.

## 17.3 Databases protection

Databases are protected by copyright, in particular as Protected Elements.

The User acknowledges the extent of the investments made by Draft to develop its Databases.

The User acknowledges that Draft took the initiative to create and develop its Databases.

The User acknowledges that as an author of Databases of an original nature, Draft is also a producer of Databases and hold the rights granted to it under the French Intellectual Property Code.

In its capacity as producer of Databases, Draft in principle prohibits the User, who accepted it, from:

- (i) Extraction, by permanent or temporary transfer of all or part of a qualitatively or quantitatively substantial part of the content of the Databases to another medium, by any means and in any form whatsoever;
- (ii) Reuse, by making available to the public all or part of a qualitatively or quantitatively substantial part of the content of its Databases, in any form whatsoever;
- (iii) Recurrent and systematic extraction or reuse of qualitatively or quantitatively non-substantial parts of the content of the Databases beyond the normal conditions of use of these Databases.

## 18. PERSONAL DATA

Draft undertakes to protect personal data provided by Users in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR).

To do so, Draft uses, among other things, HTTPS protocol with TLSv1.2 or higher in transit and AES 256 at rest.

For more information, please refer to the Privacy Policy by clicking on the "Privacy" tab at the bottom of the home page.

## **19. DISPUTE RESOLUTION**

In the event of a dispute between a User and Draft, the User and Draft undertake to seek an amicable resolution.

**For any complaint**, the User may contact Draft:

- by email: [hi@draft.io](mailto:hi@draft.io);
- by mail: Draft SAS, 3 rue de l'Ouche Brûlée, 44118, La Chevrolière, France.

## **20. AUTONOMY OF PROVISIONS**

If any provision in these T&Cs is held by a court of a competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these T&Cs will remain in effect.

## **21. ASSIGNMENT/TRANSFERT OF THESE T&CS BY Draft**

The User expressly agrees in advance to any assignment or transfer by Draft of these T&Cs, to the assignee of its choice, in the event of transfer of all or part of the shares of Draft in any manner whatsoever, for example by acquisition, merger, absorption, assignment. Said assignment or transfer having no consequences for the User on the conditions of provision of the Services.

## **22. DRAFT'S CONTACT INFORMATION**

In case of questions or any issues, you can contact Draft:

- at the following e-mail address: [hi@draft.io](mailto:hi@draft.io);
- directly on the Platform by clicking on the "Help" tab when you are creating Draft Contents;
- by clicking on "Contact Us" at the bottom of the home page.