



## LEGAL INFORMATION

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**Date of last amendment: 04/04/2024**

This website is published, operated and hosted by the company **APP SOLUTIONS, a French company(hereafter referred to as “EVIDENCY”)**, identified under **SIREN 519136170**, whose registered office is located at **25 rue de la Plaine – 75020 Paris – FRANCE**, represented by **Mr. Philippe THOMAS** in his capacity as Chief Executive Officer, and can be reached at the e-mail address [contact@Evidency.io](mailto:contact@Evidency.io) or by telephone at +33 1 43 59 60 61.

The VAT number is **FR93519136170**.

## PRIVACY POLICY FOR THE WEBSITE

This privacy policy defines how EVIDENCY uses and protects the information, including personal data, transmitted by the User when using the website [www.evidency.io](http://www.evidency.io) (hereinafter referred to as the “Data”).

EVIDENCY respects the User's will to protect their Data. When using the website, the User may be required to provide certain information that allows them to be identified directly or indirectly. This information will be used in accordance with this privacy policy and for the processing purposes agreed to by the User.

### 1. Identity and contact details of the controller

The controller is the company **APP Solutions (hereafter referred to as “EVIDENCY”)**, a French company, identified under **SIREN 519136170**, whose registered office is located at **25 rue de la Plaine – 75020 Paris – FRANCE** and can be reached at the e-mail address [contact@Evidency.io](mailto:contact@Evidency.io) or by telephone at +33 1 43 59 60 61.

The controller's representative is **Mr. Philippe THOMAS**, in his capacity as legal representative of the company **APP Solutions**.

### 2. Data collection

The controller may collect a certain amount of personal data provided by the User through the use of the contact form on the website.

By using the contact form, the User is asked to fill in:

FirstName

- Surname
- E-mail address;
- Mobile number
- Job title
- Company name
- Country.

Some information, indicated by an asterisk, is mandatory and necessary only for the processing of the User's request. The absence of a response to a mandatory field is likely to compromise the processing of the User's request.

### **3. Processing purposes**

The information collected on the contact form and transmitted directly by the User is recorded in a computer file by the controller for the processing of the information requested.

The Data may also be used to send e-mails for information and/or commercial prospecting purposes during the Data retention period provided for in Article 5 - "Data retention period" provided that:

- the User has agreed to this by clicking the box "I agree to receive information and offers from EVIDENCY" located at the bottom of the form or;
- the request for information relates to one or more services of the company EVIDENCY and/or the sending of a quote.

### **4. Legal basis for processing**

If the request relates to the services offered by EVIDENCY, the legal basis for the processing is the legitimate interest of EVIDENCY.

By checking the box "I agree to receive information and offers from EVIDENCY," the User has consented to receive commercial prospecting from the company EVIDENCY. The legal basis for this processing is therefore consent.

The User is hereby informed that they may, at any time, object to the use of their Data and/or withdraw their consent (see Article 7 - "Users' Rights"), provided that such use is not necessary for the performance of a contract concluded with the company EVIDENCY.

### **5. Data retention period**

Data collected via the contact form on the website are kept for a period of three (3) years from the date of the last contact from the person who filled in the form.

The User may withdraw their consent to have their Data stored for a period of three (3) years under the conditions provided for in Article 7 – "Users' rights".

During this period, the company EVIDENCY undertakes to implement all necessary measures to ensure the confidentiality, integrity and security of the Data, in order to prevent, in particular, access by unauthorized third parties.

### **6. Recipients and data transfer**

Data is transmitted to the relevant departments of the company EVIDENCY in order to ensure that they are processed only for the purposes intended and consented to by the User.

The company EVIDENCY undertakes not to sell the personal data collected and not to transfer the Data outside the European Union. In the event that the company EVIDENCY uses a processor to transfer data outside the European Union, it undertakes to ensure that this processor provides sufficient guarantee regarding the implementation of appropriate technical and organizational measures.

## **7. Users' rights**

In accordance with the General Data Protection Regulation, the User has the right to access, rectify, delete and make objections to their Data, the right to restriction of processing and the right to the portability of all Data concerning themselves.

In this context, the User may exercise their rights by sending an e-mail to the following address: [contact@Evidency.io](mailto:contact@Evidency.io) or by clicking on the unsubscribe link available at the bottom of an information e-mail sent by the data controller to the User.

**Last modified 01/03/2024**

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# SERVICES AND PLATFORM USER AGREEMENT

## PREAMBLE

These terms and conditions of this Services and Platform User Agreement (the “Platform User Agreement”) create a contract between anyone using (“**User**” or “**you**”) the internet platform of APP Solutions (“**EVIDENCY**”), a French company identified by the number **SIREN 519136170**, having its principal place of business at **25 rue de la Plaine – 75020 Paris – FRANCE** (collectively the “**Parties**” and individually the “**Party**”). Please read the Platform User Agreement carefully. To confirm your understanding and acceptance of the Platform User Agreement, click “I accept.”

Access to the EVIDENCY Platform (defined below) and use of the services, including content, data, analytics, reports, components, products, support, developments, implementations, and related materials provided via the EVIDENCY Platform or through another media, such as API, email or cloud services depending on the product or service including, but not limited to Timestamping, Electronic Seal, Archive and other services provided by EVIDENCY (collectively, the “**Services**”) constitutes your consent to enter into and be legally bound by this Platform User Agreement, the documents referenced herein, EVIDENCY’s posted rules and policies, and to make transactions electronically.

YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PLATFORM USER AGREEMENT AND THAT YOUR AGREEMENT SHALL BE DEEMED RENEWED EACH TIME YOU ACCESS AND USE THE EVIDENCY PLATFORM AND SERVICES PROVIDED THERE THROUGH. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY, WHERE APPLICABLE, FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL TRANSACTIONS YOU ENTER INTO ON THE EVIDENCY PLATFORM AND ALL USE OF THE SERVICES, INCLUDING NOTICES OF CANCELLATION, SERVICES, POLICIES, CONTRACTS, AND DATA.

In order to access and use the EVIDENCY Platform and Services you may be required to have certain hardware, software and Internet access (fees may apply), which are your sole responsibility. Our Services’ performance may be affected by these factors.

## ARTICLE I - PURPOSE

The purpose of this Platform User Agreement is to define the general terms and conditions applicable to EVIDENCY’s internet platform (the “**EVIDENCY Platform**”) which permits access to and, where applicable and at your option, use of the Services. The platform includes [Evidency.io](https://evidency.io) and any other website operated by EVIDENCY.

The Platform User Agreement, the Terms of Use specific to the Service used, the possible service order(s) referring to it (“**Service Order**”) as well as the service terms negotiated between

the Parties (the "**Service Terms**") constitute the entirety of the commitments existing between the Parties (the "**Agreement**").

The Agreement is made up of the following contractual documents presented in order of decreasing legal precedence:

- the Service Order(s) and its Service Terms, if any;
- the Terms of Use specific to each Service;
- the present Platform User Agreement.

If any inconsistency is found among one or more provisions in any of these documents, the document of higher precedence shall prevail.

The Platform User Agreement and the Terms of Use of each Service can only be modified by the provisions of the Service Terms negotiated between the Parties.

## **ARTICLE 2 - DEFINITIONS**

**"Account"** means the account registered by User at the EVIDENCY Platform in order to have access to and, where applicable and at the User's option, use of the Services.

**"Agreement"** means the entirety of the commitments existing between the Parties, namely the Platform User Agreement, the Terms of Use specific to the Service ordered, the possible Service Order(s) and Service Terms.

**"Archive" means** the long-term storage and preservation of electronic records, documents, and data for future reference, compliance, and historical purposes. Digital archives utilize various technologies and strategies to ensure the integrity, accessibility, and longevity of archived data.

**"Client"** means any natural person or legal entity with the authority to and that has purchased any EVIDENCY Services. Client may be a Supplier, a Client Beneficiary, a Representative, a Software Supplier, an agent etc.

**"Representative"** means any agent, consultant, advisor, legal counsel or other representative of the Client or Client Beneficiary.

**"Contributions"** means any input and/or suggestion of input of different questions, recommendations, responses, weight of impact of questions or responses, requests for documents and information, as well as any other modification to EVIDENCY's Services by a User, and notably a Representative.

**"Confidential Information"** means all proprietary or confidential material or information disclosed orally or in writing by the disclosing party to the receiving party, that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure, provided that Confidential Information shall not include any information or material that: (i) was or becomes generally known to the public without the receiving party's breach of any obligation owed to the disclosing party, (ii) was or subsequently is independently developed by the receiving party without reference to Confidential Information of the disclosing party, (iii) was or subsequently is received from a third party who obtained and disclosed such Confidential

Information without breach of any obligation owed to the disclosing party, or (iv) is required by law to be disclosed (in which case the receiving party shall give the disclosing party reasonable prior notice of such compelled disclosure and reasonable assistance, at disclosing party's expense, should disclosing party wish to contest the disclosure or seek a protective order).

**“Data”** means services, content, data, and applications from third parties that may be included in certain content and services available via the EVIDENCY Platform and Services.

**“Electronic Seal”** also known as a digital seal or digital signature seal, is used to authenticate the origin and integrity of electronic documents or data.

**“Fee(s)”** means the fees EVIDENCY may charge for Services accessed through the EVIDENCY Platform.

**“Privacy Policy”** means the terms which set out how EVIDENCY collects and processes a User’s personal data as well as the User’s rights regarding such processing, available at <https://Evidency.io/legal-information>.

**“Product Analyses”** means the analyses made by EVIDENCY by (i) compiling statistical and other information related to the performance, operation and use of the EVIDENCY Platform or Services, and (ii) using and sharing data from the EVIDENCY Platform or Services, in aggregated form to create statistical analysis for research and development purposes.

**“Rules”** means the French regulations.

**“Service Order”** means an order form describing Services to be provided to Client pursuant to these terms and conditions.

**“Service Terms”** means the specific terms and conditions for the purchase of a Service agreed between EVIDENCY and the Client.

**“Timestamping”** means a technical process by which it is possible to certify, by a timestamping token, that a document existed at a given time.

**“User”** means anyone using the EVIDENCY Platform.

**“User Content”** means the data, documents, files, comments and other materials that the User inputs, uploads, modifies or otherwise makes available in the EVIDENCY Platform.

### **ARTICLE 3 - PAYMENT TERMS**

Access to the EVIDENCY Platform itself is free. However, EVIDENCY may charge a fee for Services accessed through the EVIDENCY Platform (**“Fee”**), and you shall at your sole discretion decide whether to subscribe to any Services. If you subscribe to any Services for which a fee is charged, you agree to pay all such fees and all taxes related thereto.

EVIDENCY reserves the right to increase the Fees by up to three (3) percent annually.

All Fees are non-refundable. All charges for Services are net of applicable taxes, including sales, licenses, any applicable withholding taxes, and bank charges. Should any taxes be withheld, the

Fees will automatically be increased so that the amount effectively paid is the exact amount as stated on the invoice.

All Fees are paid in advance unless otherwise agreed to by EVIDENCY.

#### **ARTICLE 4 - EVIDENCY PLATFORM SECURITY**

EVIDENCY will use reasonable efforts to provide 24-hour availability of the EVIDENCY Platform. However, EVIDENCY makes no representation or warranty that the Services will be available on a 24-hour basis. The Parties acknowledge that the EVIDENCY Platform and Services will, at times, be unavailable due to regularly scheduled maintenance, service upgrades or other mechanical or electronic failures. EVIDENCY reserves the right to change or discontinue the EVIDENCY Platform and Services in its sole discretion without notice, liability or refund.

EVIDENCY will use its best efforts to make the EVIDENCY Platform secure from unauthorized access. The EVIDENCY Platform requires industry standard 128 bit encryption on all communications between the User's end user device and the solution server. The EVIDENCY Platform server operating system and applications software will be updated and virus-scanned regularly. However, the Parties recognize that no completely secure system or electronic data storage transfer has yet been devised. EVIDENCY makes no warranty, express or implied, regarding the efficacy or the security of the EVIDENCY Platform and shall never be liable for any claimed direct, actual, indirect, incidental or consequential damages arising from any breach or alleged breach of security of the EVIDENCY Platform.

#### **ARTICLE 5 - EVIDENCY PLATFORM AVAILABILITY**

EVIDENCY reserves the right to change or discontinue the EVIDENCY Platform and Services including Data in its sole discretion without notice, liability or refund.

#### **ARTICLE 6 - USE OF EVIDENCY PLATFORM AND SERVICES**

You are granted a nonexclusive, nontransferable, revocable, limited license to access and use the EVIDENCY Platform and Services solely as provided in this Agreement. Any other use of the EVIDENCY Platform or Services is a violation of this Agreement and may constitute one or more instances of copyright infringement. EVIDENCY reserves the right to modify this Agreement at any time. Your use of the EVIDENCY Platform and Services may be controlled and monitored by EVIDENCY for compliance purposes, and EVIDENCY reserves the right to enforce this Agreement without notice to you. You acknowledge that, because some aspects of the EVIDENCY Platform and Services entail the ongoing involvement of EVIDENCY, if EVIDENCY changes any part of or discontinues the EVIDENCY Platform, which EVIDENCY may do at its election, you may not be able to use the EVIDENCY Platform and Services to the same extent as prior to such change or discontinuation, and that EVIDENCY shall have no liability to you in such case.

#### **ARTICLE 7 - THIRD-PARTY CONTENT AND USER CONTENT**

Certain content and services available via the EVIDENCY Platform and Services may include services, content, data, and applications from third parties (the “**Data**”). EVIDENCY may also provide links to third-party websites as a convenience to you. You agree that EVIDENCY is not responsible for the content or accuracy of Data or any services provided by third parties, and EVIDENCY does not warrant and will not have any liability or responsibility for any Data including

for any materials, data, content, products, or services of third parties. You agree that you will not use any Data in a manner that would infringe or violate the rights of any other party and that EVIDENCY is not in any way responsible for any such use by you.

The use of Services on the EVIDENCY Platform will involve your inputting, uploading, modifying or otherwise making available data, documents, files, comments and other materials (“**User Content**”). You are solely responsible for your User Content. Without limiting the foregoing, you will ensure that:

1. The provision of your User Content on the EVIDENCY Platform has been approved by an authorized officer at your organization and by the owners of such content;
2. Your User Content does not contain any content that could be reasonably viewed as false, offensive, indecent, defamatory, libelous, harassing, threatening or otherwise harmful;
3. Your User Content, and the provision of it by you on the EVIDENCY Platform, does not violate any laws, rules, regulations or professional standards that are applicable to you or the organization that you represent, including any third-party privacy right, or third-party copyright, trademark or other intellectual property right.

You grant EVIDENCY the non-exclusive and royalty-free right, on a world-wide basis, to host, store in cache-mode, process, reproduce, and display the User Content for the purposes of providing the Services and you warrant and represent that you have all the rights and authorizations that are necessary to use the User Content for purposes of the Service, and that you can freely grant the above license rights.

For the avoidance of doubt, you acknowledge that the business of EVIDENCY involves the aggregation and re-use of data and statistics including for benchmarking purposes. You acknowledge that EVIDENCY is entitled to use aggregated data and statistical results for its own purposes and for the provision of services to other parties provided that such data and results do not identify and are not referable back to you. Upon creation, EVIDENCY will be the owner of such aggregated and/or anonymized data and may copy, commingle, and use such data, in EVIDENCY’s sole discretion, for any lawful purpose. EVIDENCY may also (i) compile statistical and other information related to the performance, operation and use of the EVIDENCY Platform or Services, and (ii) use and share data from the EVIDENCY Platform or Services, in aggregated form to create statistical analysis and for research and development purposes (“**Product Analyses**”). EVIDENCY retains all intellectual property rights in Product Analyses.

## **ARTICLE 8 - RESTRICTIONS ON USE**

Violations of this Agreement or of our system or network security may result in the permanent revocation of your right to access the EVIDENCY Platform and/or Services, and civil or criminal liability. Except as otherwise expressly permitted:

- (1) You shall be authorized to use the EVIDENCY Platform and Services for internal business use only.
- (2) If you are a Representative or Client Beneficiary, you acknowledge that access to the Assessed Company information is provided on a confidential basis and that you will use such information as authorized by the Assessed Company.



(3) You shall not use any system, device or program to (A) acquire, copy or monitor any portion of the EVIDENCY Platform, Services, Data or any content thereof, or (B) interfere or attempt to interfere with or disrupt the EVIDENCY Platform, Services or Data.

(4) You shall not attempt to gain unauthorized access to the EVIDENCY Platform, Services or Data or any Accounts related thereto.

(5) You shall not test, probe the vulnerability of, or attempt to trace or obtain any information on other users, data or information transmitted through the EVIDENCY Platform.

(6) You shall not use the EVIDENCY Platform for any unlawful or prohibited purpose.

(7) Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is prohibited.

(8) You shall not, directly or indirectly, make any misrepresentation while accessing or using the EVIDENCY Platform.

(9) You shall not, and shall not encourage or assist another to, violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the EVIDENCY Platform, Services or Data for any reason.

(10) You shall not access or attempt to access the Services by any means other than through the EVIDENCY Platform.

(11) You shall not access or attempt to access an Account that you are not authorized to access.

(12) You shall not modify the EVIDENCY Platform in any manner or form, or use modified versions of the EVIDENCY Platform for any purpose, including obtaining unauthorized access to the Services.

(13) Unless otherwise provided in a written agreement between you and EVIDENCY, you shall not modify, rent, lease, loan, sell, distribute, or create derivative works based on the EVIDENCY Platform and Services in any manner;

(14) You shall not exploit the EVIDENCY Platform and Services in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

(15) You shall not use the EVIDENCY Platform to damage, disable, or overburden EVIDENCY's servers or network or impair the EVIDENCY Platform or interfere with any other party's use of the EVIDENCY Platform.

## **ARTICLE 9 - PERSONAL DATA**

EVIDENCY undertakes to respect and to ensure respect for all persons under its control, all the legal and regulatory provisions relating to the protection of personal data and in particular the provisions of the general data protection regulation (EU) n° 2016/679 of April 27, 2016.

In the context of the use of EVIDENCY platform and the provision of Services, EVIDENCY undertakes to collect and process personal data concerning its Users in accordance with the Privacy Policy.

In accordance with the Privacy Policy, the User acknowledges that it can exercise its right of access, rectification, opposition, its right to erasure of data, to limitation of processing and to data portability, at any time, by sending an email to the following address: [privacy@Evidency.io](mailto:privacy@Evidency.io). The User undertakes to inform its employees and managers of the procedures for exercising these rights.

## **ARTICLE 10 - INTELLECTUAL PROPERTY**

You agree that the EVIDENCY Platform and Services, including but not limited to Data, Evaluation Reports, Audit Reports and the scripts and software used to implement the EVIDENCY Platform and Services, contain proprietary information and material that are owned by EVIDENCY and/or its licensors, and are protected by applicable intellectual property and other laws. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the EVIDENCY Platform and Services in compliance with this Agreement and any agreement that you may enter to access and use Data. No portion of the EVIDENCY Platform or Services may be reproduced in any form or by any means, except as expressly permitted in this Agreement. Notwithstanding any other provision of this Agreement, EVIDENCY, its licensors and third-party owners of Data reserve the right to change, suspend, remove, or disable access to the EVIDENCY Platform, the Services and/or EVIDENCY content, or other materials comprising a part of the EVIDENCY Platform or Services at any time without notice. In no event will EVIDENCY be liable for making these changes. EVIDENCY may also impose limits on the use of or access to certain features or portions of the Services, in any case without notice or liability. All copyrights in and to the EVIDENCY Platform and Services (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by EVIDENCY and/or its licensors and Data owners, who reserve all their rights in law and equity. THE USE OF THE EVIDENCY PLATFORM OR ANY PART OF THE SERVICES, EXCEPT FOR USE AS PERMITTED IN THIS AGREEMENT AND IN AGREEMENTS FOR DATA, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES. Trademarks, service marks, graphics, and logos used in connection with the EVIDENCY Platform and Services are trademarks or registered trademarks of EVIDENCY and its licensors. Other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of their respective owners. Except as otherwise expressly provided in an agreement, you are granted no right or license with respect to any of the aforesaid trademarks or any use of such trademarks.

Notwithstanding any User Content submitted, uploaded, or provided in furtherance of the Services which shall remain the sole property of the User, if the User provides any feedback, including recommendations and/or contributions for improvement to the Services, suggestions to modify, add, delete or change questions, recommendations, then EVIDENCY may use that information without obligation to User, and User irrevocably assigns to EVIDENCY all rights, title, and interest in that feedback. Such feedback relating to EVIDENCY Services shall become the sole property of EVIDENCY, without need for any specific action or notice or any consideration other than as provided for by this Agreement.

Notably, Representatives that may have access to EVIDENCY's, reports and other documents created by EVIDENCY and that may input and/or suggest the input of different requests for

documents and information, as well as any other modification to EVIDENCY's Services ("Contributions") irrevocably assigns to EVIDENCY all rights, title, and interest in these Contributions. Any Contributions or work relating to EVIDENCY Services shall become the sole property of EVIDENCY, without need for any specific action or notice or any consideration other than as provided for by this Agreement.

## **ARTICLE 11 - SUPPORTED BROWSER**

The EVIDENCY Platform is accessible using the most common internet browsers, except for old versions of such browsers. Should your browser not be supported, EVIDENCY shall advise you and indicate alternatives. EVIDENCY has no obligation to support any particular browser or any particular browser version.

## **ARTICLE 12 - LOGIN ACCOUNT**

### **12.1. Account Creation and Security**

Before you can access the EVIDENCY Platform you will need to create an account with EVIDENCY ("Account"). EVIDENCY will set up individual login accounts for those who request access to the EVIDENCY Platform. An email shall be sent to you enabling you to create a User password. You will be required to agree to the terms and conditions of this Agreement when setting up your Account. You may not create your password or set up your Account if you do not agree to these terms and conditions.

EVIDENCY may create multiple login accounts per User. In order to maintain security, you agree to designate a single individual (if a business, must be owner or officer of the business) as the authorized person to contact EVIDENCY to request different logins. You shall be responsible for Accounts including login accounts and for the actions and omissions of any and all of its users on the EVIDENCY Platform. All logins will be transmitted by email to users. Additional user requests must be in writing from the initial designee.

### **12.2. Termination of login Account**

You agree to immediately notify EVIDENCY's Platform administrator via email at **support@Evidency.io** when an individual account is to be terminated. EVIDENCY will make every effort to terminate access immediately. However, you cannot be assured that access has been terminated until you receive an email confirmation of termination.

## **ARTICLE 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

EVIDENCY does not guarantee, represent, or warrant that your use of the EVIDENCY platform and services will be uninterrupted or error-free, and you agree that from time-to-time EVIDENCY may remove any or all services for indefinite periods of time, or cancel the EVIDENCY platform and services or any part thereof at any time, without notice to you.

Notwithstanding any clause to the contrary, you expressly agree that your use of, or inability to use, the EVIDENCY platform and services, including data is at your sole risk. The EVIDENCY platform and services and all products and data delivered to you or accessed by you through the EVIDENCY platform and services are (except as expressly stated otherwise by EVIDENCY) provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose,

title, and noninfringement. because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you. you acknowledge that EVIDENCY obtains raw data from a variety of third parties and that such third parties make no representations and warranties in relation to the accuracy or completeness, or availability of such data. EVIDENCY does not warrant that the data it obtains from third parties is accurate and complete or that such third parties will continue to provide data to EVIDENCY.

Notwithstanding any clause to the contrary, in no case shall EVIDENCY, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of the EVIDENCY platform or services or for any other claim related in any way to the EVIDENCY platform or services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, or inability to use, any content (or product) posted, transmitted, or otherwise made available via the EVIDENCY platform or services, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, EVIDENCY liability shall be limited to the extent permitted by law.

You and EVIDENCY agree that, unless prohibited by law, any proceedings to resolve or litigate any dispute arising hereunder will be conducted solely on an individual basis, and that you will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you act or propose to act in a representative capacity. You further agree that, unless prohibited by law, no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of EVIDENCY and all parties to any such proceeding.

EVIDENCY shall use reasonable efforts to protect information submitted by you in connection with the EVIDENCY platform and services, but you agree that your submission of such information is at your sole risk, and EVIDENCY hereby disclaims any and all liability to you for any loss or liability relating to such information in any way, unless prohibited by law.

EVIDENCY does not represent or guarantee that the EVIDENCY platform or services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and EVIDENCY disclaims all liability relating thereto. You shall be responsible for backing up your own system, including any content, data or information accessed or obtained using the EVIDENCY platform and services.

## **ARTICLE 14 - WAIVER AND INDEMNITY**

By using the EVIDENCY platform and services, you agree, to the extent permitted by law, to indemnify and hold EVIDENCY, its present and future directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your access or use of the EVIDENCY platform, data and/or services, and any action taken by EVIDENCY as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from EVIDENCY or its present or future directors, officers, employees, affiliates, agents, contractors, or licensors as a result of its decision to remove or refuse to process any information or content, to suspend or terminate your access to the EVIDENCY platform, data, and/or services, or to take any other action during the investigation of a suspected violation or as a result of EVIDENCY conclusion that a violation

of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

## **ARTICLE 15 - DISPUTE RESOLUTION**

Except as expressly agreed in writing between the parties, this Agreement shall be construed and enforced exclusively in accordance with the internal law of France without giving effect to its principles of conflicts of law. Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved exclusively by the French Courts having jurisdiction in Paris, France.

EVIDENCY shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of EVIDENCY, such action is necessary or desirable. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

## **ARTICLE 16 - TERM AND TERMINATION**

This Agreement and Services may be terminated by either EVIDENCY or you with or without cause and with or without notice at any time; however, the warranty disclaimer and limitation on liability in Articles 13 and 14 and the dispute resolution provision in Article 15 shall survive any termination. If you fail, or EVIDENCY suspects that you have failed, to comply with any of the provisions of this Agreement, EVIDENCY, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination, and/or (ii) preclude access to the EVIDENCY Platform and Services (or any part thereof).

Unless otherwise specified in writing, services are subscribed to for two (2) years from date of the invoice for the service and are automatically renewed for an equivalent period of time unless terminated by the Client or EVIDENCY, such termination being notified via e-mail, return-receipt requested and acknowledgment of receipt obtained, at least ninety (90) calendar days before the expiration of the current period.

## **ARTICLE 17 - UNILATERAL RIGHTS**

EVIDENCY reserves the right to modify, suspend, or discontinue the EVIDENCY Platform and Services (or any part or content thereof) at any time with or without notice to you, and EVIDENCY will not be liable to you or to any third party should it exercise such rights.

## **ARTICLE 18 - CONFIDENTIALITY**

By virtue of this Agreement, the Parties may have access to information that is confidential to the other. Neither party shall use or disclose any Confidential Information of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written consent. Each party shall protect the other party's Confidential Information in a manner similar to its own Confidential Information of like nature (but in no event using less than reasonable care). In the event of an actual or threatened breach of a party's confidentiality obligations, the non-breaching party shall have the right, in addition to any other remedies available to it, to seek injunctive relief, it being specifically acknowledged by the breaching party that other remedies may be inadequate.

“Confidential Information” means all proprietary or confidential material or information disclosed orally or in writing by the disclosing party to the receiving party, that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure, provided that Confidential Information shall not include any information or material that: (i) was or becomes generally known to the public without the receiving party's breach of any obligation owed to the disclosing party, (ii) was or subsequently is independently developed by the receiving party without reference to Confidential Information of the disclosing party, (iii) was or subsequently is received from a third party who obtained and disclosed such Confidential Information without breach of any obligation owed to the disclosing party, or (iv) is required by law to be disclosed (in which case the receiving party shall give the disclosing party reasonable prior notice of such compelled disclosure and reasonable assistance, at disclosing party's expense, should disclosing party wish to contest the disclosure or seek a protective order).

## **ARTICLE 19 - TRADEMARKS AND PUBLICITY**

Unless otherwise requested in writing, the User hereby grants EVIDENCY the right to list User's trademarks, service marks and trade names or to otherwise refer to User in any marketing, promotional or advertising materials or activities in connection to the Services. EVIDENCY shall be able to issue a press release on the fact that User is a User of the EVIDENCY Platform. Further, User hereby consents that EVIDENCY may contact User from time to time to discuss EVIDENCY services, offer new services and provide support on services.

## **ARTICLE 20 - GENERAL PROVISIONS**

### **Article 20.1. Force Majeure**

Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a force majeure event, including acts of god, government, terrorism and other conditions beyond the reasonable control of the applicable party; provided that lack of funds shall not excuse Client's obligation to pay all Fees when due.

### **Article 20.2. Waiver**

The fact that one of the Parties has not required the application of any provision of this Agreement, whether permanently or temporarily, shall in no way be considered as a waiver of the rights of that Party arising from the said provision.

### **Article 20.3. Modification**

Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by EVIDENCY.

### **Article 20.4. Assignment and Transfer**

You may not assign or transfer this Agreement or any rights herein without the prior, written consent of EVIDENCY. EVIDENCY may assign this Agreement to any direct or indirect subsidiaries, or to any other third party.

### **Article 20.5. Headings**

In the event of difficulties in the interpretation of any of the headings or subheadings placed at the beginning of a provision, with any one of the provisions, the headings shall be declared null and void.

#### **Article 20.6. Severability**

If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions hereof, and the institution declaring the portion of this Agreement invalid shall be authorized to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

#### **Article 20.7. Notifications**

Any notice required to be given under this Agreement shall be in writing in French or English.

All notifications shall be delivered either by (i) personal delivery, (ii) sent by certified mail with acknowledgement of receipt, (iii) sent via nationally-recognized private express courier, or (iv) by email with acknowledgement of receipt to the address and attention of the addressee indicated above or to any other address communicated for this purpose by each of the Parties in Article 20.8.

Notices shall be deemed to have been received on the date of receipt if delivered personally or via email, or two (2) days after deposit via certified mail or express courier. Either party may change its address for purposes hereof by written notice to the other in accordance with the provision of this section.

#### **Article 20.8. Address for Service**

The addresses for the Parties shall be for User the address provided in the Account or any registered address and for EVIDENCY as indicated in its website.

#### **Article 20.9. Entire Agreement**

This Agreement sets forth the entire obligations of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, proposals and communications between the Parties, including any non-disclosure agreements, with respect thereto. No statement or representation that is not incorporated herein has been relied upon by a Party in agreeing to enter into this Agreement.

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# Timestamping

## Background

Timestamping is a means of attesting that a particular data item exists at a certain time. This is accomplished by associating a date and a time with an unequivocal representation of a data, for example a hash value. The guarantee of this association is provided by means of a timestamp which is an electronic certification that contains the following:

- Identifier of the timestamping policy under which the timestamp was generated;
- Hash value and the hash algorithm of the data that has been timestamped;
- UTC date and time;
- Identifier of the timestamp certificate that generated the timestamp (which also contains the name of the timestamping authority).

The timestamping token is issued by a timestamping authority under a timestamping policy.

EVIDENCY is a trademark of APP Solutions. The EVIDENCY Timestamping service is provided by APP SOLUTIONS.

## 1. General information

APP SOLUTIONS is the timestamping authority and issues qualified timestamping tokens that meet the requirements of Regulation (EU) No 910/2014 (eIDAS), and current ETSI standards: General Policy Requirements for Trust Service Providers (ETSI EN 319 401), Policy and Security Requirements for Trust Service Providers issuing Time-Stamps (ETSI EN 319 421) and other related standards, including the Référentiel Général de Sécurité (RGS).

**BY USING EVIDENCY'S TIMESTAMPING SERVICES YOU AGREE TO EVIDENCY/APP SOLUTION'S TIMESTAMPING POLICY, GENERAL TERMS AND CONDITIONS REGARDING TIMESTAMPING AND ALL OTHER RELEVANT APPLICABLE DOCUMENTS, AS WELL AS GOVERNING LAW AND JURISDICTION CLAUSES PROVIDED FOR IN THESE DOCUMENTS.**

All relevant documents are available in links indicated here:

### Time-Stamping Policies and Practice Statements

- Timestamping Policy and Statement of Timestamping Practices (in French) / 1.3.6.1.4.1.60053.2.1.1.1.1 / [Download](#)
- Timestamping Terms and Conditions (in French) / 1.3.6.1.4.1.60053.2.1.1.1.1 / [Download](#)
- Qualification decision by ANSSI / 1.3.6.1.4.1.60053.2.1.1.1.1 / [Download](#) (soon)

### Time-Stamping Unit Certificates

- TSU 01 20231005 / ec50157692c2d8a339b9a84a14a969b9f396e46cd033c36e94c113f7e87c9c84 / [Download](#)



- TSU 02 20231005 / e538a578c06db6c3983764218401dbc979953a84f14da84201e16936b273e24a / [Download](#)

## Certificate Policies and Practice Statements

- Time-Stamping CA Policy / 1.3.6.1.4.1.60053.1.2.1.1.1 / [Download](#)
- Root CA Policy / 1.3.6.1.4.1.60053.1.1.1.1.1 / [Download](#)

## CA Certificates

- TIMESTAMP CA / def00d67b0fe0958eb752f19c5933e07ec78eb832f090864e93219e234395ffb / [Download](#)
- ROOT CA / 9e40b2e79476098b256524fb4f7e04dd9b2f53b8fe9f0a42c049dabad6d5e1a4 / [Download](#)

Notably, APP SOLUTIONS' documents and links are:

- Time-Stamping Policy and Statement of Time-Stamping Practices: <https://ts-pub.vaultium.com/policies/FR-PH-v1.4.pdf>
- Time-Stamping Terms and Conditions of Use: <https://ts-pub.vaultinum.com/policies/FR-CGUH-v1.1.pdf>
- Time-Stamping CA Certification Policy : <https://ts-pub.vaultinum.com/policies/FR-PC-ACH-v1.2.pdf>
- Root CA Certification Policy : <https://ts-pub.vaultinum.com/policies/FR-PC-ACR-v1.2.pdf>
- Certificates and revocation lists : <https://vaultinum.com/timestamping-authority-publication>

APP SOLUTIONS is located in France and its services are subject to its relevant documents, as indicated above, and to French law. Governing law and jurisdiction clauses are provided in the timestamping policy. Any questions, requests and/or complaints regarding the timestamping policy should be directed to the following address: **APP SOLUTIONS | 25 rue de la Plaine | 75020 PARIS | [contact@Evidency.io](mailto:contact@Evidency.io)**

## 2. Payment of Fees

The Timestamping service is a service requiring a prior subscription payable in accordance with the pricing structure defined on the website [www.Evidency.io](http://www.Evidency.io) or as specifically agreed in the Timestamping purchase order.

All rates are available on [www.Evidency.io](http://www.Evidency.io) or upon request for an estimate.

No refunds are provided.

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# PRIVACY POLICY

## Article 1. PREAMBLE

This Privacy Policy is an integral part of the EVIDENCY Platform Terms of Service, so the definitions used in the latter are incorporated herein. The EVIDENCY Platform Terms of Service can be found above. The purpose of this Privacy Policy is to inform Data Subjects about how their Personal Data is collected, how it is processed when using the Platform and/or the Services and finally the Specific Rights that Data Subjects have regarding such processing.

## Article 2. DEFINITIONS

The following terms, whether used in the singular or plural in this Privacy Policy, shall have the following meanings:

### **Intermediate Archiving**

means the archiving of Personal Data that is still of administrative interest to EVIDENCY (for example, in case of litigation and / or legal obligation) in a distinct database, which is separated rationally or physically and to which, in any case, access is restricted. This archiving is an intermediate step before the deletion or anonymization of the Personal Data concerned;

**Beneficiary** has the meaning given by the TOS;

**TOS** means the EVIDENCY Platform Terms of Service accessible on the EVIDENCY website;

**Deposit** has the meaning given by the TOS;

**Personal Data** means the personal data of a Data Subject, as defined in the General Data Protection Regulation, collected and/or processed by EVIDENCY in the context of the use of the Platform and/or the Services;

**Specific Rights** means the rights granted by the General Data Protection Regulation regarding the processing of Personal Data;

**Data Subject** means, without distinction, any person whose Personal Data is likely to be processed by EVIDENCY including Users;

**Platform** means the online platform accessible on the website of EVIDENCY, by means of access codes and allowing the User to access the Services;

**Privacy Policy** means this privacy and data protection policy for Data Subjects implemented by EVIDENCY;

**General Data Protection Regulation** means the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms, in application of the EU regulation of April 27, 2016 published in the Official Journal of the European Union on May 4, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (known as "GDPR" for General Data Protection Regulation);

**Services** has the meaning given by the TOS;

**User** has the meaning given by the TOS;

**EVIDENCY** means APP Solutions, a French company, identified by the registration number **SIREN 519136170**, whose registered office is located at **25 rue de la Plaine – 75020 Paris – FRANCE**

## **Article 3. LEGAL QUALIFICATIONS**

### **3.1. EVIDENCY Qualifications**

EVIDENCY determines the purposes and means implemented to provide the Platform and Services to Users and must be, as such, qualified as responsible for the processing of Personal Data. EVIDENCY acts on the instructions of the Users concerning the hosting of the Deposits and the Personal Data of the Beneficiaries and must be, as such, qualified as a processor of the Personal Data.

### **3.2. Warranties of the parties**

#### *➤ Collection of Personal Data from Data Subjects*

The User is solely responsible for the collection of Personal Data of the Data Subject that the User transmits directly (by communicating them) or indirectly, to EVIDENCY during the use of the Platform and/or the Services. When EVIDENCY acts as a processor, it is the User's responsibility to ensure that the Personal Data of the Data Subjects are:

- collected in a lawful, fair and transparent manner with regard to the Data Subject;
- collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes;
- adequate, relevant and limited to what is necessary for the purposes for which they are processed (data minimization);
- accurate and, where necessary, kept up to date;
- kept in a form that allows the identification of the Data Subjects for no longer than is necessary for the purposes for which they are processed;
- treated in such a way as to ensure their appropriate security.

#### *➤ Processing of Personal Data of Data Subjects*

The use of the Platform and/or Services by the User necessarily calls for one or more processing of Personal Data of the User and/or, where appropriate, of Data Subjects with whom EVIDENCY has no direct contractual relationship. As such, the User guarantees to EVIDENCY that the processing of Personal Data of Data Subjects benefits from an adequate legal basis in accordance with the General Data Protection Regulation such as, in particular, the Data Subjects having consented to the processing of their Personal Data by EVIDENCY in the context of the use of the Platform and/or the Services. The User guarantees to EVIDENCY that it will ensure that the information of the Data Subjects whose Personal Data are processed shall be in a timely manner and in the forms required by the General Data Protection Regulation, and where applicable for what concerns the processing carried out by EVIDENCY, by making available to the Data Subjects the present Privacy Policy.

## **Article 4. EVIDENCY ACTS AS THE DATA CONTROLLER**

EVIDENCY undertakes to implement adequate measures to ensure the protection of Personal Data of Users and to process them in compliance with the General Data Protection Regulation.

#### **4.1. Identity and contact details of the data controller**

The controller is EVIDENCY and the representative of the controller is Mr. Philippe THOMAS, in his capacity as legal representative of EVIDENCY, who may be reached at the email address [privacy@Evidency.io](mailto:privacy@Evidency.io) or by phone at 01 43 59 60 61.

#### **4.2. Collection of Personal Data**

EVIDENCY is required to collect and process Personal Data provided by the User via the registration form which is essential to the processing of their request for the creation of an account. By using this form, the User is required to submit the following:

- FirstName
- Surname
- E-mail address;
- Mobile number
- Job title
- Company name
- Country

Non-optional information is mandatory and necessary only for the processing of the User's request. The absence of a response to a mandatory field is likely to compromise the processing of the User's request. Depending on the Service chosen by the User, the information indicated as optional when creating an account may become mandatory when subscribing to a Service.

#### **4.3. Purposes of processing**

The information collected in the registration form and transmitted directly by the User is recorded in a digital file by the controller and is used for the following purposes:

- Access to the Platform and provision of the Services;
- Customer relationship management, marketing (including sending out services offers) and billing;
- Managing time-stamp services, materials and APIs; and processing requests for implementing time-stamping, archiving time-stamped materials, and accessing time-stamped materials;
- Technical support and maintenance of the Platform and/or Services;
- collect and processing of metadata;
- Management of requests to exercise Specific Rights;
- Traceability of operations carried out via the Platform and APIs implemented with the Services.

The Personal Data is also used to send e-mails for informational purposes, and/or commercial prospecting concerning products or services similar to those already provided to the User. The User acknowledges that they can, at any time, object to the use of their Personal Data (see article 4.8"Exercise of Specific Rights") provided that such use is not necessary for the execution of a contract with EVIDENCY and/or for a legitimate interest.

#### **4.4. Legal basis for processing**

In accordance with Article 6(1)b of the General Data Protection Regulation, the processing of Personal Data collected via the registration form and/or when subscribing to a Service is necessary for the execution of the TOS to which the User is party. In order to use the Platform and the Services a User must accept the SERVICES AND PLATFORM USER AGREEMENT. This formalizes the contractual relationship between the User and EVIDENCY, and thus constitutes the legal basis for collecting and processing personal data.

The processing of traces (connection logs) related to operations carried out by the User via the Platform is necessary for the purposes of the legitimate interests pursued by EVIDENCY, namely the security of information systems (see Article 6(1)f of the General Data Protection Regulation).

Other legal basis apply. In particular APP may be subject to legal obligations to process personal data. For example, as per the ministerial decree 2011-219 of 25 February 2011, APP is under an obligation to collect, process and retain data enabling the identification of all persons that have participated in the creation of online content.

#### **4.5. Retention period**

The data collected is kept for the duration of the contractual relationship and, at the end of this period, for the legal period of preservation of data as evidence. Log data (connection logs) is kept for a maximum of one (1) year from the date of their collection. During these periods, EVIDENCY undertakes to implement all necessary measures to ensure the confidentiality, integrity and security of Personal Data, so as to prevent, in particular, their access by unauthorized third parties.

#### **4.6. Recipients and transfer of Personal Data**

The Personal Data is transmitted to the relevant departments of EVIDENCY in order to ensure the processing for the sole purpose provided and agreed upon by the User. EVIDENCY uses the technology of the company INGENICO to provide banking transactions. Thus, when paying by credit card, the bank details are encrypted and transmitted to the company INGENICO, without EVIDENCY ever having knowledge of such details. As such, EVIDENCY does not collect the full number of the credit card, nor its cryptogram. To exercise its rights as set out in Article 4.8- "Exercise of Specific Rights", relating to credit card details, the User is invited to contact the company INGENICO directly. EVIDENCY undertakes not to commercialize the personal data collected and not to make any transfer of Personal Data outside the European Union. In the event that EVIDENCY uses a subcontractor who transfers data outside the European Union, it undertakes to ensure that this subcontractor provides sufficient guarantees regarding the implementation of appropriate technical and organizational measures.

EVIDENCY does not use other subcontractors. However, in the event it does in the future, it commits to use enter into contractual agreements with such subcontractors that are in line with GDPR.

Should any personal data be transmitted towards a recipient that is outside of the EU and that is located in a country that has not been sanctioned by an adequacy decision of the EU Commission, EVIDENCY will take all measures necessary to ensure the protection of privacy rights and will ask for the consent of those concerned unless (i) it is able to ensure the legality of such transfer, is able enter into EU Commission sanctioned contractual clauses with the

recipient of the data, the recipient is a subject of the privacy shield regulations in the US, or (ii) if the transfer is related to a legal action, the transfer is made upon the request of the User whose data is being transferred, the transfer is in the interest of the person whose data is being transferred.

#### 4.7. Users' rights

In accordance with the General Data Protection Regulation, the User may, at any time, benefit from the following Specific Rights:

- Right of access;
- Right of rectification;
- Right to erasure;
- Right to restrict processing;
- Right to data portability;
- Right to object;
- Post-mortem instructions.

##### ➤ *Right of access*

The User has the possibility to obtain from EVIDENCY the confirmation that the Personal Data concerning them is or is not processed and, when it is, the access to the said Personal Data as well as the following information:

- the purposes of the processing;
- categories of Personal Data;
- the recipients or categories of recipients to whom the Personal Data have been or will be communicated;
- the length of time the Personal Data will be kept or, where this is not possible, the criteria used to determine this length of time;
- the existence of the right to ask EVIDENCY the correction or deletion of Personal Data, or a limitation of the processing of its Personal Data, or the right to object to such processing;
- the right to lodge a complaint with the competent control authority (CNIL in France);
- where Personal Data is not collected from the User, any available information as to its source;
- the existence of automated decision-making, including profiling, and, at least in such cases, relevant information concerning the underlying logic and the significance and intended consequences of such processing for the User.

When Personal Data is transferred to a third country or to an international organization, the User has the right to be informed of the appropriate safeguards with respect to such transfer.

EVIDENCY provides a copy of the Personal Data being processed and may require payment of a reasonable fee based on administrative costs for any additional copies requested by the User or in the event of a request for transmission of the Personal Data in paper and/or physical form. Where the User submits an application electronically, the information shall be provided in a commonly used electronic form, unless the User requests otherwise. The User's right to obtain a copy of their Personal Data shall not infringe the rights and freedoms of others.

##### ➤ *Right of rectification*

The User has the possibility to obtain from EVIDENCY, as soon as possible, the correction of

Personal Data that is inaccurate. The User also has the possibility to obtain from EVIDENCY an assurance that any incomplete Personal Data has been completed, including by providing a complementary declaration.

➤ *Right of erasure*

The User has the possibility to obtain from EVIDENCY the deletion, as soon as possible, of Personal Data concerning them where one of the following reasons applies:

- Personal Data is no longer necessary for the purposes for which they were collected or otherwise processed by EVIDENCY;
- The User has withdrawn their consent for the processing of their Personal Data and there is no other legal basis for the processing;
- The User exercises their right to object under the conditions recalled below and there is no compelling legitimate reason for the processing;
- The Personal Data has been processed unlawfully;
- Personal Data must be deleted to comply with a legal obligation;
- The Personal Data was collected from a child.

➤ *Right to restrict processing*

The User has the possibility to restrict EVIDENCY from the processing of their Personal Data when one of the following reasons applies:

- EVIDENCY verifies the accuracy of Personal Data following the User's challenge of the accuracy of the Personal Data;
- The processing is unlawful and the User objects to the deletion of the Personal Data and demands instead the limitation of their use;
- EVIDENCY no longer needs the Personal Data for the purposes of processing but they are still necessary to the User for the establishment, exercise or defense of legal rights;
- The User has objected to the treatment in the conditions outlined hereafter and EVIDENCY verifies whether the legitimate reasons pursued prevail over the alleged reasons.

➤ *Right to the portability of Personal Data*

The User has the possibility to receive from EVIDENCY Personal Data concerning the User, in a structured, commonly used and machine-readable format where: - The processing of Personal Data is based on consent or contract; and - The treatment is carried out using automated processes. When the User exercises their right to portability, they have the right to have the Personal Data transmitted directly by EVIDENCY to another controller that they will designate when technically possible. The right to portability of the User's Personal Data must not infringe on the rights and freedoms of others. ➤ *Right to object* The User may object at any time, for reasons relating to their particular situation, to the processing of Personal Data concerning them based on the legitimate interest of EVIDENCY. The latter will then no longer process the Personal Data, unless it demonstrates that there are compelling and legitimate reasons for the processing that prevail over the interests, rights and freedoms of the User, or may retain them for the establishment, exercise or defense of legal rights.

➤ *Post-Mortem Instructions*

The User has the possibility to communicate instructions to EVIDENCY on the preservation, deletion and sharing of their Personal Data after their death, such instructions can also be registered with a "certified digital trustworthy third party". These instructions, or a kind of "digital

will", can designate a person in charge of their execution; failing that, the User's heirs will be designated. In the absence of any instruction, the heirs of the User may contact EVIDENCY:

- to access the processing of Personal Data for the "organization and settlement of the estate of the deceased";
- to receive disclosure of "digital assets" or "data resembling family heirlooms that may be transmitted to heirs";
- to proceed to the closure of the User's account and to oppose the continuation of the processing of their Personal Data.
- In any case, the User has the possibility to indicate to EVIDENCY, at any time, that they do not want, in case of death, that their Personal Data is communicated to a third party.

#### **4.8. Exercise of Specific Rights**

The above Specific Rights may be exercised at any time by sending an e-mail to the following address: [privacy@Evidency.io](mailto:privacy@Evidency.io). In order to exercise his or her Specific Rights under the conditions described above, the User must prove his or her identity by any means. Where EVIDENCY has reasonable doubts about the identity of the person making the request to exercise a Specific Right, EVIDENCY may request such additional information as is necessary, including, where required, a photocopy of a signed identity document. A response will be sent to the User within a maximum of one (1) month from the date of receipt of the request. If necessary, this period may be extended by two (2) months by EVIDENCY, which will alert the User, taking into account the complexity and/or number of requests. In case of request from the User for deletion of their Personal Data and/or in case of exercise of their right to ask for the deletion of their Personal Data, EVIDENCY will be able however to keep them in the form of Intermediate Archiving, and this for the duration necessary to satisfy its legal obligations, or for evidentiary purposes during the applicable prescription period. The User is informed that they may lodge a complaint with the competent control authority (in France, this is the CNIL). The User is also informed that they have the possibility to withdraw their consent to receive information and commercial offers by clicking on the unsubscribe link accessible at the bottom of an e-mail received.

### **Article 5. EVIDENCY ACTS AS A PROCESSOR**

#### **5.1. Description of the processing operation, purpose of the processing**

EVIDENCY is authorized to process, on behalf of the User, certain Personal Data necessary for the use of the Platform and/or the Services. The nature of the processing operations carried out is the collection, processing and storage of data.

Users will use EVIDENCY's timestamping services to timestamp documents, videos, media, and other digital supports. Such materials may contain confidential information, personal data and even sensitive data. Unless EVIDENCY archives such materials it will not process them but only timestamp them. If it archives such materials, it will process them in an encrypted form only.

#### **The purposes of the processing are:**

- the hosting and archiving of Timestamped materials;
- the hosting of the Personal Data of the Users and beneficiaries of the Services.



### **The categories of Data Subjects are:**

- the beneficiaries of the Services;
- any person whose data is included in an archive or repository.

### **The Personal Data is:**

- the identity of the beneficiaries of the Services: surname, first name, e-mail address, telephone number, company name; role, country
- any other data contained within an archive or repository.

**The data collected is kept** for the duration of the contractual relationship and, at the end of this period, for the legal period of preservation of data as evidence.

### **5.2. EVIDENCY's obligations to the User**

EVIDENCY is committed to:

- process the data only for the purposes for which they are intended to be processed;
- process data in accordance with this Privacy Policy;
- guarantee the confidentiality of the Personal Data processed;
- ensure that persons authorized to process Personal Data are committed to confidentiality or are subject to an appropriate legal obligation of confidentiality and receive the necessary training in the protection of personal data;
- take into account the principles of data protection by design and data protection by default for its tools, products, applications or services.

### **5.3. Third-party processor**

EVIDENCY may use another processor (hereinafter referred to as the "Third-Party Processor") to conduct specific processing activities. In this case, it informs the User in advance and in writing of any changes envisaged concerning the addition or replacement of other processors. This information must clearly indicate the subcontracted processing activities, the identity and contact details of the Third-Party Processor and the dates of the processing. The User has a period of eight (8) working days from the date of receipt of this information to terminate his or her account in the event of an objection in accordance with the conditions set out in the TOS. The Third-Party Processor is required to comply with the obligations hereunder on behalf of and according to the instructions of the User. It is the responsibility of EVIDENCY to ensure that the Third-Party Processor presents the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the General Data Protection Regulation. If the Third-Party Processor does not fulfill its data protection obligations, EVIDENCY remains fully responsible to the User for the Third Party Processor's performance of its obligations. Right to information of the Data Subject It is the responsibility of the User, as the data controller, to provide information to the Data Subjects at the time of collection of the Personal Data.

### **5.5. Exercise of Specific Rights**

To the extent possible, EVIDENCY shall assist the User in fulfilling its obligation to respond to requests for the exercise of the Specific Rights of Data Subjects. Unless otherwise specified by the User, EVIDENCY must respond, in the name and on behalf of the User and within the time

limits provided by the General Data Protection Regulation to requests from the Data Subjects in case of the exercise of their Specific Rights, regarding the data subject to the processing provided by this Privacy Policy.

## **5.6. Notification of Breaches of Personal Data**

Unless otherwise specified by the User, EVIDENCY shall notify the competent control authority (CNIL in France), in the name and on behalf of the User, of violations of Personal Data as soon as possible and, if possible, no later than seventy-two (72) hours after becoming aware of them, unless the violation in question is not likely to create a risk for the rights and freedoms of a natural person. Unless otherwise specified by the User, EVIDENCY communicates, in the name and on behalf of the User, the violation of Personal Data to the Data Subjects as soon as possible, when this violation is likely to generate a high risk for the rights and freedoms of a natural person.

## **5.7. Security measures**

EVIDENCY is committed to implementing the following security measures:

- Pseudonymization and encryption of Personal Data;
- the means to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
- the means to restore the availability of, and access to, Personal Data within a reasonable timeframe in the event of a physical or technical incident;
- a procedure to regularly test, analyze and evaluate the effectiveness of the technical and organizational measures to ensure the security of the processing.

## **5.8. Disposal of Personal Data**

At the end of their contractual relationship, EVIDENCY undertakes to destroy all Personal Data, including copies existing in EVIDENCY's information systems, with some exceptions. Upon request of the User, EVIDENCY can certify their destruction in writing.

## **5.9. Data Protection Officer**

The EVIDENCY Data Protection Officer can be reached at [privacy@Evidency.io](mailto:privacy@Evidency.io).

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# COOKIES POLICY

## Definitions

A cookie is defined as a small file placed on the User's hard disk when visiting the website www.Evidency.io and which stores information necessary for the proper functioning of the latter and for audience measurement purposes.

The User is informed that cookies do not allow the company EVIDENCY to personally identify the User.

## Types and purposes of cookies

When the User connects to the website, the User is informed that the company EVIDENCY uses cookies to operate its website and measure its audience via a banner that appears on the first page consulted of the website www.Evidency.io and each time the User wishes to access an application of the website.

The cookies used by EVIDENCY are of two types:

- **Functional cookies** that allow the website services to function optimally. The User can technically block them by using the settings of their browser, but their experience on the site may be degraded.
- **Audience measurement cookies**, which are used to analyze website consultation statistics:

Cookie name	End-use	Life-span	Cookie supplier
_ga	to store and count pageviews	1 year	Google Analytics
_gid	to store and count pageviews	24 hours	Google Analytics
_gat	to read and filter requests from bots	1 minute	Google Analytics
hubspotutk	Store and track a visitor's identity	13 months	Hubspot
__hstc	to store time of visit	13 months	Hubspot
__hssc	to store anonymized statistics	30 minutes	Hubspot

## Legal basis for processing

The use of cookies is subject to the User's consent if they are not strictly necessary for the operation of the website www.Evidency.io or if their purpose is limited to audience measurement.

By clicking on the "Accept" button, the User accepts the use of audience measurement cookies. Conversely, by clicking on the "Refuse" button, the User refuses the use of audience measurement cookies.

### **Retention Period**

The User's choice is kept for thirteen (13) months by the company EVIDENCY. At the end of this period, the "cookies" banner shall reappear and the User shall be invited to renew their choice.