



**KASAR SAS**  
KasarCRM

CONTRACTUAL DOCUMENT

# General Terms of Sale and Use

*This English version is provided for convenience only. In the event of any discrepancy, the French version prevails.*

| VERSION           | LAST UPDATED      | EFFECTIVE DATE    |
|-------------------|-------------------|-------------------|
| <b>2026-09-28</b> | <b>2026-09-28</b> | <b>2026-09-28</b> |

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## Key points

*Indicative summary with no contractual value; only the provisions below are authoritative.*

- **Professional customers:** the Service is intended for professionals (Article 3.1).
- **Plans:** Free, Pro and Max, subscribed to online, and Enterprise, subscribed to by Enterprise Order Form (Article 1); the Free Plan is limited to two (2) Seats (Article 5.3).
- **Trial:** the Provider may offer a fourteen (14) day Trial giving access to the features of the Pro Plan or the Max Plan; registration of a valid payment card is required; at the end of the Trial, unless terminated beforehand, the Subscription starts automatically (Articles 6.1 and 6.3).
- **Termination:** the Customer may terminate its Subscription at any time; no notice period is required; termination takes effect at the end of the current period or, for the Enterprise Plan, at the end of the current commitment period; the period already begun is not refunded (Article 9.3).
- **Liability:** limited to the higher of the sums actually paid by the Customer during the twelve (12) months preceding the event giving rise to the damage and one hundred euros (€100); this cap may in no event exceed fifty thousand euros (€50,000), Enterprise included, and does not apply in the event of gross negligence, wilful misconduct/fraud or personal injury (Articles 16.2 and 16.3).
- **Data and export:** the Customer retains ownership of its Customer Data (Article 12.2); it may export it at any time, by itself, on a self-service basis and in open and machine-readable formats, for the portable categories in Appendix 1, including where access to the Service is restricted or suspended (Articles 17.1 and 17.11); the Provider imposes no switching charges (Article 17.8); for the Enterprise Plan, continuity of the Service in the event of the Provider's failure is governed by the Enterprise Specific Terms (Article 17.15).
- **AI:** the Provider does not use Customer Data, AI Inputs or AI Outputs to train or improve artificial intelligence models (Article 13.3).
- **Disputes:** the Agreement is governed by French law (Article 22.1); any dispute with a Customer having the status of a merchant falls within the exclusive jurisdiction of the Paris Economic Activities Court (Article 22.3).

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## Preamble: scope

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These General Terms of Sale and Use (the "**General Terms**") govern access to and use of the KasarCRM service, **whatever the Plan subscribed to: Free, Pro, Max or Enterprise**. They form the common contractual foundation applicable to all Customers.

For Customers on the **Enterprise** Plan, the **Enterprise Specific Terms** and the **Enterprise Order Form** supplement these General Terms and **prevail** over them in the event of any conflict, in the order set out in Article 2.2.

The Service is designed and marketed **exclusively for the purposes of a professional activity** (Article 3.1).

The General Terms are made available before any subscription, in a form that allows them to be stored and reproduced, in accordance with Article 1127-1 of the French Civil Code.

PART I

## Contractual framework

### 1. Definitions

- **Administrator:** the User holding management rights over the Organization (members, roles and permissions, configuration, subscription).
- **Agreement:** all of the documents listed in Article 2.2.
- **AI Features, AI Input, AI Output:** as defined in Article 13.1.
- **Base Service:** as defined in the SLA, the KasarCRM web application and its API, i.e. the ability for an authenticated User to view, create, modify and export its records.
- **Beta Feature:** any feature flagged as beta, experimental or early access in the interface before it is activated, and whose use is optional; a feature presented on the Pricing Page as included in a Paid Plan, without a "beta" label, is not a Beta Feature (Article 5.7).
- **Business Day:** Monday to Friday, excluding public holidays in metropolitan France.
- **Competitor:** any publisher or distributor of customer relationship management or sales automation software, together with its affiliated companies.
- **Credits:** the unit of account for metered consumption of the Service (Article 7). **Allowance Credits** are included in the Subscription; **Top-up Credits** are purchased in addition.
- **Customer Data:** all data, content and information that the Customer or its Users import, enter, synchronize or generate in the Service, including personal data of third parties.
- **Customer:** the legal entity or natural person who subscribes to a Plan for the purposes of its professional activity.
- **Documentation:** the functional documentation of the Service published by the Provider, in its current version, which evolves with the Service (Article 5.5). Tutorials, blog articles, guides and demonstration content do not form part of it.
- **DPA:** the Personal Data Processing Agreement ( [dpa.md](#) ).
- **Enterprise Order Form:** the document signed by the parties which sets out, for the Enterprise Plan, the scope subscribed to, the Seats, the price, the commitment term and the billing terms.
- **Enterprise Specific Terms** or **EST:** the terms specific to the Enterprise Plan, which refer to these General Terms and contain only the departures from them.
- **Exportable Data:** within the meaning of Article 2, point 38, of Regulation (EU) 2023/2854 (the "**Data Act**"), the input and output data, including metadata, directly or indirectly generated by the Customer's use of the Service, excluding any elements protected by an intellectual property right or constituting a trade secret of the Provider or of a third party. Their scope is detailed in **Appendix 1**.
- **Free Services:** the Free Plan and the Trial.
- **Order Summary:** the confirmation screen presented to the Customer before any online subscription, which states the Plan, the number of Seats, the price, the billing period and the date of the first charge.
- **Organization:** the Customer's isolated workspace, comprising its Users, its configuration, its data model and its Customer Data.

- **Paid Plan:** the Pro, Max and Enterprise Plans.
- **Plan:** the offer subscribed to by the Customer, among **Free**, **Pro** and **Max**, subscribed to online, and **Enterprise**, subscribed to by Enterprise Order Form.
- **Pricing Page:** the page <https://kasar.app/pricing> describing the Plans, their limits, their prices and the Credit rate schedule.
- **Provider / Kasar:** KASAR, a simplified joint-stock company (*société par actions simplifiée*, SAS) with a share capital of €1,000, registered with the Paris Trade and Companies Register (RCS) under number 999 602 865 (intra-EU VAT number FR63999602865), whose registered office is at 60 rue François 1er, 75008 Paris, represented by its President, Mr Marceau Giraud-Peillud. Publication director: Mr Marceau Giraud-Peillud. Contact: [support@kasar.app](mailto:support@kasar.app).
- **Seat:** the named access right granted to a User.
- **Service:** the KasarCRM solution, provided as SaaS via <https://platform.kasar.app>, its API, its MCP server, its mobile application and its browser extension, including customer relationship management, synchronization of communications (email, calendar, LinkedIn, WhatsApp, telephony) and the **AI Features** (Article 13).
- **SLA:** the Service Level Agreement ( [sla.md](#) ), an appendix to the Enterprise Specific Terms, applicable to the Enterprise Plan only.
- **Subscription:** the right to access the Service under a given Plan and billing period.
- **Trial:** the trial period defined in Article 6.
- **User:** the natural person authorized by the Customer to access the Service under a **named** account, in respect of a Seat.

## 2. Purpose and contractual documents

**2.1.** The General Terms set out the conditions under which the Provider makes the Service available to the Customer, as well as the rights and obligations of the parties.

**2.2. Order of precedence.** The Agreement consists of the following documents. In the event of any conflict, they prevail in the descending order of the table:

| Rank | Document                                                                                                                                                                                                                   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | The signed <b>Enterprise Order Form</b> , for the order to which it relates only; for online subscriptions, the <b>Order Summary</b> , solely as regards the Plan, number of Seats, price, billing period and renewal date |
| 2    | The <b>Enterprise Specific Terms</b> and their appendix, the <b>Service Level Agreement</b> ( <a href="#">sla.md</a> , the "SLA"), for the Enterprise Plan only                                                            |
| 3    | These <b>General Terms</b> , including their <b>Appendix 1</b>                                                                                                                                                             |
| 4    | The <b>DPA</b> and its appendices                                                                                                                                                                                          |
| 5    | The <b>Pricing Page</b> , solely as regards prices, quantitative limits of the Plans and the Credit rate schedule, in its version in force at the time of subscription or of the most recent renewal                       |
| 6    | The <b>Documentation</b>                                                                                                                                                                                                   |

Other statements on the Pricing Page, the website and marketing materials, in particular descriptions of service levels, support or onboarding, are provided for information only and do not create any obligation on the Provider beyond the Agreement, without prejudice to Article 1112-1 of the French Civil Code.

**2.3. DPA.** The DPA governs the processing of personal data carried out by the Provider on behalf of the Customer. The provisions of the DPA that implement Article 28 of Regulation (EU) 2016/679 (the "GDPR") apply in all cases, whatever their rank.

**2.4. Privacy Policy.** The Privacy Policy ( <https://kasar.app/privacy> ) is an information document. It describes the processing for which the Provider acts as controller and does not form part of the Agreement.

**2.5. Exclusion of the Customer's terms.** The Agreement prevails over any document issued by the Customer, in particular its general terms of purchase, the terms of its supplier portal or the statements on its internal purchase orders, even if the Provider has not expressly objected to them.

**2.6. Clerical error.** A price, discount or limit displayed or summarized as a result of an obvious clerical error is not binding on the Provider. The Customer may then either confirm its order at the correct price or cancel it; in the event of cancellation, any sums received are refunded to it in full.

### 3. Subscription and acceptance

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**3.1. Professional customers.** The Service is intended for professionals. By accepting the General Terms, the person subscribing declares that they are acting for the purposes of the Customer's professional activity.

**3.2. Acceptance.** For online subscriptions, the General Terms are accepted by ticking a box or clicking a confirmation button when the account is created and, where applicable, at payment. For the Enterprise Plan, they are accepted by signing the Enterprise Order Form. Such acceptance constitutes a signature within the meaning of Article 1367 of the French Civil Code and of Regulation (EU) No 910/2014 (eIDAS).

**3.3. Confirmation.** The Customer receives confirmation of its subscription by email, restating the details of the Order Summary.

**3.4. Authority.** The person accepting the General Terms on behalf of the Customer warrants that they are of legal age, have legal capacity and have the authority to bind the Customer.

**3.5. Refusal of subscription.** The Provider may refuse or cancel a subscription for a legitimate reason, in particular: fraud or serious suspicion of fraud; inaccurate information; a previous payment incident or previous termination for breach; subscription by a Competitor; a situation referred to in Article 11.8; a subscription manifestly unrelated to a professional activity. Any sums received are then refunded.

## PART II

## The Service

## 4. Account, Seats and Users

**4.1. Accuracy.** The Customer provides accurate information (identity, company name, email address, billing information) and keeps it up to date.

**4.2. Named use.** Each Seat is assigned to an identified User. Sharing an account between several natural persons is **prohibited**. A Seat may be reassigned to a new User free of charge.

**4.3. Confidentiality of credentials.** Credentials are personal and confidential. The Customer is responsible for safeguarding them and for any activity carried out under its accounts. It reports any suspicious use without delay to [support@kasar.app](mailto:support@kasar.app).

**4.4. Compromise.** In the event of serious suspicion that an account has been compromised, the Provider may, without delay, close sessions, require credentials to be reset or suspend the User concerned, informing the Administrator.

**4.5. Administration.** The Administrator manages the Users, their roles and their permissions. The Customer is responsible for the authorizations it grants and for the use of the Service by its Users. It stands surety (*se porte fort*) for compliance with the General Terms by each of them.

**4.6. Instructions and loss of access.** The Provider may treat the instructions of an Administrator as accurate. It transfers the administration of an Organization only upon supporting documents establishing the identity of the requester and its authority (K-bis extract less than three months old, identity document of the legal representative, delegation of authority). It is not the arbiter of the Customer's internal disputes, may put the request on hold until sufficient supporting documents or a court decision are produced, and incurs no liability where it has acted in good faith, save in the event of gross negligence.

**4.7. Adding and removing Seats.** The Customer may add Seats at any time, within the limit provided for by its Plan. They are billed **pro rata temporis** for the current period and aligned with its renewal date. The removal of a Seat takes effect at the end of the current period, without refund of the period already begun.

**4.8. Group companies.** The Customer may open Seats for employees of companies affiliated with it within the meaning of Article L.233-3 of the French Commercial Code. It remains the sole debtor, is answerable for those Users, enters into the DPA in its own name and on their behalf, and warrants that it has the authority to give the processing instructions.

**4.9. Usage verification.** The Provider may verify, by means of the Service usage data, compliance with the limits of the Plan and with Articles 4.2 and 11. Any overage found is regularized at the current rate, pro rata, without prejudice to Articles 11.10 and 9.5.

**4.10. Security of the Customer's access.** The Customer enables multi-factor authentication with the identity provider used to log in to the Service (in particular Google or Microsoft) where that provider offers it, and secures its Users' workstations and mailboxes. The Provider is not liable for access obtained by means of a User's credentials or mailbox, save where the Provider has breached its security obligations.

## 5. The Service and the Plans

**5.1. SaaS model.** The Service is accessible via a recent web browser and an Internet connection, without local installation. The Customer is solely responsible for its technical environment.

**5.2. Plans.** The scope of each Plan (maximum number of Seats, connectable email accounts and social accounts, sending addresses, Credit allowance) is described on the Pricing Page. Marketing presentations, articles, videos and demonstrations are provided for information only and are not binding on the Provider, without prejudice to Article 1112-1 of the French Civil Code.

**5.3. Free Plan.** The Free Plan is provided **free of charge**, without commitment and **without any availability guarantee**. It is limited to **two (2) Seats**. If the Organization has more active Users, access to the Service is **restricted to the administration area** until the Customer brings that number back below the cap or subscribes to a Paid Plan; export of Customer Data remains possible (Article 17.11). The Provider may change the scope of the Free Plan at any time. It may suspend or discontinue it subject to **thirty (30) days'** notice, during which the Customer may export its Customer Data. A Free account that has been inactive for **twelve (12) consecutive months** may be closed after notification and a thirty (30) day export period.

**5.4. Enterprise Plan.** The Enterprise Plan is subscribed to exclusively by signed Enterprise Order Form. An Organization billed at an Enterprise rate without a signed Enterprise Order Form is governed by the General Terms alone, within the limits of the Max Plan and without any service level commitment.

**5.5. Evolution of the Service.** The Service evolves over time. The Provider may freely change its features, user experience and architecture. Where a change removes, during a prepaid subscription period, an essential feature of the Paid Plan subscribed to, the Provider informs the Customer at least thirty (30) days in advance; the Customer may then terminate its Subscription with effect from the date of the removal and obtain a refund of the sums prepaid for the unexpired period, calculated pro rata to that period. A feature is essential only if it is expressly listed for the Plan concerned on the Pricing Page on the date of subscription and its removal deprives the Customer of the main use of customer relationship management. The replacement of a feature by an equivalent feature, its modification or its integration into another feature does not constitute a removal. Beta Features are never essential features; the withdrawal of the LinkedIn and WhatsApp connectors is governed solely by Article 10.6.

### 5.6. Change of Plan.

- An upgrade takes effect immediately; the price difference is billed pro rata for the current period.
- A downgrade takes effect at the end of the current period, without refund. During the Trial, it takes effect immediately.
- When a downgrade takes effect, features and connected accounts exceeding the new Plan are deactivated. Customer Data is not deleted merely because of the change of Plan and remains exportable.
- Allowance Credits end with the Plan under which they were granted; Top-up Credits are retained.

**5.7. Beta Features.** Beta Features are provided **as is**, without any commitment as to availability, continuation or service level. They may be modified or withdrawn at any time, without notice or compensation. The Provider's liability in respect of them is limited in accordance with Article 16.5.

**5.8. Fitness for purpose.** The Customer acknowledges that it has been able to evaluate the Service by means of the Free Services and the Documentation. The Provider does not warrant that the Service is fit for particular needs that have not been expressed to it in writing and that are not set out in the Agreement.

**5.9. Technical limits.** Access to the API, the MCP server and the integrations is subject to rate and volume limits, intended to preserve the integrity of the Service and compliance with the terms of the connected platforms.

## 6. Trial

**6.1. Principle.** The Provider may offer a **fourteen (14) day Trial** giving access to the features of the **Pro** Plan or the **Max** Plan. Registration of a valid **payment card** is required to start the Trial.

**6.2. Summary.** Before the Trial starts, the Order Summary states the Plan, the billing period, the Subscription price and the date of the first charge. **Annual billing is preselected**; the Customer may choose monthly billing before confirming.

**6.3. Automatic conversion.** At the end of the Trial, unless terminated beforehand, the Subscription shown in the Order Summary starts automatically. The price of the first period (**twelve (12) months paid in advance** for annual billing, one (1) month for monthly billing) is then charged to the registered card.

**6.4. Termination during the Trial.** The Customer may end the Trial at any time before it expires from its administration area; no charge is then made. Once the Subscription has started, sums charged are non-refundable (Article 8.11).

**6.5. Payment failure.** If the charge for the first period fails, Article 8.9 applies.

**6.6. Limit.** The Trial is reserved for a first subscription per Organization. The Provider may refuse or interrupt a Trial in the event of abusive use, in particular the creation of multiple accounts or Organizations in order to renew it.

## 7. Credits, metered consumption and telephony

**7.1. Principle.** On-demand functions (work performed by the Léo assistant, meeting recording and transcription, calls, data enrichment) are counted in **Credits**, according to the rate schedule provided for in Article 7.6. Unless otherwise stated in that rate schedule, the core CRM functions (records, calculated fields, reports, synchronization of emails, calendars, LinkedIn and WhatsApp) are included in the price of the Plan and do not consume any Credits.

**7.2. Allowance.** Each Seat carries a monthly Credit allowance specific to the Plan (for the Enterprise Plan, set in the Enterprise Order Form). By default, this allowance is **personal** to each Seat; the Administrator may **pool** it at Organization level. Top-up Credits are paid into a **common pool** for the Organization.

**7.3. Carry-over of Allowance Credits.** Allowance Credits not consumed at the end of a month are **carried over to the following month**, once only and without one carry-over accumulating with another. If not consumed by the end of that carry-over month, they are **forfeited**. They do not give rise to any refund or credit note.

**7.4. Exhaustion.** Exhaustion of Credits **does not suspend access to the Service**: the CRM continues to operate. Only operations counted in Credits are put on hold until the monthly renewal, the purchase of a top-up or an upgrade to a higher Plan.

**7.5. Top-up Credits.** The Customer may purchase Credit top-ups at the current rate, payable upon ordering. Top-up Credits **do not expire as long as the Customer's account remains open**. They are **forfeited upon closure** of the account and are **non-refundable**, save where the closure results from non-renewal or

termination by the Provider for a reason other than a breach by the Customer, or from the Provider ceasing business: unused Top-up Credits are then refunded at their purchase price.

**7.6. Rate schedule.** The number of Credits counted per operation is set out in the rate schedule published on the Pricing Page or in the application. The Provider may change this rate schedule; any change unfavourable to the Customer is notified **thirty (30) days** before it takes effect. A Customer who refuses it may, before it takes effect, terminate its Subscription by notice, with effect from the date on which the change takes effect; the sums prepaid for the unexpired period and the price of unused Top-up Credits are then returned to it, and Article 7.3 of the Enterprise Specific Terms does not apply.

**7.7. Telephony.** Calls are **counted in Credits per minute**, according to the destination. The applicable number of Credits per minute is **displayed in the application before the call**. This rate schedule may be changed under the conditions of Article 7.6.

**7.8. Use of telephony.**

- The Service's telephony is a professional tool. It does not replace a landline or mobile line: the routing of emergency calls and the transmission of the caller's location **are not guaranteed**. For any emergency call, the User uses a conventional telephone line.
- The Customer is answerable for all calls made from its accounts, including in the event of fraudulent use of its credentials, save where the Provider has breached its security obligations. Credits consumed are not returned.
- To prevent fraud, the Provider may block certain destinations (premium-rate numbers, high-risk destinations), by a measure limited to what is necessary.
- The Customer complies with the regulations on telephone canvassing, in particular the Bloctel opt-out list and the permitted days and times.

**7.9. Nature of Credits.** Credits have no monetary value, are neither transferable nor convertible, and may not be used outside the Organization to which they are attached.

## PART III

## Financial terms and duration

### 8. Prices, invoicing and payment

**8.1. Prices.** The applicable prices are those on the Pricing Page on the date of subscription or, for the Enterprise Plan, those in the Enterprise Order Form. They are expressed in euros and **exclusive of taxes**. VAT and any other applicable tax are added at the rate in force. Prices are net of any withholding tax; if a withholding is required, the amount invoiced is increased so that the Provider receives the agreed amount.

**8.2. Billing period.** The Subscription is taken out monthly or annually. The annual rate, which is lower than the monthly rate, requires payment of twelve (12) months in advance.

**8.3. Payment.** Unless otherwise provided in the Enterprise Order Form, Subscriptions are payable **in advance**, by payment card, via the payment service provider **Stripe**. Card data is collected directly by that provider and does not pass through the Provider's systems. Added Seats are billed pro rata (Article 4.7); Credit top-ups are payable upon ordering.

**8.4. Payment authorization.** The Customer authorizes the Provider, through its payment service provider, to debit the registered payment method, without further authentication unless required by its bank, for the amounts determined in accordance with the Agreement: Subscription instalments, added Seats, top-ups, and sums remaining due after the end of the Agreement. The Customer maintains a valid payment method.

**8.5. Invoices and VAT.** Invoices are made available in the Customer's area. The Customer is responsible for the accuracy of its billing information. If no valid intra-EU VAT number is provided before an invoice is issued, the Customer is treated as a non-taxable person and the VAT applicable on that basis is invoiced to it; a number provided subsequently applies only to subsequent invoices.

**8.6. Promotional offers.** Discounts and free periods apply for the duration and under the conditions stated at the time of subscription. Unless otherwise stated, they are reserved for a first subscription per Organization, cannot be combined and end in the event of a change of Plan or billing period. When they expire, the undiscounted price of the Plan applies.

**8.7. Price revision.** The Provider may revise its prices. Any revision is notified at least **thirty (30) days** before it takes effect and applies from the **next renewal**. A Customer who refuses it may terminate its Subscription under the conditions of Article 9.3.

**8.8. Disputes and payment rejections.** Any dispute concerning an invoice or a charge is sent, with reasons, to [support@kasar.app](mailto:support@kasar.app) within **thirty (30) days** of the invoice or charge. In the absence of a dispute within that period, the invoice is deemed accepted, unless proven otherwise; this period does not bar an action for restitution of sums paid. Without prejudice to the rights it derives from the regulations on payment services, the Customer refers the matter to the Provider before initiating any bank dispute. A bank dispute lodged without a prior complaint and found to be unfounded is treated as a payment default (Article 8.9), and the dispute fees charged to the Provider by its payment service provider are re-invoiced to the Customer upon supporting evidence. The undisputed part of an invoice remains due on its due date. The Customer may not effect any set-off without the Provider's prior written consent.

**8.9. Payment default.** If a payment fails, the Provider or its payment service provider informs the Customer and may retry the payment. Failing regularization within **eight (8) days** of a formal notice, the Provider may suspend access to the Service, with the exception of the self-service export functions (Article 17.11). Any failure to pay an instalment when due makes all sums due for the current Subscription period immediately payable, after that formal notice. Failing regularization within **fifteen (15) days** following the suspension, the Provider may terminate the Subscription automatically (*de plein droit*). This provision constitutes a termination clause (*clause résolutoire*) within the meaning of Article 1225 of the French Civil Code; the formal notice expressly refers to it. Suspension and termination leave sums already due outstanding.

**8.10. Late payment penalties.** In accordance with Article L.441-10 of the French Commercial Code, any sum not paid when due automatically bears, without any reminder being required, late payment penalties at the interest rate applied by the European Central Bank to its most recent refinancing operation, plus **ten (10) percentage points**, together with a **fixed indemnity for recovery costs of forty euros (€40)** per invoice. Where the recovery costs incurred are higher, additional compensation may be claimed upon supporting evidence.

**8.11. No refunds.** Sums paid are non-refundable, save in the cases expressly provided for in Articles 2.6, 3.5, 5.5, 7.5, 7.6, 9.5, 10.6, 12.5, 15.5, 16.2 and 20.4, in Article 6.6 of the SLA for the Enterprise Plan, and in the event of termination under Article 20.2 or Article 9.3 of the DPA, in which cases the sums prepaid for the period following the effective date of termination are returned.

## 9. Term, renewal and termination

**9.1. Term.** The Agreement takes effect upon subscription. The Subscription is entered into for the period chosen, monthly or annual, or, for the Enterprise Plan, for the commitment term set in the Enterprise Order Form.

**9.2. Tacit renewal.** The Subscription is tacitly renewed on its expiry date for a period of the same duration, unless terminated under the conditions below or unless otherwise provided in the Enterprise Specific Terms.

**9.3. Termination by the Customer.** The Customer may terminate its Subscription **at any time**, from its administration area or, for the Enterprise Plan, by written notice. Termination takes effect **at the end of the current period**, monthly or annual, or, for the Enterprise Plan, **at the end of the current commitment period**. No notice period is required. The period already begun is not refunded; access to the Service is maintained until the effective date. For the Free Plan, termination takes effect immediately.

**9.4. Non-renewal by the Provider.** The Provider may object to the renewal of a Subscription by notice sent at least **three (3) months** before the expiry date on which the non-renewal takes effect, without compensation.

**9.5. Termination for breach.** Either party may terminate the Agreement automatically (*de plein droit*) in the event of a serious breach by the other party that has not been remedied within **fifteen (15) days** of a formal notice that has remained unsuccessful. This provision constitutes a termination clause (*clause résolutoire*) within the meaning of Article 1225 of the French Civil Code; the formal notice expressly refers to this Article. Payment default is governed by Article 8.9. For the Enterprise Plan, breaches relating to the availability of the Base Service are governed exclusively by Article 15.2 and the SLA; for all Paid Plans, non-conformities with the Documentation are governed by Article 15.5. Such breaches may only ground termination under this Article once those procedures have been completed. The Provider may also terminate without notice in the

event of unlawful use of the Service or fraud attributable to the Customer or its Users, of a proven threat to the security of the Service resulting from their conduct, or in the situation referred to in Article 11.8. Where the Customer terminates for breach by the Provider, the sums prepaid for the unexpired period are refunded to it.

**9.6. Switching provider.** By way of exception to Article 9.3, a Customer who initiates a switch of provider or a return to its own infrastructure under the conditions of Article 17 may end the Agreement upon expiry of a notice period **not exceeding two (2) months**. Sums paid for the current period remain vested in the Provider; no other fee is due by reason of the switch itself. For the Enterprise Plan, the sums due for the commitment term remain governed by the Enterprise Specific Terms.

**9.7. Effects.** On the effective date of the end of the Agreement, access to the Service is deactivated, subject to the retrieval period provided for in Article 17.6.

**9.8. Survival.** The following survive the end of the Agreement, for the time necessary for their performance: Articles 8 (sums due), 11.3 (vi), 12, 13.3 to 13.6, 14, 16, 17, 18, 21 and 22, as well as the DPA during the retrieval period.

## PART IV

## Use of the Service

## 10. Integrations and third-party services

**10.1. Principle.** The Service allows the Customer to connect third-party services. By connecting them, the Customer **authorizes the Provider to access the data necessary** for the operation of the chosen integration, in accordance with its instructions. As of the date hereof, the integrations offered are, by category:

- **email and calendar:** Google (Gmail, Calendar), Microsoft 365 (Outlook, Calendar), LinkedIn, WhatsApp;
- **meetings and meeting notes:** native meeting recorder, Fathom, Granola, Google Meet transcripts;
- **telephony:** Kasar phone ("kasar-voip"), Aircall;
- **data sources and connectors:** Notion, Airtable, Google Sheets, Slack, Supabase, PostgreSQL;
- **advertising:** Meta Lead Ads;
- **billing:** Stripe;
- **KasarCRM browser extension.**

The up-to-date list, with details of the data accessed for each integration, is published at <https://kasar.app/portabilite> and in **Appendix 3 to the DPA**.

**10.2. Their own terms.** These services are governed by their own terms and policies. The Provider does not guarantee their availability, the continuity of their interfaces or their practices, and is not liable for their failures. Articles 10.2, 10.9 and 15.3 do not cover the Provider's sub-processors listed in section A of Appendix 3 to the DPA, for which the Provider is answerable under the conditions of Article 20.3 and Article 9.2 of the DPA.

**10.3. Revocation.** The Customer may revoke an integration at any time from its area; revocation stops synchronization. Data already synchronized through that integration remains in the Organization as Customer Data, as part of the CRM history, until it is deleted by the Customer, the Customer requests its deletion at [support@kasar.app](mailto:support@kasar.app), or the Agreement ends (Article 17).

**10.4. Data from Google APIs.** The Provider's use and transfer of information received from Google APIs comply with the **Google API Services User Data Policy**, including its "Limited Use" requirements. Details are set out in the Privacy Policy.

**10.5. WhatsApp and Meta.** Use of WhatsApp remains governed by Meta's terms. It is the Customer's responsibility to comply with them, in particular the prohibition of unsolicited messages and bulk sending. Grouped and sequenced sending is also governed by Articles 11.5 and 11.6.

**10.6. LinkedIn and WhatsApp connectors.** The LinkedIn and WhatsApp connectors are not based on any partnership between the Provider and those platforms, nor on any programming interface provided by them to the Provider. Their operation depends on decisions of those platforms, which the Provider does not control.

- The Customer activates these connectors **on its own initiative and at its own risk**. It alone assesses whether it is appropriate to do so in light of the terms binding it to the platform concerned.
- The platform may, at any time, restrict, suspend or close the account that the Customer has connected to it. The Provider is not liable for such measures or their consequences.

- The Provider may suspend, restrict or withdraw these connectors, **without compensation**, where the platform concerned so requires, restricts access to it or makes its operation technically impossible or unlawful, or in order to preserve the security of the Service or of the connected accounts. In the event of permanent withdrawal for any other reason, the Customer may terminate its Subscription with effect from the date of withdrawal and obtain the return of the sums prepaid for the unexpired period.

**10.7. Browser extension.** The KasarCRM extension for Google Chrome is optional. The Customer and its Users install it **on their own initiative** and link it to their account; they may uninstall it at any time.

- **Sites covered.** The extension only operates on Gmail, Google Calendar, LinkedIn, WhatsApp Web, Google Meet, Microsoft Teams, Zoom and the Kasar platform. It only accesses those pages for the functions described below and, in detail, in Section 11 of the Privacy Policy. The CRM search shortcut and the side panel may be opened on the active tab, at the User's request.
- **Functions.** The extension (i) shows whether the person, company or conversation displayed is already in the CRM; (ii) adds or updates, **upon action by the User**, contacts, companies and conversations in the Service; (iii) links, upon action by the User, the User's LinkedIn account to the connector described in Article 10.6; (iv) records an online meeting, **only when the User starts the recording**.
- **Meeting recording.** Recording captures the audio and video of the meeting tab, the User's voice, the list of participants and, when they are displayed, the meeting's captions. Before starting it, the Customer and its Users **inform the participants** and obtain their consent where required, in accordance with Article 13.13.
- **Platform terms.** The Customer and its Users comply with the terms of the sites on which they use the extension, in particular those of LinkedIn, Meta and the videoconferencing services (Articles 10.2 and 10.6).
- **Data.** Data transmitted by the extension to the Service is Customer Data, processed under the DPA and Section 11 of the Privacy Policy. Uninstalling stops all collection; data already recorded follows Article 10.3.

**10.8. Applications connected by the Customer.** The Customer may connect to the Service, via the API, the MCP server or webhooks, applications or AI agents of its choice, which it configures and controls. These applications are neither sub-processors of the Provider nor components of the Service. Data transmitted to them is transmitted on the Customer's instructions, and the Customer is answerable for the actions they perform with the rights it has granted them and for the resulting transfers. The Provider may revoke the access of an application that threatens the security of the Service, informing the Administrator.

**10.9. Third-party decisions.** The loss or restriction of a feature resulting from a decision of a third-party provider (closure or restriction of an interface, change of terms) does not constitute a breach by the Provider. The Provider informs the Customer when it becomes aware of it.

## 11. Acceptable use

**11.1. Principle.** The Customer uses the Service in accordance with the Agreement, applicable regulations and the rights of third parties.

**11.2. Legal bases.** The Customer warrants that it has **all the legal bases, information and authorizations** required, in particular under the GDPR and Article L.34-5 of the French Postal and Electronic Communications Code, to import, synchronize and process Customer Data, including personal data of third parties, and to entrust its processing to the Provider. The Customer is the **controller** of such data (Article 14.1).

**11.3. Prohibited uses.** The following are prohibited in particular:

- (i) sending unsolicited communications, or communications in breach of the rules of the connected channels (Google, Microsoft, LinkedIn, WhatsApp/Meta, telephony operators);
- (ii) collecting, hosting or disseminating unlawful content or data;
- (iii) any attack on the security or integrity of the Service, in particular penetration testing or vulnerability scanning without the Provider's prior written consent, reverse engineering beyond the limits of Article L.122-6-1 of the French Intellectual Property Code, circumvention of usage limits or access controls, mass automated extraction and overloading; vulnerabilities are reported to [support@kasar.app](mailto:support@kasar.app) ;
- (iv) sharing an account between several persons, reselling the Service or making it available to third parties, other than under Article 4.8;
- (v) using the AI Features in breach of Article 13;
- (vi) using the Service for the purpose of developing a competing service;
- (vii) creating several Organizations to circumvent the limits of a Plan, the Trial or the Free Services;
- (viii) importing or collecting the data referred to in Article 11.4;
- (ix) publishing performance or security tests of the Service without the Provider's prior written consent.

**11.4. Health data and special categories of data.** The Service is not designed to host health data within the meaning of Article L.1111-8 of the French Public Health Code, as the Provider is not a certified health data host. Nor is it designed to process, as its main purpose, special categories of data (Article 9 GDPR), data relating to criminal convictions and offences (Article 10 GDPR), the French national registration number (NIR) or full payment card data of third parties. The Customer undertakes not to import them, enter them or organize their collection by means of the Service. This prohibition does not cover their incidental presence in a communication, recording or transcription that the Customer does not control. After informing the Customer, the Provider may request the removal of such data and, failing removal within fifteen (15) days, restrict access to the recordings concerned.

**11.5. Grouped sending and sequences.** For any grouped or sequenced sending, by email, LinkedIn or WhatsApp, the Customer:

- (i) sends messages only to persons whose contact details it has obtained lawfully and whom it may contact under Article L.34-5 of the French Postal and Electronic Communications Code and the GDPR;
- (ii) includes in each message a simple, free means of objecting to receiving further messages, and complies with objections without delay;
- (iii) clearly identifies the sender;
- (iv) complies with the limits of the providers of the connected accounts and the sending rates set by the Provider.

The Provider does not guarantee the deliverability of messages or their delivery times.

**11.6. Abusive sending thresholds.** The following are deemed abusive, over a campaign of at least five hundred (500) sends or over a rolling thirty (30) day period:

- a hard bounce rate above **5%**;
- a spam complaint rate above **0.3%**;
- the listing, as a result of the Customer's sending, of a domain or address operated by the Provider on a recognized blacklist;

- any measure taken by an email provider or a platform against the Provider's applications or domains because of such sending.

The Provider may then suspend the Organization's grouped or sequenced sending functions, by reasoned notice given no later than when the measure takes effect, until remediation.

**11.7. Reasonable use.** Resources presented as unlimited are unlimited within the framework of reasonable use. Use is unreasonable if it compromises the performance of the Service for other customers, or if it is unrelated to the Customer's customer relationship management. The Provider informs the Administrator, with the findings, and gives it **eight (8) days** to regularize or subscribe to a suitable offer. Failing that, it may restrict the resource concerned, without affecting access to Customer Data or its export.

**11.8. International sanctions.** The Customer declares that it is not targeted, nor owned or controlled by a person targeted, by restrictive measures of the European Union or of France. It undertakes not to give access to the Service to such a person or from a territory subject to such measures. The Provider may suspend and then terminate, without notice or compensation, the Agreement whose performance would expose it to a breach of those measures, in compliance with Regulation (EC) No 2271/96. Customer Data remains exportable to the extent permitted by those measures. The Customer complies with the export control regulations applicable to the Service and its components, in particular Regulation (EU) 2021/821, and does not use the Service for military or proliferation purposes.

**11.9. Reporting unlawful content.** Any person may report to [support@kasar.app](mailto:support@kasar.app) content hosted in the Service that they consider unlawful, stating the reasons, the precise location of the content, their name and email address, and a statement of good faith. The Provider examines the report and notifies its decision to its author, together with the available means of redress. Where it restricts content, it informs the Customer no later than when the measure is taken, with its reasons. The Provider does not carry out any general monitoring of Customer Data. It may disclose Customer Data in compliance with a request from a French or European Union authority, informing the Customer where the law permits.

**11.10. Suspension.** In the event of a breach by the Customer of Article 11, of a threat to the security, integrity or availability of the Service, or where an authority, a court decision or a third-party platform so requires, the Provider may suspend all or part of the access, limiting the measure, where possible, to the functions or Users concerned. The suspension is notified, with reasons, no later than when it takes effect; it lasts for the time necessary for regularization. Where it is based on a breach by the Customer or on the conduct of its Users, it does not suspend the payment obligation and does not give rise to any compensation; in other cases, it remains subject to Articles 15 and 16 and, for the Enterprise Plan, to the SLA. It does not deprive the Customer of the export of its Customer Data (Article 17.11); where the suspension is based on a compromise or a threat to security, export is restored as soon as the identity and rights of the requesting Administrator have been verified.

PART V

## Ownership, AI and data

### 12. Intellectual property

**12.1. The Service.** The Provider and its licensors retain all intellectual property rights in the Service, its software, its interface, its databases, its trademarks and its Documentation. The Agreement grants the Customer a personal, non-exclusive, non-assignable and non-transferable **right of use**, for the term of the Agreement and for the purposes of its professional activity, subject to Article 17.15. The Customer uses the Provider's trademarks and logos only to refer fairly to the Service.

**12.2. Customer Data.** The Customer **retains ownership** of its Customer Data. It grants the Provider a non-exclusive licence, for the term of the Agreement, limited to what is necessary to provide the Service (hosting, processing, backup, support, security, reversibility), subject to Article 12.3.

**12.3. Usage data.** The Provider may use technical measurements of the use of the Service (volumes, features used, performance, errors, Credit consumption), which reproduce neither the content of Customer Data, nor AI Inputs, nor AI Outputs, for the purposes of providing, securing, billing and improving the Service, and of compiling aggregated and anonymized statistics that do not allow the Customer, its Users or any data subject to be identified. These statistics are not sold and may be retained after the end of the Agreement. Information received from Google APIs is used only to provide or improve user-facing features, in accordance with Article 10.4.

**12.4. Feedback.** Suggestions and feedback provided by the Customer may be used freely and permanently by the Provider, without consideration, without disclosure of any confidential information of the Customer or any Customer Data.

**12.5. Infringement claims (*éviction*).**

- If a third party alleges, by a claim brought in the European Union, that the Service, as provided by the Provider, infringes its intellectual property rights, the Provider, at its option, defends the Customer holding a Paid Plan or exercises one of the options below, provided that it is informed without delay and receives the Customer's reasonable cooperation. Where it conducts the defence, it bears the damages awarded and the defence costs incurred, within the limit of Article 16.2.
- The Provider may, at its option, obtain the right to continue using the Service, modify or replace the infringing element, or terminate the Subscription and refund the sums prepaid for the unexpired period.
- The warranty does not apply where the claim results from Customer Data, an AI Output or its use, a connected third-party service, a modification or combination of the Service not provided by the Provider, or use not in accordance with the Agreement.
- For the Free Services, the Provider may only modify or withdraw the infringing element.
- This Article sets out the entire obligations of the Provider in respect of a third-party claim based on intellectual property.

## 13. Artificial intelligence features

**13.1. Description.** The Service includes features based on artificial intelligence models (the "**AI Features**"), in particular: the **Léo** assistant, analysis and summarization of communications, transcription of meetings, calls and voice memos, speech synthesis of Léo's responses, data enrichment and prospect search. The content submitted ("**AI Input**") is processed to produce a result ("**AI Output**").

**13.2. Providers.** To provide these features, the Provider uses the following providers, which act as **sub-processors** within the meaning of the GDPR. For this purpose, the content concerned is transmitted to them in **decrypted form**.

| Provider                      | Function                                                                              | Location and safeguards                                                                              |
|-------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Anthropic Ireland, Ltd</b> | Text generation, analysis, summarization, Léo assistant, web search                   | Contracting party established in Ireland; processing locations and safeguards: Appendix 3 to the DPA |
| <b>Deepgram, Inc.</b>         | Transcription of meetings, calls and voice memos                                      | United States; safeguards: Appendix 3 to the DPA                                                     |
| <b>OpenAI</b>                 | Speech synthesis of Léo's responses in the mobile application; fallback transcription | United States; safeguards: Appendix 3 to the DPA                                                     |

The complete and up-to-date list of sub-processors is set out in **Appendix 3 to the DPA**.

### 13.3. Model training.

- The Provider **does not use** Customer Data, AI Inputs or AI Outputs to train or improve artificial intelligence models, including in connection with Beta Features.
- **Anthropic** is bound, by its contract with the Provider, not to use the content transmitted to train its models. **Deepgram** does not use it to train or improve its models, the Provider having excluded the content transmitted from its model improvement program. **OpenAI** does not use it for that purpose under the terms applicable to its programming interface.

### 13.4. Retention by providers.

- **Anthropic:** the Provider has entered into a contractual **zero retention** commitment with Anthropic: the content transmitted is processed to produce the AI Output and is then not retained by Anthropic, save where required by law or to combat use contrary to its usage policy; it is not used to train its models.
- **Deepgram and OpenAI:** these providers may temporarily retain the content transmitted, under the terms of their programming interface, in particular for security and abuse detection purposes; they do not use it to train their models (Article 13.3).

**13.5. AI Output.** The Provider claims no rights in the AI Output generated from the Customer's AI Inputs and, to the extent necessary and permitted by law, assigns to the Customer any rights it may hold in it. An AI Output is not necessarily original: a similar result may be produced for a third party from comparable inputs.

**13.6. No warranty of accuracy.** The AI Features may produce inaccurate, incomplete, outdated or biased results, including plausible but false statements. The AI Output is a **decision-making aid** and **does not replace human judgement**. The Customer verifies it before any use, in particular before sending it to a third party. No warranty of accuracy is given and the Provider is not liable for decisions taken by the Customer on the basis of an AI Output.

**13.7. Actions of Léo and automations.** Actions performed by Léo at the request of a User, or as part of an automation, campaign or sequence configured and activated by the Customer, are deemed to have been performed on the Customer's instructions. The Customer is answerable for them, in particular towards recipients, as the messages are sent in its name. The Provider is answerable only for an action resulting from a malfunction of the Service or performed outside the configured permissions, under the conditions of Article 16.

**13.8. No automated decision-making.** The Customer undertakes not to use the AI Features to take, without meaningful human intervention, decisions producing legal effects concerning natural persons or similarly significantly affecting them (Article 22 GDPR).

**13.9. Transparency: what the Provider does (Article 50, paragraphs 1 and 2, of Regulation (EU) 2024/1689).** The Provider, as provider of the AI system, clearly informs the User, at the latest at the time of the first interaction, that Léo and the analysis functions are artificial intelligence systems. Where that Regulation so requires of it, it implements the marking of AI Outputs in a machine-readable format, insofar as technically feasible.

**13.10. Transparency: what falls to the Customer (Article 50, paragraph 4).** Where the Customer disseminates to third parties content generated or substantially modified by the AI Features, or sets up a direct interaction between a third party and an AI system, it is responsible for providing the information required by that Regulation.

**13.11. AI literacy (Article 4 of Regulation (EU) 2024/1689).** Each party ensures that the persons who use the AI Features under its authority have a sufficient level of AI literacy.

**13.12. Compliance with the AI Regulation.** The practices prohibited by Article 5 of Regulation (EU) 2024/1689 are forbidden; the Customer undertakes in particular not to use the AI Features to **infer the emotions** of a natural person in the workplace or in an educational institution. The Customer undertakes not to make any use falling within a high-risk AI system within the meaning of that Regulation without the Provider's prior written consent, and in that case assumes the obligations of the deployer.

**13.13. Recording and transcription.** Where the Customer activates the recording or transcription of calls, meetings or voice memos, including by means of the browser extension (Article 10.7), it is responsible for **informing the participants in advance** and for obtaining, where applicable, their consent, in accordance with applicable regulations.

**13.14. Evolution of models.** The Provider may change the models and providers used. Any new sub-processor is notified under the conditions of the DPA.

**13.15. Consumption.** Use of the AI Features is counted in Credits in accordance with Article 7.

## 14. Personal data

**14.1. Customer Data.** The processing, on behalf of the Customer, of the personal data contained in the Customer Data is governed by the **DPA**. The Customer is the **controller** of that data and the Provider the **processor**.

**14.2. Location.** The primary hosting of Customer Data (database and file storage) is located in the European Union. Certain processing is carried out outside the European Union, in particular in the **United States**: the synchronization infrastructure (emails, LinkedIn, WhatsApp, imports, automations) and the meeting recording

bot, operated at **DigitalOcean**, the routing of calls of the native telephony by **Twilio**, the AI Features referred to in Article 13.2, as well as certain service providers listed in Appendix 3 to the DPA. These transfers, the reasons for them and their safeguards are described in the DPA.

**14.3. Customer relationship data.** The processing by the Provider, as controller, of data relating to accounts, the Organization, billing and monitoring is described in the Privacy Policy.

**14.4. Security.** The Provider implements the technical and organizational measures described in Appendix 2 to the DPA, in particular isolation of data by Organization by means of a dedicated database schema, encryption at rest of the content of communications and of access secrets for third-party services, encryption in transit, role-based access control and logging. The content transmitted to AI providers is communicated to them in decrypted form (Article 13.2).

**14.5. Enrichment and prospect search.** Professional data obtained by means of the enrichment and prospect search functions is provided without any warranty of accuracy or currency. As soon as it is saved in the Organization, it is Customer Data: it is the Customer's responsibility to have a legal basis, to inform the data subjects (Article 14 GDPR), and to comply with their objections and with Article L.34-5 of the French Postal and Electronic Communications Code. The Provider does not build any database for its own account from the Customer's searches or from Customer Data.

**14.6. Jurisdictions and international governmental access.** In accordance with Article 28 of the Data Act, the Provider publishes and keeps up to date, at <https://kasar.app/portabilite>, the jurisdiction to which the ICT infrastructure used for processing is subject, for each of its services, as well as a general description of the technical, organizational and contractual measures it has adopted to prevent international access to or transfer of non-personal data held in the Union where such access or transfer would conflict with Union law or applicable national law. The Provider informs the Customer of any request from a third-country authority concerning its data before complying with it, save where the request serves a law enforcement purpose and for as long as is strictly necessary to preserve the effectiveness of the investigation.

## PART VI

## Service level and liability

### 15. Availability, service level and warranties

**15.1. Free, Pro and Max Plans.** The Provider uses reasonable means to ensure the availability of the Service. **No quantified service level commitment (SLA) is attached to the Free, Pro and Max Plans.** The Provider may interrupt the Service for maintenance; it informs Customers of planned interruptions insofar as possible, save in an emergency.

**15.2. Enterprise Plan.** For the Enterprise Plan only, the Provider commits to a **monthly availability rate of 99.5%**, within the scope and subject to the exclusions defined by the SLA and the Enterprise Specific Terms. Availability is **measured by the Provider**, in accordance with Article 5 of the SLA; its records are authoritative unless proven otherwise. Failure to meet this commitment entitles the Customer, upon request made under the conditions of the SLA, to a **service credit capped at 10% of the Reference Monthly Fee** (as defined in the SLA) for the month concerned. This service credit is the **sole remedy** in respect of the availability of the Service, to the exclusion of any other compensation on that ground. This exclusivity does not deprive the Customer, where the Base Service is continuously unavailable for more than seventy-two (72) hours, of a service credit equal to the fraction of the Reference Monthly Fee corresponding to the duration of that unavailability, which then replaces the capped service credit.

**15.3. Third-party services.** The availability of certain features depends on third-party services connected by the Customer and on third-party platforms (Article 10). Their unavailability does not constitute a breach by the Provider.

**15.4. Free Services.** The Free Plan and the Trial are provided **as is**, without any guarantee of performance or availability. This provision does not release the Provider from its security and data protection obligations.

**15.5. Paid Plans: non-conformity.** The Provider provides the Service in accordance with the Documentation, without warranting that it will be error-free or uninterrupted. A Customer who finds a substantial and reproducible non-conformity of the Service with the Documentation reports it to [support@kasar.app](mailto:support@kasar.app) within thirty (30) days of discovering it; a late report remains admissible within the period set out in Article 16.8, but the Provider is not liable for any aggravation of the damage attributable to the delay in reporting. The Provider has **thirty (30) days** to correct it or to propose a reasonable workaround; failing that, the Customer may terminate the Subscription with immediate effect and obtain a refund of the sums prepaid for the unexpired period. This procedure is a **mandatory prerequisite** to any claim for a price reduction, rescission or damages based on a non-conformity, save in the event of gross negligence or wilful misconduct/fraud; it suspends the limitation period for its duration. It applies neither to the Free Services nor to Beta Features.

**15.6. Backups and data loss.** The Provider has backups of Customer Data made by its database host, according to that host's frequency and retention period (Appendix 2 to the DPA). It is the Customer's responsibility to keep its own exports. In the event of loss of Customer Data attributable to the Provider, the Provider uses **reasonable means** to restore the data from the last usable backup, where such restoration is technically possible without affecting the other Organizations. Compensation is limited to the reasonable cost of reconstituting the data that could not be restored or, for data that cannot be reconstituted, to the direct loss resulting from its loss, within the limit of Article 16.2.

**15.7. Support.** Support is provided by email at [support@kasar.app](mailto:support@kasar.app) and via the messaging built into the Service. Response times stated on the website or in the Service are **indicative targets**, without commitment, penalty or compensation. Support for the Enterprise Plan is governed by the Enterprise Specific Terms and the SLA. Custom configuration, data migration and training are subject to a separate quote.

## 16. Liability

**16.1. Principle.** The Provider is bound by an **obligation of means** (*obligation de moyens*). It is liable only for direct and foreseeable damage resulting from a proven breach of its obligations.

**16.2. Cap.** Subject to Article 16.3, the Provider's liability, for all causes, on all legal grounds and for all heads of loss combined (including in respect of personal data, confidentiality and intellectual property), is limited to the **higher** of the following two amounts:

- (i) the **sums actually paid by the Customer during the twelve (12) months** preceding the event giving rise to the damage;
- (ii) **one hundred euros (€100)**, the amount applicable in particular to the Free Services.

This cap **may in no event exceed fifty thousand euros (€50,000)**, whatever the Plan, **Enterprise included**. It covers all claims arising during the same twelve (12) month period, whatever their number, and the total amount payable by the Provider may not exceed **fifty thousand euros (€50,000)** for the entire term of the Agreement. Service credits and damages paid by the Provider are set off against this cap; refunds of sums prepaid for an unexpired period are not. Once the total amount of fifty thousand euros (€50,000) has been reached, the Customer may terminate the Agreement by notice, with immediate effect; Article 7.3 of the Enterprise Specific Terms does not apply and the sums prepaid for the unexpired period are returned to it.

**16.3. Exclusions from the cap.** The cap in Article 16.2 does not apply in the event of gross negligence, wilful misconduct/fraud or personal injury.

**16.4. Excluded losses.** The following are not compensable, whether characterized as direct or indirect: loss of revenue, profit, customers, reputation, opportunity or anticipated savings, and any indirect loss. Nor are the following compensable: the costs of procuring a substitute service, fines and penalties imposed on the Customer, and any loss resulting from a third-party claim against the Customer, subject to Articles 12.5 and 15.6 and to the recourse action provided for in Article 82, paragraph 5, of the GDPR (Article 14.2 of the DPA).

**16.5. Beta Features.** The Provider's liability in respect of Beta Features is limited, for all causes combined, to **one hundred euros (€100)**, subject to Article 16.3.

**16.6. Allocation of risks.** The price of the Plans, including the free-of-charge nature of the Free Services, is set taking into account the allocation of risks resulting from this Article.

### 16.7. Customer's liability and indemnity.

- The Customer is solely responsible for Customer Data, its lawfulness, its use of the Service and of AI Outputs, and the access it grants to its Users.
- It indemnifies the Provider against any third-party claim, including from message recipients, resulting from its breach of Articles 4.2, 4.3, 7.8, 10.8, 11.2 to 11.6, 11.8, 13.7, 13.13 and 14.5.
- The Provider notifies the claim to the Customer as soon as possible; the parties consult each other on the conduct of the defence and the Provider does not enter into any settlement to be borne by the Customer without the Customer's consent.

- The indemnity covers damages awarded, reasonable defence costs and settlement amounts accepted by the Customer. It is reduced in proportion to the Provider's share in causing the damage. It does not cover administrative or criminal fines imposed on the Provider for its own breaches.

**16.8. Limitation period.** In accordance with Article 2254 of the French Civil Code, any action by either party against the other under the Agreement, whatever its legal basis, is time-barred after **one (1) year** from the event giving rise to it or, if the claimant establishes that it was not aware of it on that date, from the day on which it became aware or should have become aware of it. This Article does not apply to actions for payment of the price, fees and other sums stipulated in the Agreement, nor to actions for restitution of such sums. The indemnity action under Article 16.7 runs from the third party's claim.

**16.9. Recourse against subcontractors and waiver by insurers.** The Customer waives, and undertakes to cause its insurers to waive, any recourse against the Provider's subcontractors, hosting providers and suppliers under the Agreement, as well as any recourse against the Provider and its insurers beyond the limits of this Article 16. Sub-processors have no direct obligation towards the Customer, subject to the rights that data subjects derive from Article 82 of the GDPR.

**16.10. Unilateral remedies.** The parties exclude the application of Articles 1222 and 1223 of the French Civil Code. The Customer may suspend payment of sums due under Article 1219 of the French Civil Code only in the event of total non-performance of the Service, with the application and its API being inaccessible, for more than fifteen (15) consecutive days; any dispute as to conformity follows the procedure in Article 15.5.

## PART VII

## End of the Agreement and reversibility

### 17. Reversibility, portability and switching provider

This Article implements **Chapter VI of Regulation (EU) 2023/2854 (Data Act)**, applicable to cloud computing services since 12 September 2025. It applies notwithstanding any provision to the contrary in the Agreement, to the extent required by that Regulation.

**17.1. Continuous export.** Throughout the term of the Agreement, the Customer may export its Customer Data at any time, by itself, by means of the Service's self-service export functions, its API and its MCP server, in **open and machine-readable formats** (CSV, XLSX, JSON) or, for files, in their original format, for all the portable categories in Appendix 1. Export from the interface and via the API is limited to **ten thousand (10,000) rows per object** and per operation, and is subject to the rate limits of Article 5.9; larger volumes are obtained, on a self-service basis, through successive operations or via the API.

**17.2. Right to switch provider.** The Customer may, at any time, request to switch to another provider of data processing services or to port its Exportable Data to its own infrastructure. The request is sent in writing to [support@kasar.app](mailto:support@kasar.app). In it, the Customer states which of the following decisions it intends to take at the end of the notice period:

- (a) **switch to another provider** covering the same service type, providing the necessary details of that provider;
- (b) **switch to its own infrastructure** (on-premises or hosted on its behalf);
- (c) **erase** its Exportable Data.

**17.3. Notice period.** The notice period for implementing the switch **does not exceed two (2) months** from the request; the Customer may request a shorter notice period, which the Provider implements provided that it is technically feasible. The Agreement ends, and the Provider notifies the Customer thereof, (i) upon successful completion of the switching process, or (ii) at the end of the notice period where the Customer has opted solely for the erasure of its data. The financial consequences of exit are governed by Article 9.6.

**17.4. Transitional period.** Upon expiry of the notice period, a **transitional period of thirty (30) calendar days** begins, during which the Agreement remains applicable and the Provider:

- (i) provides **reasonable assistance** to the Customer and to the third parties it has authorized in the switching process;
- (ii) acts with **due care to maintain business continuity** and continues to provide the functions and services provided for in the Agreement;
- (iii) clearly informs the Customer of **known risks** to the continuity of the functions or services on its side;
- (iv) maintains a **high level of security** throughout the process, in particular during the transfer of data and during the retrieval period referred to in Article 17.6.

### 17.5. Adjustment of the transitional period.

- The Customer may **extend it once**, for a period it considers appropriate to its needs, before or during its course.
- Where the thirty (30) day period is technically unfeasible, the Provider notifies the Customer within **fourteen (14) working days** following the switching request, duly justifies that impossibility and proposes an alternative transitional period, which **may not exceed seven (7) months**. Continuity of the Service is ensured throughout that period.

**17.6. Retrieval period.** The Customer then has a retrieval period of at least **thirty (30) calendar days**, running from the end of the transitional period, during which access to the Service is maintained solely for the purpose of exporting its Exportable Data. Where the Agreement ends without a switch of provider, this period runs from the effective date of the end of the Agreement.

**17.7. Deletion.** Upon expiry of the retrieval period, the Provider deletes the Exportable Data generated directly by the Customer or relating directly to it, under the conditions of Article 12 of the DPA, residual backups being purged according to their rotation cycle. The Customer may request written confirmation of the deletion.

**17.8. Charges.** The Provider **imposes no switching charges**: no exit fees, no extraction fees, and no penalty linked to the switch itself. Only the subscription fees corresponding to the period during which the Service is actually provided, including the notice period and the transitional period, remain due, together with the sums provided for in Article 9.6 for the current period or the commitment term subscribed to, which constitute early termination penalties and not switching charges within the meaning of Article 2, point 36, of the Data Act.

**17.9. Scope of portable data.** The categories of portable data and digital assets, as well as the categories excluded because they are system data originating from connected services, which remain available from those services, because they are specific to the internal operation of the Service or because their disclosure would expose a trade secret, are set out exhaustively in **Appendix 1**, in its version in force at the time of subscription. These exclusions **neither prevent nor delay** the switch of provider.

**17.10. Formats, open interfaces and online register.** The Provider makes available, free of charge and on the same conditions for all its Customers and for the destination providers concerned, documented **open interfaces** (REST API and MCP server) enabling the development of the software necessary for portability and interoperability. It publishes and keeps up to date, at <https://kasar.app/portabilite>, an **online register** of the data structures, data formats, relevant standards and open interoperability specifications in which the Exportable Data is available, as well as the known procedures, methods, restrictions and technical limitations of switching.

**17.11. Export in all circumstances.** The ability to export Customer Data by means of the self-service export functions is maintained **including where access to the Service is restricted or suspended**, under the conditions of Articles 5.3, 8.9 and 11.10. The export is carried out by the Customer itself, **free of charge** and without any intervention by the Provider, for all the portable categories in Appendix 1. Manifestly unlawful content and orders of an authority are reserved.

**17.12. No obstacles.** In accordance with Article 23 of the Data Act, the Provider does not impose or maintain any pre-commercial, commercial, technical, contractual or organizational obstacle preventing the Customer from terminating the Agreement after the notice period, from entering into a contract with another provider, or from porting its Exportable Data to that provider or to its own infrastructure.

**17.13. Good faith.** The Provider cooperates in good faith with the Customer and, where applicable, with the destination provider, in order to make the switch effective, to enable the timely transfer of data and to maintain the continuity of the service (Article 27 of the Data Act).

**17.14. Cessation of business.** If the Provider decides to permanently cease operating the Service, it informs Customers in writing at least **ninety (90) days** in advance. **The notice period may not expire before the end of the current subscription period.** During this notice period, the Provider uses reasonable means to maintain the Service and in any event maintains the export functions; no new instalment is charged beyond the current period. Sums paid for the current period do not give rise to any pro rata refund. For the Enterprise Plan, this notification also opens continuity of the Service (Article 17.15 and Article 12 of the EST).

**17.15. Continuity.** For the Enterprise Plan, continuity of the Service in the event of the Provider's failure is governed by Article 12 of the Enterprise Specific Terms. No continuity licence or source code deposit is attached to the other Plans.

## PART VIII

## Final provisions

### 18. Confidentiality

**18.1.** Each party preserves the confidentiality of the other party's confidential information to which it has access, uses it only for the performance of the Agreement, gives access to it only to persons who need to know it and are bound by an equivalent obligation, and protects it with at least the same care as its own confidential information. Customer Data, the Provider's security documentation and non-public pricing terms are in particular confidential.

**18.2.** This obligation applies for the term of the Agreement and **five (5) years** after it ends; for trade secrets within the meaning of Articles L.151-1 et seq. of the French Commercial Code, it continues for as long as they retain that character. It does not cover information that is public, lawfully held before it was disclosed, independently developed, or whose disclosure is required by law. These exceptions do not apply to Customer Data.

**18.3.** The Provider may disclose the terms of the Agreement, excluding Customer Data, to its advisers, investors, lenders and potential acquirers bound by a confidentiality obligation.

### 19. Amendments to the General Terms

**19.1.** The Provider may amend the General Terms, in particular to take account of legal, regulatory or technical developments, or of the evolution of the Service.

**19.2.** Any amendment is notified to the Customer at least **thirty (30) days** before it takes effect, by email and by publication of the amended version.

**19.3.** Continued use of the Service after the amendment takes effect constitutes acceptance. A Customer who refuses the amendment may, before it takes effect, terminate its Subscription; termination takes effect at the end of the current period, during which the previous version continues to apply to it. Amendments required by law or by the security of the Service apply as soon as they take effect.

**19.4.** For the Enterprise Plan, the Enterprise Specific Terms determine how amendments apply during the commitment term.

**19.5.** Successive versions of the General Terms are archived and provided on request.

### 20. Force majeure, subcontracting and assignment

**20.1. Force majeure.** Neither party is liable for failure to perform its obligations resulting from an event of force majeure within the meaning of Article 1218 of the French Civil Code. The following may in particular constitute an event of force majeure, where they meet its conditions: a widespread failure of telecommunications networks; a failure of a hosting, cloud infrastructure, telecommunications or AI model provider, or of a third-party platform, provided that it does not result from a failure by the Provider in the

selection or monitoring of that provider; a large-scale cyberattack that measures consistent with the state of the art could not prevent; a decision of a public authority; an epidemic, a war, a riot. The obligation to pay sums due is not suspended.

**20.2. Prolonged impediment.** If the impediment exceeds **sixty (60) consecutive days**, either party may terminate the Agreement by notice, without compensation on either side.

**20.3. Subcontracting.** The Provider may use subcontractors to provide the Service, under the conditions of the DPA as regards personal data. It remains responsible for their performance towards the Customer, within the limits of Article 16.

**20.4. Assignment and change of control.** The Provider may assign or transfer the Agreement, in whole or in part, to any company affiliated with it or to any third party taking over all or part of the business to which the Service relates, in particular by merger, demerger, contribution or transfer of a business or of assets. **The Customer consents to this in advance within the meaning of Article 1216 of the French Civil Code;** the assignment is enforceable against it upon notification, and **the Provider is released for the future** in accordance with Article 1216-1 of the French Civil Code. The Customer may assign the Agreement only with the Provider's prior written consent. The Customer notifies any change in its control within the meaning of Article L.233-3 of the French Commercial Code; if the new controlling shareholder is a Competitor, the Provider may terminate the Agreement subject to thirty (30) days' notice, refunding the sums prepaid for the unexpired period.

## 21. General provisions

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**21.1. Partial invalidity.** If a provision is held to be void or unenforceable, it is deemed not written and replaced by a valid provision with an effect as close as possible; the other provisions remain in full force and effect.

**21.2. Waiver.** A party's failure to invoke a breach does not constitute a waiver of its right to invoke it subsequently.

### 21.3. Customer reference.

- Unless the Customer objects, the Provider may cite the Customer's name and reproduce its logo in its commercial references (website, presentations, sales documents). For this sole purpose, the Customer grants it a free, non-exclusive licence to its name and logo, for the term of the Agreement.
- The Customer may object **at any time** by email to [support@kasar.app](mailto:support@kasar.app). The Provider then removes the reference from its materials within thirty (30) days; it is not bound in respect of materials already distributed.
- The Customer's **express consent** is required (i) where the Customer is a sole trader whose name constitutes personal data, and (ii) for any testimonial, quotation or case study.

**21.4. Communication of the general terms of sale.** In accordance with Article L.441-1 of the French Commercial Code, the General Terms constitute the sole basis for commercial negotiation and are provided to any professional who requests them.

**21.5. Evidence.** In accordance with Article 1368 of the French Civil Code, the parties agree that the Provider's computerized records, connection and operation logs, timestamps and emails exchanged, kept under reasonable security conditions, constitute evidence between them of the connections, acceptances, subscriptions, consumption, notifications and operations carried out, unless proven otherwise.

**21.6. Language.** The Agreement is drawn up in French. Any translation is provided for convenience; in the event of any discrepancy, only the French version is authoritative.

**21.7. Notices.** The Provider's notices are sent by email to the Administrator's address, which the Customer keeps up to date, and where applicable displayed in the Service; they are presumed received, unless proven otherwise, on the Business Day following their dispatch. The Customer's notices are sent to [support@kasar.app](mailto:support@kasar.app) or from the administration area. Formal notices sent by email are valid within the meaning of Article 1344 of the French Civil Code.

**21.8. Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes any prior exchange not incorporated in it. Exchanges with support and announcements of future features have no contractual value, without prejudice to Article 1112-1 of the French Civil Code.

**21.9. Independence of the parties.** The parties are independent contractors. The Agreement does not create any partnership, agency or employment relationship between them.

**21.10. Hardship.** Each party waives the benefit of Article 1195 of the French Civil Code and assumes the risk of an unforeseeable change of circumstances, without prejudice to Articles 7.6, 7.7 and 8.7.

**21.11. Headings.** Article headings are for convenience only and do not affect their interpretation.

**21.12. Non-solicitation.** For the term of the Agreement and twelve (12) months after it ends, the Customer undertakes not to solicit, directly or indirectly, the hiring of any employee or contractor of the Provider who has been involved in the performance of the Agreement, save with the Provider's written consent. In the event of breach, the Customer pays the Provider an indemnity equal to six (6) months of the last gross remuneration of the person concerned. This clause does not restrict the person's freedom to respond to a public job offer.

## 22. Governing law and dispute resolution

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**22.1. Governing law.** The Agreement is governed by **French law**, excluding the Vienna Convention on Contracts for the International Sale of Goods.

**22.2. Prior complaint.** Before bringing any legal action, the claimant party sends a written, reasoned complaint to the other party (for the Provider: [support@kasar.app](mailto:support@kasar.app)). The parties then have **thirty (30) days** to seek an amicable solution. This step is not required for an action for payment of sums due under the Agreement, nor for protective or urgent measures; it suspends the limitation period for its duration.

**22.3. Jurisdiction.** Failing amicable resolution, any dispute between the Provider and a Customer having the status of a merchant (*commerçant*), relating to the Agreement, including its formation, validity, interpretation, performance or termination, falls within the exclusive jurisdiction of the Paris Economic Activities Court (*Tribunal des activités économiques de Paris*), or of any court that may replace it, including in the event of multiple defendants, third-party claims for indemnity or urgent proceedings. With regard to other Customers, the competent court is determined according to the ordinary rules of law.

## Appendix 1: Exportable Data, portable categories and exclusions

Appendix adopted pursuant to Article 25, paragraph 2, points (e) and (f), of Regulation (EU) 2023/2854 (Data Act), which requires an **exhaustive specification** of the portable categories and of the excluded categories. The technical details (structures, formats, standards, procedures and known limitations) are published and kept up to date at <https://kasar.app/portabilite>.

### 1. Portable categories

| Category                              | Content                                                                                                                                                                         | Method of retrieval                                     | Export format                  |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------|
| <b>Records</b>                        | Contacts, companies, opportunities, products, and any custom object created by the Customer, with all field values and their relationships                                      | Self-service (interface CSV/XLSX, API and MCP CSV/JSON) | CSV or JSON                    |
| <b>Data model</b>                     | Objects, fields, types, drop-down list options, relationships, calculation rules                                                                                                | Self-service (interface, API and MCP)                   | CSV or JSON                    |
| <b>Notes and tasks</b>                | Notes, tasks and reminders attached to records                                                                                                                                  | Self-service (interface, API and MCP)                   | CSV or JSON                    |
| <b>Pipelines</b>                      | Pipelines and their stages, with the position of records                                                                                                                        | Self-service (interface, API and MCP)                   | CSV or JSON                    |
| <b>Files attached to records</b>      | Documents, images and attachments added to records                                                                                                                              | Self-service (interface, API and MCP)                   | Files in their original format |
| <b>AI Outputs retained in records</b> | Scores, enrichments and other AI Outputs stored in the fields of a record                                                                                                       | Self-service, with the record                           | Included in the record export  |
| <b>Organization and permissions</b>   | User directory, roles, permissions, team membership                                                                                                                             | Self-service (interface, API and MCP)                   | CSV or JSON                    |
| <b>Work configuration</b>             | Lists and record membership, views, filters, dashboards, message templates, sequences                                                                                           | Self-service (interface, API and MCP)                   | CSV or JSON                    |
| <b>Integration settings</b>           | Connected integrations, linked accounts, synchronization rules, <b>excluding authentication secrets</b> (OAuth tokens, API keys), which are not exportable for security reasons | Self-service (interface, API and MCP)                   | CSV or JSON                    |
| <b>Consumption</b>                    | Credit consumption history, including for telephony                                                                                                                             | Self-service (interface, API and MCP)                   | CSV or JSON                    |

All categories are exported on a self-service basis, from the interface, via the documented REST API or via the MCP server, under the conditions of Articles 17.1 and 17.11. Access to the portability interfaces is **free of charge**, including for the destination provider designated by the Customer.

## 2. Excluded categories

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Excluded from Exportable Data are **system data originating from connected services**, as well as the only categories specific to the **internal operation** of the Service, whose disclosure would expose a trade secret of the Provider or of a third party, or which have no meaning outside the Provider's environment:

- **system data originating from connected services**: synchronized emails, LinkedIn, WhatsApp and SMS messages, calls, meetings and calendar events, audio and video recordings, transcripts, analyses and summaries generated from these interactions, activity history and logs. These data remain available in the Customer's source services (in particular Gmail, Outlook, LinkedIn, WhatsApp), from which it retrieves them; the elements derived from them pertain to the internal operation of the Service. For the Enterprise Plan only, these data may be exported on request sent to [support@kasar.app](mailto:support@kasar.app) ;
- the **source code** of the Service, its internal schemas and its algorithms;
- **system prompts**, orchestration chains and AI model configurations;
- **technical infrastructure logs**, internal search indexes, queues, caches and runtime artefacts;
- **monitoring metrics** and application telemetry data;
- **authentication secrets** for third-party services (tokens, keys), for security reasons;
- data belonging to **other Organizations** and elements protected by an intellectual property right of the Provider or of a third party.

In accordance with Article 25, paragraph 2, point (f), of the Data Act, **these exclusions neither prevent nor delay the switch of provider**: data originating from connected services remain accessible to the Customer from those services, and none of the other exclusions is necessary for Exportable Data to be taken over by another provider or by the Customer itself.