



## TERMS OF USE OF THE KLAXOON SERVICE "ToU" (In force as of January 10<sup>th</sup> 2022)

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### Welcome to KLAXOON!

KLAXOON publishes, markets, and harnesses a set of collaborative tools used to organize workshops aimed at improving teamwork (referred to hereafter as the "**Service**").

Depending on the format chosen, the Service is accessed by Software as a Service via the internet or via a device provided by KLAXOON.

These Terms of Use (referred to hereafter as the "**ToU**") apply to all individual users over the age of 18 (referred to hereafter as "**you**" or the "**Users**") and are intended to establish the terms and conditions of access to / use of the Service. Prior to using our Service, you acknowledge having read and understood these ToU and further acknowledge your unreserved acceptance of the same.

### 1. SOME DEFINITIONS TO START WITH

"**Activity**" means KLAXOON's activity (*i.e.*: Board, Session, Questions, Memo, etc.) created by a Animator to which Participants may connect.

"**Administrator**" means the person responsible for the roll-out and management of User Accounts via the Console for the Client.

"**Animator**" means any individual in possession of a User License who has created a KLAXOON activity.

"**Authorized User**" means any User authorized by the Client to access the Service.

"**Client**" means a private individual or corporate entity (*i.e.*: business, organization, public body, etc.) who has contracted with KLAXOON to subscribe to User Licenses.

"**Console**" means the management console for Licenses made available to the Client and managed by an Administrator.

"**Contract**" means the contract agreed between the Client and KLAXOON for the subscription of Licenses and subject to the present terms.

"**Independent User**" means any User accessing the Service who is not under Contract with a Client.

"**KLAXOON or "us"**" means the company KLAXOON and/or any of its affiliated companies.

"**Participant**" means any User invited to join an Activity created by an Animator.

"**Parties**" means KLAXOON and the User.

"**Third Party User Content**" means the User Content created and made available by an Animator User or Participant whilst using the Service.

"**User**" means any person who has a User Account.

"**User Account**" means the personal account of a User enabling access to the Service.

"**User Content**" means the content of the User that is created, stored, and broadcasted whilst using the Service, particularly including any text, diagram, logo, graphic design, picture, illustration and/or animation.

"**User Identifiers**" means the username (*non-generic email address*) and personal and confidential password of each User required to access the Service.

"**User License**" means an individual, non-exclusive, non-sublicensable, non-transferable right for the User to access the Service in accordance with the option taken out.

### 2. HOW TO ACCESS THE KLAXOON SERVICE

#### 1) Creation of your User Account

- **If you are an Authorized User:** Before you first connect to the Service, the Administrator will activate your User Account via the Console. Depending on the type of connection chosen by the Client, you can connect to the Service (i) by using the *Single Sign On "SSO"* method; or (ii) by coupling your predetermined username (established by the Administrator) (*generic email addresses are not accepted*) with a personal password. In the absence of a Console, you will be requested, when you first connect, to create your User Account in order to access the Service. To do this, you will need to fill in your surname, first name, email address (*generic email addresses are not accepted*) and password. Once these User Identifiers have been selected you will receive an email confirming the creation of your User Account.
- **If you are an Independent User:** When you first use the Service, you will be asked to create your User Account for access thereto. To do this, you will need to fill out your name, first name, email address (*generic email addresses are not accepted*) and password. Once these User Identifiers have been selected you will receive an email confirming the creation of your User Account.



As these User Identifiers are essential for the purposes of maintaining the confidentiality and security of User Content, you agree that they shall not be communicated to any third party in order to avoid the risk of any intrusion or usurpation of your User Account. KLAXOON shall not be held responsible for any use of your User Account by a third party who has access to your User Identifiers.

Any entry of falsified, inaccurate, illegitimate, out-of-date or incomplete information, containing offensive, defamatory, abusive, or obscene terms, or more broadly terms contrary to public order or common decency, may give rise to the suspension or closure of your User Account. Additionally, you agree that you shall not create or use accounts other than the account initially created, whether under your own identity or that of a third party, without KLAXOON's prior express authorization.

The User Account is personal. As such, you agree not to give, rent out, share, and/or lend your User Account to any third party.

Non-compliance with these conditions may lead to an immediate suspension of your User Account by KLAXOON.

## 2) Connection to the Service

To connect to the Service via the Software as a Service method, you require a compatible device (*smartphone, tablet, computers equipped with IOS, Android or Windows operating systems*) which has broadband internet.

Please be reminded that the Internet network enabling access to the Service is an open and informal network, constituted by international interconnections of data-processing networks utilizing the TCP/IP standard. Internet governance is not ran by any central body, each part of the network belongs to a public or private independent organization. Its functioning relies upon cooperation between the service providers of the various networks, without there being any obligation in respect of the supply, or quality of supply, between service providers. Networks may have varying transmission capacities and their own usage policies. We cannot guarantee the smooth functioning of the Internet as a whole, and nor therefore can we prevent lack of access, whether completely or partially, to the Service.

To connect to the Service via a Klaxoon device, please read the relevant documentation available via your User account.

## 3. HOW TO USE THE KLAXOON SERVICE

You undertake to access and use the Service in accordance with these ToU. To this end, you acknowledge that access to / use of the Service is personal only, and you therefore prohibit any commercialization of the Service such as it is, or the products and services forming all or part of the Service billed to third parties, with the exception of Users who have been previously and expressly authorized to do so by KLAXOON (*i.e. partners, certified Klaxoon consultants, etc.*).

Whilst using the Service, you agree not to upload, download, store, display, or transfer User Content that may contain (i) viruses, trojan horses and/or malware or spyware, and/or (ii) any material which constitutes or encourages behavior which might be considered to be a criminal offense giving rise to civil liability or otherwise contrary to the law and/or containing defamatory, obscene, or offensive material.

Please be informed that in respect of the provision of the Service, KLAXOON acts as a provider of online services. As such KLAXOON:

- simply makes available storage space to Users for User Content;
- does not preview, nor has any knowledge of User Content;
- does not exert any editorial control over User Content prior to it being uploaded, hosted and/or transferred via the Service, and
- does not exert any control over the use of Third-Party User Content by a User.

Where there is a breach of the rules regarding use of the Service, we reserve the right to delete all or part of the litigious User Content. Subject to applicable legal provisions, KLAXOON will not be held accountable for any failure to delete / delay in deleting such User Content.

## 4. HOW DO WE PROTECT INTELLECTUAL PROPERTY?

### 4.1 Our intellectual property rights

We reserve the entirety of our intellectual property rights, such as, in particular, any trademarks, licenses, utility certificates, inventions, know-how, copyrights, related rights, software, as well as documentation and preparatory work in relation thereto, databases, rights of the producer of databases, industrial design rights, branding, company names, trade names and/or domain names (referred to hereafter as "**Intellectual Property Rights**") covering the Service, its interface, documentation, and devices (*i.e.: Klaxoon Box, Meeting Board, etc.*), and more broadly, any future development which may be protected by intellectual property rights.

These ToU do not in any way assign Intellectual Property Rights to you. As such, any reproduction, disclosure, dissemination, distribution, presentation, adaptation, translation, modification, decompiling, disassembly, commercialization, and sublicensing of all or part of our Intellectual Property Rights, irrespective of the purpose, duration, location, means, and medium, is prohibited without our prior written authorization.

## 4.2 Your intellectual property rights

You own the data you input into the Service and acknowledge being solely responsible for any data you create, modify, delete, store, or transfer via the Service. If you are an Authorized User, the Client owns and is responsible for all User Content you create, modify, or delete whilst using the Service.

You hereby declare that you own the intellectual property rights relating to the data you input into the Service, and/or have all necessary related rights and permissions in order to use, reproduce, disseminate, and present such data whilst using the Service.

For the strict purpose of providing the Service, you hereby grant us a free, non-exclusive, non-sublicensable, non-transferrable license to reproduce, adapt, translate, present, display, distribute, and/or circulate User Content, on any media, hitherto known or unknown (particularly printed format, optical storage, analogue, digital, website, etc.).

## 4.3 Intellectual Property Rights of other Users

Whilst using the Service, you may also peruse and use Third-Party User Content. To that end, you acknowledge that the use of Third-Party User Content is subject to:

- These ToU;
- Compliance with the Intellectual Property Rights of the Third-Party User, and
- Compliance with applicable legal provisions.

As a result, you:

- Are solely responsible for the consequences resulting from the consultation, sharing, and use of Third-Party User Content;
- Undertake to obtain prior authorization from the owner of Third-Party User Content before any use thereof which may infringe their Intellectual Property Rights and the potentially confidential nature of the Third-Party User Content (*deletion of any copyright notice or other proprietary notice, modification, translation, creation of derivative work, reproduction, and circulation, etc.*), except in the case whereby the use of such content is authorized under applicable legislation.

## 4.4 For our American Users

If you believe that Third-Party content linked to the Service infringes your copyrights (within the meaning of the Digital Millennium Copyright Act ("DMCA")), you should send your claim to the following address: [legal@klaxoon.com](mailto:legal@klaxoon.com)

To be effective, this notification should contain the following details: (1) the 'wet' or electronic signature of the person authorized to act on behalf of someone whose exclusive right has allegedly been infringed; (2) identification of the work protected by the copyright that has allegedly been infringed; (3) identification of the counterfeit material, or material that is being used as part of an illegal activity, which must be removed, or to which access must be disabled, as well as reasonably sufficient information to enable us to locate the material; (4) reasonably sufficient information to enable us to contact the plaintiff, such as an address, a telephone number and, if applicable, an email address via which the plaintiff may be contacted; (5) a declaration according to which the plaintiff believes, in good faith, that the use of the material in the way referred to is not authorized by the copyright holder, his representative, or the law; and (6) a declaration according to which the information contained in the notification is accurate, and under penalty of perjury, that the plaintiff is authorized to act on behalf of the party whose exclusive right has allegedly been violated.

## 5. HOW IS PERSONAL DATA PROCESSED?

### 5.1 How do we process your personal Data?

As part of providing the Service, we are required to process data of a personal nature (referred to hereafter as "**Personal Data**") as Data Controller / Processor within the meaning of EU legislation on the protection of personal data (GDPR).

Please be informed that as a Data Processor we collect Personal Data generated by you in Klaxoon for the following purpose: hosting user Content.

As Data Controller, we also collect your surname(s), first name(s) and email address (*Data generated upon creation of an account*) for the following purposes:

- Administration of User accounts;
- Management of the contractual relationship;
- Management of customer relations (*Replies to questions from users; improvement of the user experience, dealing with requests for assistance from users; processing requests for a right of access to, correction of, and objection to the use of personal data*);
- Sales/marketing prospecting (*sending newsletters relating to a new product, feature, or organization of an event in relation thereto, etc.*).

Our policy relating to the protection of Personal Data is set out in the agreement regarding the processing of personal Data ("**Data Processing Agreement**" or "**DPA**") which can be accessed via the following link: <https://static.klaxoon.com/website/pdf/dpa-en.pdf> , and



incorporated by reference herein. You can also review the Klaxoon Privacy Policy, available via the KLAXOON website, by using the following link: <https://static.klaxoon.com/website/pdf/privacy-policy.pdf>.

In accordance with applicable Regulations, you have the right to request, at any time, access to your personal data and the limitation of the processing thereof, as well as the right to object to receiving newsletters and/or commercial offers from Klaxoon or our certified partners. You can exercise your rights by clicking the link to unsubscribe (contained in each email notification), or by sending us an email to [legal@klaxoon.com](mailto:legal@klaxoon.com) and/or writing to the following address: KLAXOON, 3 Avenue de Belle Fontaine, 35510 - CESSON SEVIGNE, FRANCE.

You can also make a complaint to the *Commission Nationale de l'Informatique et des Libertés* [the French Data Protection Commission]: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07, FRANCE.

In order to preserve the security and confidentiality of personal Data, we reserve the right to require proof of your identity to verify the validity of the request prior to exercising the rights outlined hereabove; it being hereby specified that the copy of your proof of identity shall be deleted thirty (30) days following the date it was received.

In the event of unfounded or excessive requests, particularly on account of their repetitive nature, we reserve the right to bill for, or deny, any request made subsequent to a request that has been duly satisfied and which relates to the same subject.

Please be informed that KLAXOON retains personal data throughout the period of time during which the User Account is active. From the date the User Account is deactivated, KLAXOON may retain personal Data for such a period of time as is necessary in order to satisfy any legal, regulatory, accounting or tax obligation (*particularly for evidentiary purposes*) or to be communicated to authorized authorities (*administration services, police services, etc.*). KLAXOON may, if necessary, retain personal Data anonymously.

We have appointed a Data Protection Officer who can be contacted via the following email address: [legal@klaxoon.com](mailto:legal@klaxoon.com)

## 5.2. Processing of personal Data by the User

When using the Service, you are also likely to collect and process personal data from Participants or third parties.

As such, please be reminded that it is your responsibility to implement any necessary protective measures in order to ensure compliance with relevant legislation (*i.e. obtaining consent (if required), implementation of appropriate technical and organizational measures, setting up a framework within which the data subject may exercise their rights, etc.*).

Please be informed that you are responsible for the personal Data you collect for and on behalf of yourself and the Participants, and as a result, KLAXOON is not responsible for the personal Data you create, modify, delete, store, or transfer via the Service. If you are an Authorized User, please be reminded that the Client is responsible for all Personal Data that you collect.

## 6. WHAT COOKIES DO WE USE?

In order to facilitate access and enable use of the Service, we may be required to use *cookies*. A *cookie* is a non-executable text file installed on the User Device when using the Service.

For further information in relation to these cookies, you can review our privacy policy via the following link: <https://static.klaxoon.com/website/pdf/privacy-policy.pdf>.

You may, at any time, withdraw your consent to the installation of cookies by sending us an email to the following email address [help@klaxoon.com](mailto:help@klaxoon.com) or by configuring the connection settings on your Device.

Please be informed that refusal to enable the installation of *cookies* or the deletion of *cookies* is likely to affect access to the Service or the proper performance thereof.

## 7. HOW DO WE ENSURE THE CONFIDENTIALITY OF USER CONTENT?

Each Party undertakes to preserve the confidentiality of information, of whatever nature, that is exchanged, collected, or produced when using the Service, during the period in which the User Account is active, and then for a period of five (5) years after the account has been closed, for whatever reason.

The following information is not considered as being confidential:

- Information that is disclosed after having obtained the prior written consent of the other Party, or that has been disclosed directly by said other Party;
- Information that is accessible by the public from the point at which it has been disclosed by the other Party, or that has fallen into the public domain following disclosure via no fault of his own;
- Information that is lawfully received from a third party who is not subject to any duty of confidentiality;
- Information which was already in the possession of the other Party on the date it was disclosed by said other Party;
- Information for which disclosure has been imposed pursuant to a legal provision or mandatory regulation, or a final judicial ruling of a competent court. The Party that is subject to such a duty of disclosure must, as far as is possible, give prior notice of the same to the



other Party and, if necessary, require the implementation of any protective confidentiality measures or procedures that may apply in that particular case.

The above exceptions are not cumulative.

## 8. GUARANTEE

We shall make every effort to guarantee you a quality Service, and to do this we shall use the technical resources required in order to ensure the availability and security of the Service.

However, due to the nature of the Service itself, we cannot guarantee that it will be free of any defects, faults or bugs, or that its functioning will not be disrupted. Similarly, as result of the very nature of the Internet network / mobile phone networks, we are unable to guarantee continuous and permanent access to the Service, although we undertake to make every effort to provide you maximum Service availability.

As such, please be reminded that it is your responsibility to take any appropriate steps (*particularly regular backups*) in order to minimize the harmful consequences of, in particular, a possible operational disruption or a possible loss of data generated via the Service.

Whilst using the Service, it is your responsibility to use a compatible Device that has an up-to-date operating system and technical specifications outlined in Klaxoon documentation. We are unable to guarantee the proper functioning of the Service on a non-compatible Device.

Similarly, when you use the Service it is your responsibility to check the veracity and/or completeness of User Content and/or any data and information stored, presented, publicized and transmitted during your use of the Service.

SUBJECT TO ANY MANDATORY PROVISIONS OF THE LAW, THE SERVICE IS PROVIDED "AS IS" AND WITHOUT ANY GUARANTEE, (EXPRESS OR IMPLIED).

## 9. LIABILITY AND LIMITATION OF LIABILITY

Each of the Parties shall only be liable for harm that is direct and foreseeable resulting from a failure to fulfil one of their obligations under these ToU, with the exception of any consequential damages.

KLAXOON shall not incur liability for, in particular:

- The nature, content and quality of User Content as well as any data and information that is displayed, stored, publicized and/or transmitted during use of the Service over which KLAXOON has no control. As such, you assume full responsibility for User Content, and more broadly, use of the same during your use of the Service, or during that of the Participants;
- Any claim from a Participant arising from a breach of rights relating to his User Content by another Participant or User;
- Restricted access to the Service resulting from complete or partial non-compliance with one of your obligations under the ToU;
- Restricted access to the Service arising from technical maintenance work required for the proper functioning of the Service;
- Any malfunctions, downturns, interruptions, lack of and/or poor access to the Service (i) caused by, by their very nature, the Internet network, mobile phone network, and wireless networks and/or (ii) a fault and/or overload in data communication networks (Internet, intranet, or wireless) particularly resulting from the configuration, architecture, and/or location of the premises in which the Services are being provided over which KLAXOON has no control;
- Virus contamination of data inserted into the Service as a result of your own doing leading to a loss of your data and/or damage caused to your Device;
- Any hijacking of your User Identifiers, and more broadly, any information of a sensitive nature as a result of your own doing;
- Any degradation of access and/or use of the Service arising from a refusal to use, or the deletion of, cookies required for the proper functioning of the Service;
- Any harm you may suffer resulting from the use of third-party software in conjunction with the Service (*e.g. third-party videoconferencing devices*), use of this third-party software being subject to the terms of use of said third-party software.

IF YOU ARE AN AUTHORIZED USER, PLEASE BE REMINDED THAT THE CLIENT SHALL BE LIABLE FOR ANY HARM THAT MAY BE CAUSED BY YOU.

IN ANY EVENT, AND SUBJECT TO APPLICABLE LEGISLATION, IT IS EXPRESSLY AGREED THAT THE TOTAL FROM ALL CAUSES OF INDEMNITIES, DAMAGES AND INTEREST, EXPENSES OF WHATEVER NATURE, INCURRED OR PAID OUT BY KLAXOON IN YOUR FAVOUR, UNDER THESE TOU, PURSUANT TO A FINAL JUDGMENT OF A COMPETENT COURT, CANNOT EXCEED A GLOBAL LIMIT, ACROSS ALL LITIGATIONS, OF AN AMOUNT EXCLUDING TAXES EQUAL TO (I) FOR AN AUTHORIZED USER, A MAXIMUM SUM AGREED BETWEEN KLAXOON AND THE CLIENT WITHIN THE CONTRACT; OR (II) THE SUM OF FIFTY (50) EUROS EXCLUDING TAXES.



SUBJECT TO THE PROVISIONS OF THE CONTRACT, ANY ACTION, CONTESTATION, OR APPLICATION, OF ANY KIND, BY THE USER TO KLAXOON REGARDING ACCESS TO AND/OR USE OF THE SERVICE, SHALL NEED TO BE TAKEN WITHIN A MAXIMUM PERIOD OF ONE (1) YEAR FROM THE DATE OF THE EVENT GIVING RISE TO THE ACTION, CONTESTATION, OR APPLICATION, OTHERWISE IT SHALL BE CONSIDERED AS BEING INADMISSIBLE, SUBJECT TO APPLICABLE LEGISLATION.

## 10. FORCE MAJEURE

In the event of force majeure, the Party prevented from fulfilling an obligation shall need to inform the other Party of such an inability, as well as the duration thereof. The relevant Party shall therefore make every effort to eliminate the cause of the issue as soon as is possible. The obligations of each of the Parties shall be suspended throughout the entire duration of the event of force majeure and shall resume once the event of force majeure is at an end. Should the event of force majeure continue beyond a period of sixty (60) days following the date notification was made to the other Party in respect of the occurrence thereof, neither Party shall be able to seek an award of interest/damages.

Please be informed that lack of access to the Service attributable to an event of force majeure shall not give rise to any right of recourse. Where the occurrence of an event of force majeure prevents us from fulfilling our commitments, we undertake to inform you of the same as soon as possible.

## 11. HOW TO CLOSE YOUR USER ACCOUNT

### 11.1 You are an Independent User

You may, at any time, request the closure of your User Account. To do this, you just have to inform us by sending an email to the following address: [help@klaxoon.com](mailto:help@klaxoon.com). Following receipt, we will email you to confirm that your request has been safely received.

KLAXOON will then process the closure of your User Account as soon as possible, and within a maximum of thirty (30) days following your request. A notification email will be sent to you confirming the closure of your User Account. From the point at which the notification from KLAXOON is issued, your access to the Services will be blocked. It is for you to save any data in advance of closing your User account; User Content is permanently deleted from the moment your User Account is closed.

Please be informed that for any request to close your User Account, we will delete your User Content and anonymize your User Account.

We shall also anonymize the Data you have generated as a Participant. For any request to delete Data generated as a Participant whilst taking part in Activities, please make direct contact with the Animator of such Activities.

We also reserve the right to close your User Account at any time in the event of a failure to adhere to these ToU, or in the event of use of the Service which does not comply with applicable laws and regulations.

### 11.2 You are an Authorized User

You can send any request to close your User Account directly to the Client. You are hereby informed that the closure of your User Account shall be carried out in accordance with the provisions of the Contract agreed between KLAXOON and the Client. For further information, please contact the Client directly.

Please also be informed that we reserve the right, by operation of the law, to close your User Account without giving you prior notice in the event of:

- Breach of the Contract by the Client; or
- Termination of the User License by the Client for whatever reason.

The following clauses shall continue to apply beyond the deletion of your User Account: **Clause 4 ("How do we protect Intellectual Property?")**, **Clause 5 ("How is personal Data processed?")**, **Clause 7 ("How do we ensure the Confidentiality of User Content")**, **Clause 8 ("Guarantee")**, **Clause 9 ("Liability and Limitation of Liability")** and **Clause 14 ("Applicable law – Competent court")**.

## 12. HOW TO RECOVER/DELETE YOUR USER CONTENT

Throughout the time your User Account is active, you can, at any time, delete, amend, or recover, in a standard readable format (*i.e.*: *csv*, *pdf*, *etc.*), your User Content directly via the Service.

Please be reminded that the User Content you delete via the Service is permanently deleted. It is therefore your responsibility to backup and save any data before proceeding to delete your User Content.

If you are an Animator of an Activity, you are designated as the request handler for any demands to delete content by Participants or third parties, whose information is processed by you or other Participants whilst using the Service;

If you are an Authorized User, you can recover your User Content pursuant to the provisions of the Contract concluded between KLAXOON and the Client and/or in accordance with the rules and organizational measures established by the Client.



### 13. OUR ToU MAY CHANGE

As we want to keep bringing you new features and functions, we may need to update our ToU in order to ensure you have useful and comprehensive information on developments to the Service.

It is also likely that we may need to change our ToU to comply with any legal requirements so that you can use our Services with peace of mind.

To this end, we undertake to inform you of these updates (i) via an email consisting of a hyperlink redirecting you to the modified ToU, the email also containing the modified ToU in PDF or other compatible file format (ii) or in the form of a *pop-up* display on the screen of the Device upon start-up of the Service.

Any use of the Service following notification of the modified ToU shall constitute unconditional acceptance of the modifications.

Please note that if we at any time do not enforce one of the provisions of these ToU, this does not mean that we waive our right to do so at a later date.

### 14. APPLICABLE LAW – COMPETENT COURT

Unless otherwise provided in the Contract concluded between KLAXOON and the Client, the conclusion, validity, interpretation, execution, and performance of the ToU as well as performance of the Services are subject to the following rules:

User's address	Klaxoon contracting entity	Address for service	Applicable law and competent court (exclusive of the conflict of law rules)
North America (USA – Canada)	Klaxoon Inc.	275 3Rd St Cambridge, MA 02142-1128, USA Copy to: legal@klaxoon.com	Law of the State of New York Courts of the State of New York (United States)
Africa, Central America, South America, Europe, Middle East	Klaxoon SAS	3 avenue de Belle Fontaine, 35510, Cesson-Sévigné, France  Copy to: legal@klaxoon.com	Professional: French law Courts within the jurisdiction of the Rennes Court of Appeal (France)
			<p><u>Consumer:</u> If you are a User consumer, please send us any complaint regarding the execution of the ToU by letter sent via registered mail to our customer service team: Klaxoon, 3 avenue de Belle Fontaine 35510 Cesson-Sévigné, France</p> <p>Please note that you can use conventional mediation proceedings for consumer disputes, or any other alternative dispute resolution process, in view of reaching an amicable settlement to the dispute regarding the execution of the ToU.</p> <p><b>Mediation proceedings</b> – In accordance with Articles L.151-1 et seq., and R.152-1 et seq. of the Consumer Code, and subject to their application to these ToU, please also note that you can utilize a mediator for consumers free of charge, subject to (i) proving that you have previously attempted to reach an amicable settlement to the dispute with us and (ii) instructing an appropriate mediator within a maximum period of twelve (12) months from the date the written claim was addressed to us. In the absence of any resolution, the dispute is to be brought before a competent court by the first of the aforementioned Parties to take such action.</p>
Asia-Pacific	Klaxoon PTE, Ltd.	C/o ATA SINGAPORE PTE. LTD. 600 North Bridge Road, #13-05 Parkview Square Singapore 188778) Copy to: legal@klaxoon.com	Law of Singapore Courts of Singapore (Singapore)