



Terms and Conditions

This document outlines the Terms and Conditions ("Terms") that apprehensively regulate the use of www.fribl.co, the SaaS GenAI Platform for Human Resources offered by Fribl, Société par Actions Simplifiée, operating under number 953059649, with its registered office at 535 route des Lucioles, Les Aqueducs Bât. 3- Sophia-Antipolis, 06560 VALBONNE, FRANCE ("Fribl," "Company"). The utilization of the www.fribl.co platform and associated website ("Website," "Platform") is expressly subject to compliance with these Terms and Conditions as well as our Privacy Policy.

The access to and use of the Services, including all media and data available on the Website is conditioned on acceptance of and compliance with these Terms by all visitors or users ("Customer", "User"). These Terms apply to all visitors, users and others who access or use the Service.

Prior to accessing and using the Services, it is imperative to thoroughly review these Terms. They not only delineate user's rights and responsibilities but also constitute a binding agreement upon the access or use of the Service. If the user or visitor disagree with any portion of these Terms or our Privacy Policy, they will not be able to access the Services.

Additionally for clarity, our Privacy Policy governs the processing of personal data, whether collected from you or provided by you or others. By utilizing our Website and Services, you explicitly consent to this data processing, affirming the accuracy of all information you provide. Furthermore, you confirm having obtained consent from all individuals whose personal data you share with us, allowing us to utilize that data to provide the requested product, service, or information to you and those individuals.

1 SaaS and User Registration Conditions

1.1 Services Provision and User Registration

The Website and all Services proposed in the platform pertain to Fribl, Société par Actions Simplifiée, operating under number 953059649, with its registered office at Les Aqueducs Bât. 3 – 06560 VALBONNE, FRANCE. The Services include advanced GenAI job matching capabilities. This involves employing sophisticated algorithms for a text analysis to screen and align pertinent job opportunities with the Customer's profile, thereby streamlining the recruitment process and optimizing the efficiency of talent acquisition.

The Company commits to provide the Services to Customer, subject to the terms outlined in this Agreement. During registration, Customer will designate an administrative username and password for their Company account. The Company retains the right to refuse service, terminate accounts, and modify eligibility criteria at its discretion.



1.2 User Registration Conditions

To access the Services, the User must:

- 1.2.1 Agree to these terms and the Privacy Policy.
- 1.2.2 Create an Account on the Platform subject to compliance with the restrictions and responsibilities detailed in Section 2 below.
- 1.2.3 The created Account is safeguarded by a username and password chosen during registration.
- 1.2.4 The User is solely responsible for maintaining the confidentiality of these credentials and the usage of their Account.

1.3 Restrictions and Responsibilities

- 1.3.1 User Eligibility and Agreement, to access the Service, the User must:
 - a. Be at least eighteen (18) years old and legally able to enter into contractual obligations.
 - b. Agree to abide by these Terms and Conditions.
 - c. Provide accurate, complete, and up-to-date contact and billing information.
 - d. Warrant legal permission to use the Services.
- 1.3.2 By using the Service, the User affirms compliance with the stated requirements and pledges not to use the Service in violation of any laws or regulations.

1.4 Prohibited Actions

- 1.4.1 Customer shall not:
 - a) Reverse engineer, decompile, or attempt to discover the source code or structure of the Services or related Software.
 - b) Copy, modify, translate, or create derivative works based on the Services or Software.
 - c) Use the Services for timesharing, service bureau purposes, or the benefit of a third party.
 - d) Remove any proprietary notices or labels.

1.5 Compliance with Policies and Laws

Customer commits to using the Services in adherence to Company's published policies and all applicable laws and regulations. Any improper use may lead to the suspension or termination of the right to use the Services.

1.6 Responsibilities of Customer

- a) Customer is responsible for any Customer Content posted on Website and all activity under SaaS.
- b) Customer must acquire and maintain the necessary Equipment to access the Services and is responsible for its security, including account and password protection.

2 Confidentiality, Limited Role, and Proprietary Rights Clause

2.1 Confidentiality, Limited Role of the Platform, and Data Responsibility



2.1.1 Definition of proprietary information

Both parties, known as the "Receiving Party" and the "Disclosing Party," acknowledge that the Disclosing Party may share business, technical, or financial information related to its business, referred to as "Proprietary Information." The Company's Proprietary Information includes non-public details about the features, functionality, and performance of the Service, while the Customer's Proprietary Information encompasses non-public data provided to enable the Services ("Customer Data").

2.1.2 Information sharing

Except as described in this Privacy Policy, Fribl will not give, sell, rent, or loan any identifiable personal information to any third party. We may disclose such information to respond to subpoenas, court orders, or other legal process, or to establish or exercise our legal rights or defend against legal claims. We may also share such information if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, or as otherwise required by law.

Fribl uses a third-party intermediary to manage credit card and debit card processing, and may partner with other service providers if you choose to make purchases using Google Wallet or Apple Pay. This intermediary is not permitted to store, retain, or use your billing information except for the sole purpose of payment processing on Fribl's behalf and as permitted by their respective privacy policies.

Our third-parties that we have implemented leverage the enterprise-grade security features of two industry-leading services: "OpenAI's ChatGPT Enterprise and Amazon Bedrock".

With ChatGPT Enterprise, your prompts and company data are never used for training OpenAI's models. All conversations are encrypted both in transit (using TLS 1.2+) and at rest (using AES 256 encryption). Furthermore, ChatGPT Enterprise is SOC 2 compliant, ensuring adherence to stringent security and privacy standards. Additionally, we leverage Amazon Bedrock, which provides a secure and isolated environment for our generative AI applications. Data are always encrypted in transit and at rest, with the option to use your own encryption keys via AWS Key Management Service (KMS). Bedrock enables private connectivity between our Amazon VPC and the service, without exposing our VPC to the internet, further enhancing security. Critically, your content is never used to improve base models or shared with model providers. User inputs and model outputs are never shared with third parties. When we fine-tune models, private copies are created that are accessible only to our company. Bedrock is compliant with various industry standards, including SOC, ISO, HIPAA, and GDPR, ensuring that your data is handled in accordance with the highest security and privacy regulations.

As described in our Privacy Policy, Fribl may also transmit or share your personal information with its third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and other technology and services required to operate and maintain the Service, which may require that your personal information be transferred from your current location to the offices and servers of Fribl and the authorized third parties referred to here. Although Fribl owns the software, code, databases and all rights to the Platform and GenAI algorithms.



The Site may also link to other websites and contain advertisements of third parties. We are not and cannot be responsible for the privacy policies of those websites of third parties or for how they treat information (including, but not limited, to personally identifiable information) about their users.

Fribl may assign or transfer this Privacy Policy, and your Account and related information and data, to any person or entity that acquires or is merged with Fribl. We cannot make any representations regarding the use or transfer of your information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your information in connection with a sale or transfer of some or all of our assets in any of the situations described above.

2.1.3 Protection of information

Fribl maintains reasonable security measures to protect your information from loss, destruction, misuse, unauthorized access or disclosure. These technologies help ensure that your data is safe, secure, and only available to you and to those you provide authorized access. However, we do not and cannot guarantee or warrant that any information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception, or error.

2.1.4 Member account, password and security

For certain features available through the Site and the App, we may require the use of encryption technologies provided for your protection and/or your use of a UserID and password after setting up an Account. We use reasonable precautions to protect the privacy of your UserID, password and Account information by utilizing an SSL connection. Accordingly, your UserID, password and Account information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Site. You, however, are ultimately responsible for protecting your UserID, password and Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to: (a) immediately notify Fribl of any unauthorized use of your UserID, password and/or Account, and/or any other breach of security, and (b) ensure that you log out of your Account at the end of each session.

The Site and App are designed to protect the privacy of your name, address, e-mail and any other information you provide us. Fribl is committed to data security with respect to information collected on our Site or through our App. It is our practice to contact users if a problem should arise with your purchase of the Service or if we need to send you a normal business communication.

2.2 License and Ownership of Customer Data

2.2.1 License Granted to Company:

The Customer grants the Company a non-exclusive license to use Customer Data for the performance of Company obligations and the exercise of Company rights, ensuring compliance with data protection laws.

2.2.2 Ownership of Customer Data:

The Customer maintains all rights, title, and interest in and to the Customer Data.

2.3 Intellectual Property Rights and Limited Role of the Platform



2.3.1 Ownership of Intellectual Property

All intellectual property rights in the Website and Platform are owned or held exclusively by the Company.

2.3.2 Limited Role of the Platform

The Platform operates solely as a hosting service for the Customer's data and does not engage in the processing of data for any purpose other than providing the agreed-upon services.

2.3.3 No Responsibility for Content

The Platform shall not be held responsible for the content, accuracy, or legality of the data uploaded by the Customer.

2.4 Data Handling, User Responsibilities, and Compliance Responsibilities

2.4.1 User Responsibilities

The User acknowledges and agrees that they are solely responsible for the content they upload and the processing of data within the platform.

2.4.2 Discovery of Unlawful Customer Data

Company is not obligated to pre-screen, monitor, or filter any Customer Data but retains the right to take action if unlawful content is discovered.

2.4.3 Actions in Response to Unlawful Customer Data

If unlawful Customer Data or its processing comes to Company's attention:

- a) Company may notify the customer of such unlawful data.
- b) Company has the right to deny its publication on the Platform.
- c) Company may demand that the customer brings the unlawful data into compliance with these Terms and Conditions and applicable law.
- d) Company retains the authority to remove the unlawful Customer Data temporarily or permanently from the website or account, restrict access to it, or delete it.

2.4.4 Company's Discretion in Data Removal:

In cases where Company, in its sole discretion, believes that Customer Data violates applicable laws, rules, regulations, or these Terms and Conditions, Company may remove such Customer Data at any time, with or without notice.

2.5 Data Responsibility and Compliance

2.5.1 Customer's Data Ownership and Authorization:

- a) The Customer acknowledges and agrees that any data, including but not limited to resumes, uploaded onto the Platform is the sole responsibility of the Customer.
- b) All rights, title, and interest in and to the customer data belong to the Customer or third persons (including users, persons, and organizations) whether posted and/or uploaded by the Customer or made available on or through the Services by the Platform.
- c) By uploading customer data, the Customer explicitly authorizes the Platform to process the customer data, use it for the support and maintenance of the algorithms to always provide the best service (job-matching) as possible to the Customer.

2.5.2 Compliance with Data Protection Laws:

- a) The Customer undertakes to comply with all applicable data protection laws, regulations, and guidelines, including but not limited to the General Data Protection Regulation (GDPR) in Europe and relevant data protection laws in France.
- b) The Customer shall ensure that any personal data uploaded onto the Platform has been collected and processed in accordance with the law. This includes obtaining any necessary consents from individuals.

2.5.3 Platform's Limited Role

- a) The Platform acts solely as a hosting service for the Customer's data. The Platform does not engage in the processing of such data for any purpose other than providing the agreed-upon Services.
- b) The Platform shall not be held responsible for the content, accuracy, or legality of the data uploaded by the Customer.

2.5.4 Security Measures

- a) The Platform will implement reasonable security measures to protect the integrity and confidentiality of the data uploaded by the Customer.
- b) However, the Customer acknowledges that the security of data transmissions over the internet cannot be guaranteed, and the Platform shall not be held liable for any unauthorized access, disclosure, alteration, or destruction of the data.

2.5.5 Data Deletion

Upon termination of the Customer's account, the Platform shall anonymize all data associated with the Customer's account, subject to any legal obligations to retain such data.

2.5.6 Cooperation with Authorities

The Customer agrees to cooperate with the Company in responding to any inquiries or investigations by relevant data protection authorities.

2.5.7 Changes in the Law

In the event of changes in applicable data protection laws, the Customer agrees to promptly modify its use of the Platform to ensure continued compliance

2.5.8 Indemnification

The Customer agrees to indemnify and hold the Platform harmless from any claims, costs, or damages arising from the Customer's breach of this Data Responsibility and Compliance clause.

3 Personal Data

3.1 Data retention

Personal data collected by Fribl through this Site for:

- The provision of the Solution, the creation of a customer account and access to the service will be retained for two (2) years;
- The management of relationships with prospects and answering documentation requests, will be kept for two (2) years;
- Answering the questions asked on the Contact and Support sections will be kept for two (2) years;
- Sending newsletters or promotional emails, will be kept for two (2) years.



3.2 Contact

If you have any questions about Fribl's collection or processing of Personal Data, you can send a request to Fribl's at the following address contact@fribl.com

You may also send a complaint about the way Fribl collects and uses Personal data to your local supervisory authority competent for Data Protection matters.

4 Tailored Content and Marketing

We may use your Identity, Engagement, Profile, Technical, Usage and Special Categories of Data to form a view on services that you may be interested in, or that may be suitable for you and may display relevant content on our website or Platform, or send it to you by email. You may also receive marketing communications from us if you have opted in to receive marketing, or if you have requested information from us or purchased services from us and you have not opted out of receiving that marketing.

5 Use of the Generative AI Platform Services

Subject to these Terms and Conditions and the payment of the applicable service fee, the Company grants the customer and its authorized users a non-exclusive, non-transferable, non-sub-licensable license to use the Generative AI Platform Services to:

- Collect, store, and organize job-related data, including uploading job descriptions, candidate profiles (CV), and other relevant information for the purpose of job matching,
- Score and rank candidates, generate job matches based on the provided data, facilitating efficient recruitment processes,
- Keep the Customers data for twelve (12) months in the Client's workspace,
- After 12 months, anonymize data related to CVs to support and maintain Company GenAI Services for their Customers,
- Customize the standard features of the Generative AI Platform Services to align with specific job matching requirements fro Customers
- Receive reasonable help and guidance from the Company regarding the use of the Generative AI Platform Services for effective job matching processes,
- Provide to Clients all necessary transparency and explainability of our matching logic.

6 Changes to Services

6.1 Changes to Company Services:

Company reserves the right to make adjustments to the Services or any of its components without prior notice. These changes may involve, but are not limited to:

- Rebranding the Company Services at the sole discretion of Fribl.
- Temporarily or permanently discontinuing the provision or development of specific Services, parts, or elements of the Platform.
- Upgrade the services, adding new features available for all Customers,



- Taking necessary actions to protect Company rights in response to potential violations of Fribl intellectual property rights, distribution of malicious software, or engagement in illegal activities.

Should the customer disagree with a modification, they must notify Company. Continued use of the Company Services or any of its components after the effective date of a modification will be construed as the customer's acceptance of the changes. Company will not be held responsible to the customer or any third party for any modification, suspension, or discontinuance of the Company Services or any part thereof.

6.2 Third-Party Sites, Products and Services

6.2.1 The Website may contain links to partners or third-party sites; the Company is not responsible for their content.

6.2.2 The Company is not liable for damages resulting from the use of third-party site content.

PLEASE NOTE THAT THE USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS ENTIRELY AT THE USER'S OWN RISK.

7 AI FEATURES LEGAL DISCLAIMER

7.1.1 AI Features Disclaimer

1. Nature of AI Features: The GenAI features incorporated into the Company's Services are developed to enhance and support the recruitment process. These features leverage algorithms, datasets, and machine learning models to analyze and process data, providing insights, scoring, screening, content generation, and related functionalities. All outcomes, results, suggestions, or recommendations generated by these AI features ("AI Results") are based on proprietary ethically-designed algorithms.

2. Advisory Nature: GenAI Results provided by the Services are solely for informational and advisory purposes. They do not constitute definitive judgments or conclusive statements. Customers are advised not to solely depend on these GenAI results for critical decision-making processes.

3. Customer Responsibility: The Customer maintains full responsibility and discretion over all recruitment decisions, encompassing hiring, screening, or engaging any candidate. The Customer explicitly recognizes that reviewing, verifying, and validating all GenAI results before taking action based on them is their responsibility.

4. No Liability: The Company disclaims any liability or responsibility for decisions, actions, or inactions taken by the customer or any third party based on the GenAI results. Furthermore, the Company is not accountable for errors, inaccuracies, misinterpretations, or omissions in the GenAI results, nor for any resulting consequences or damages arising from the utilization of the GenAI features.



5. Continuous Improvement: To enhance its Services, including GenAI features, the Company is committed to continuous improvement. This means that the functionality, algorithms, or accuracy of the GenAI features may evolve over time.

Acknowledgment and Acceptance: By utilizing the GenAI features, the Customer acknowledges and agrees to this Disclaimer in its entirety, accepting all associated risks and responsibilities linked to the utilization of such AI features.

8 Fees and Payments Terms:

The fees for accessing the Services are outlined on the Website or in the Company Quote the Customer received ("Fees").

1. Unless specified otherwise on the Website or the Company Quote, the Customer shall pay Fees before the activation of the service, through a one-payment for the “pay-as-you-go” model or at the beginning of each month for the subscription mode, as detailed on the Website or the Company Quote, in the currency identified.
2. All Fees are exclusive of VAT and other taxes, non-refundable, and non-cancelable, except as expressly provided otherwise in these Terms.
3. Customer agrees to keep his personal information, including contact and billing details, up to date.
4. Payment Authorization:
 - If paying by credit or debit card, Customer authorize the charge of Fees for the service activation and any renewal until termination. Customer also consent to disclose payment information to third-party providers.
 - The fees can be charged as “one off” the Packs available on the pay-as-you-go model, meaning prior the delivery of the service, when for Subscriptions fees, the Company will charge on a monthly basis the Fee subscribed by the Customer at the beginning of the period.
 - If paying by direct debit, Customer authorize the debit of his bank account. Ensure sufficient funds are available for both pricing models, one of payment and monthly subscription, and any amounts not collected will be prioritized against new charges when funds are available.
 - The Company could stop the service at any time for any payment incident from the Customer,
5. Pricing Renewal:
 - Company reserves the right to increase Fees up to 5 to 10% upon renewal, with notice provided at least 30 days in advance. The Fees increase is related to the same services provided during the previous period, excluding any new service and/or feature added made available for all customers.

Renewal pricing may also change if Customer company’s size substantially changes. Customer authorize the charge of Fees to his credit card or bank account until service termination. Additionally, Customer consent to payment processing by third-party providers and accept responsibility for any associated bank fees.



9 TERM AND TERMINATION

These Terms become effective upon your acceptance or when you first download, install, access, or use the GenAI Platform, and they remain in force until terminated as outlined below.

9.1 Upon termination of these Terms:

- a) Your license rights will end, and you must cease all use of the GenAI Platform immediately.
- b) You will lose authorization to access your Account,
- c) You must settle any outstanding amounts owed to Fribl that were due before termination.

9.2 Subscription

Unless terminated earlier as specified below, the Services are provided for the Initial Service Term of twelve (12) months and will automatically renew for additional periods of the same duration as the Initial Service Term (collectively referred to as the "Term") unless either party requests termination. Customers can terminate the provision of Services at any time by canceling their subscription on the Platform. The termination becomes effective from the day following the current one-month period, and no refunds will be provided upon termination.

9.3 Pay-as-you-go

The Pay-as-you-go model is based on a one-time payment for a service (Pack of CVs and job-matching), including the upload of Candidates CVs in the Customer workspace and a number of job-matching within such workspace. The Service Fees for the Pay-as-you-go model will be charged in advance and prior the service activation. Whatever is the Pack (CVs and job-matching allowed in the Service fee) chosen by the Customer, the validity of the Service is for twelve (12) months after the payment of the Service Fee. The validity of the service is directly related to the validity of the content uploaded (CV's and Job-Descriptions), meaning that after 12 months in the workspace, CVs will be automatically deleted for the Customer access.

9.4 Early Termination

In addition to any other available remedies, either party may terminate this Agreement with thirty (30) days' notice (or without notice in the case of nonpayment) if the other party significantly breaches any terms or conditions of this Agreement. The customer will be responsible for full payment for the Services up to and including the last day of service provision. All sections of this Agreement that, by their nature, should survive termination will do so, including accrued payment rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

10 DATA PROCESSING AND PRIVACY

Company utilizes OpenAI's ChatGPT Enterprise API and is subject to OpenAI's terms of use. By using the Services, you acknowledge and accept the terms and conditions of this integration. For more information, please refer to the Terms and ChatGPT Enterprise is SOC 2 compliant, ensuring adherence to stringent security and privacy standards.



Conditions: <https://openai.com/policies/terms-of-use>

11 Warranty and disclaimer

The company will exert reasonable efforts, aligned with prevailing industry standards, to maintain the Services with minimal errors and interruptions and to conduct Implementation Services in a professional and skillful manner. Periodic unavailability for scheduled or unscheduled maintenance, initiated by the company or third-party providers, or due to causes beyond the company's reasonable control, may occur. The company commits to providing advance written or email notice of any scheduled service disruptions. However, it does not guarantee uninterrupted or error-free Services and disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12 Limitation of liability

EXCEPT FOR BODILY INJURY, THE COMPANY, ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUBJECT MATTER UNDER THIS AGREEMENT OR RELATED TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY. THIS INCLUDES ERRORS, INTERRUPTIONS, LOSS, INACCURACY, CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, LOSS OF BUSINESS, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, MATTERS BEYOND THE COMPANY'S REASONABLE CONTROL, OR AMOUNTS EXCEEDING THE FEES PAID BY THE CUSTOMER IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THIS APPLIES WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNLESS EXPRESSLY STATED OTHERWISE BY THE COMPANY, THE COMPANY SERVICES, COMPANY MATERIAL, AND ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE COMPANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY. THE COMPANY AND ITS AFFILIATES DO NOT WARRANT THAT THE COMPANY SERVICES AND ANY CONTENT, CUSTOMER DATA, SERVICES, OR FEATURES MADE AVAILABLE WILL BE UNINTERRUPTED OR ERROR-FREE, DEFECTS WILL BE CORRECTED, OR THAT THE COMPANY SERVICES AND ANY CONTENT, CUSTOMER DATA, SERVICES, OR FEATURES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY AND ITS AFFILIATES DO NOT WARRANT OR MAKE REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM, THE COMPANY SERVICES, COMPANY MATERIAL, OR ANY LINKED SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CERTAIN



COUNTRIES AND STATES MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES UNDER THEIR LAWS.

13 Indemnification

Customer agrees to defend, indemnify and hold harmless Company and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of their use or misuse of the Company Services, Company Materials, representations made to Company, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate with such defense of these claims.

14 MISCELLANEOUS

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

Neither Party may assign these Terms and Conditions Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign the Terms and Conditions Agreement to a parent, affiliate, subsidiary or successor to its business, if any, resulting from a merger, acquisition, reorganization or other change in control.

15 Modification of the General Conditions

The Company reserves the right to modify at any time, at its sole discretion, all or part of these General Conditions, and particularly depending on the evolution of the Services offered by the Company.

The User who continues to use the platform once these modifications have been made is deemed to accept these modifications.

If the modifications made by the Company are significant, the Company will inform Users using reasonable means, for example, by publishing a notice on the website relating to these modifications or by sending an informative email to Users.

16 Applicable law and competent jurisdiction

These General Conditions are subject to French law. Any dispute relating to their formation, conclusion, interpretation and/or execution falls under the exclusive jurisdiction of the courts within the jurisdiction of the Court of Tribunal de Grasse, France.



17 Additional information

If we decide to change this Privacy Policy, we will make an effort to post those changes on this page so that you will always be able to understand what information we collect, how we use that information and under what circumstances we may disclose that information to others. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments of any kind, if you see anything on the Site, Platform that you think is inappropriate or if you would like to have any or all of your personal information withheld from third party organizations and companies and/or from third party service providers, please let us know by e-mailing us at contact@fribl.com or by sending your comments or requests to:

Fribl

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Les Acqueducs – Bâtiment 3
Sophia-Antipolis
06560 Valbonne
contact@fribl.com

These Terms of Use were last updated on April 2025.