



WAY-PLAN general terms and conditions

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CONTRAT

ARTICLE 1. PARTIES

These General Terms and Conditions apply between WAYNIUM, a simplified joint stock company, capital: 100,000 euros, RCS Paris: 451320253, registered office: 29 rue Tronchet 75008 Paris, France, intra-community VAT number: FR45451320253, telephone: +33810001050, e-mail: info@waynium.com, and any person taking out a Subscription, hereinafter 'the Customer', together referred to as 'the Parties'.

ARTICLE 2. DEFINITIONS

"Subscription": right of temporary access to the Solution.

"Anomaly": refers to any malfunction of the Solution that is not the result of an error on the part of the Customer.

"Order Form": document drawn up by WAYNIUM for the Customer in which the Services ordered are detailed, as well as all the specific conditions useful for the proper performance of the Contract.

"Driver": the Customer's salaried driver registered on the Way-D application as a user.

"Customer": any person subscribing to a Subscription.

"Content": elements of any kind published on the Solution or on the Site by WAYNIUM, protected or not by an intellectual property right, such as texts, images, designs, presentations, videos, diagrams, structures, databases or software.

"Contract": contract formed by the Order Form and the GTC.

"Additional Request": any development carried out on behalf of the Customer and at the Customer's request relating to the Solution it wishes to acquire and which are not part of the standard Solution offered by WAYNIUM. Additional requests give rise to the issue of an Order Form.

"Incident": any malfunction of the Solution resulting from a handling error by the Customer.

"Manager": the Customer's administration interface enabling him to administer the Solution.

"Solution": any software element, such as web app, API and smartphone application (in particular Way-D), made accessible by Waynium to the Customer following the subscription of a Subscription.

"Services": services offered by WAYNIUM via the Solution.

"Distinctive Signs": distinctive signs of the Customer, such as brand, name, commercial name, sign or domain name.

"Site": Internet site accessible at the URL <https://www.way-plan.com/> as well as the sub-sites, mirror sites, portals and URL variations relating thereto.

"User": a natural person benefiting from access to the Solution by virtue of the Subscription contracted by the Customer and under his/her responsibility.

"Way-D": smartphone application made available to Drivers by WAYNIUM under the Way-D user licence (licence appended hereto).

"WAYNIUM": WAYNIUM SAS in its capacity as publisher of the Solution.

ARTICLE 3. PURPOSE

The purpose of these General Terms and Conditions is to define the conditions under which WAYNIUM makes the Services available to the Customer. The Services provide companies employing drivers with functionalities enabling them to manage their passenger transport activities.

ARTICLE 4. ORDER

4.1. Generating the order form

Before placing the Order, the Customer is invited to choose their offer at the following address: www.way-plan.fr/devis-en-ligne/ by entering their email address. The Customer will then receive a link to access their online Order Form. The Customer may then complete their order by selecting or not selecting the options proposed, and validate it by clicking on the 'Order' button, if the offer suits them.

4.2. Signing the Contract

The Customer is then redirected to a confirmation page on which they are invited to complete their company details, and they click on the 'sign my contract' button to finalise their subscription to WAYNIUM services.

The Customer then views the summary of their order again, must read the General Terms and Conditions of Sale, then accept them by ticking the box 'I have read and accept the terms and conditions of sale', and electronically sign the WAYNIUM Contract.

4.3. Payment

To finalise their subscription, Customers choose their method of payment and click on the 'Pay and open my contract' button. If the payment method is 'credit card', the Customer enters their credit card number directly on the web page, and the secure online payment solution linked to the website immediately debits the amount indicated on the Order Form.

4.4. Acceptance of the General Terms and Conditions of Sale

Once the General Terms and Conditions of Sale have been accepted, the electronic contract has been signed and the payment terms have been chosen, the Customer is then directed to a page enabling him to enter and electronically sign his SEPA mandate. This mandate will be required for future monthly payments of the WAYNIUM Contract user licence.

4.5. Order confirmation

Once payment has been received by WAYNIUM, the Customer will receive an email from WAYNIUM at the email address indicated when placing the Order. This e-mail contains a summary of the Order Form corresponding to the information communicated and validated by the Customer, and a link to its dedicated online space enabling it to download its invoice.

However, WAYNIUM reserves the right to refuse any Order in the event of:

- Existing dispute with the Customer ;
- Total or partial non-payment of a previous Order by the Customer ;
- Refusal by payment organisations to authorise payment by bank card.

ARTICLE 5. WAYNIUM'S OBLIGATIONS

5.1. Services

Once a Subscription has been taken out, WAYNIUM provides the Customer with access to the Solution enabling the Services to be used, including the provision of the standardised Solution and, depending on the choices expressed by the Customer in the Order Form, some of the following optional Services:

5.1.1. Training and/or assistance in using and/or configuring the Software

5.1.1.1. Order

Depending on the offer subscribed to, the Customer may benefit from training and/or assistance in the use and/or configuration of the Software. It is the Customer's responsibility to ensure that the information, documents and data communicated to WAYNIUM in this context are accurate and complete. Any consequence of incomplete, missing or erroneous information attributable to the Customer will be the responsibility of the latter, who may not then seek the liability of WAYNIUM.

5.1.1.2. Time credit

The time of accompaniment by WAYNIUM can be limited by a time credit fixed in the Purchase Order. If the time credit is reached, an additional time credit is offered by WAYNIUM. The Client may request from WAYNIUM a statement of the time credit it has used.

5.1.2. Sending SMS

5.1.2.1. Order

The Customer may subscribe to an additional chargeable Service for sending SMS messages to the mobile telephone numbers of Drivers and end customers. The order is placed directly by the Customer on the 'buy an SMS pack' page. The Customer receives an order confirmation by email once the purchase has been validated.

5.1.2.2. General operation of the service

There are two ways of sending SMS messages:

- Unitary' sending: the email sending module can be used to send an SMS to the recipient at the same time as, or independently of, the email.
- Bulk' sending: the module automatically sends an SMS to each recipient concerned, for example in one of the following situations:
 - Automatic transmission of passenger details to the driver
 - Automatic transmission of the driver's details to the passenger
 - Automatic dispatch of the driver's request for confirmation of a proposed assignment

For each of the situations mentioned, the Customer accepts that the software automatically sends as many SMS messages as there are missions corresponding to each of them.

5.1.2.3. Responsibility and settings

The Customer is responsible for entering the telephone numbers, and must check with his employees that the correct data is entered in the input fields used by the software to send SMS messages. If in doubt, the Customer may contact the software's dedicated support teams, who will remind them precisely which fields are used to send SMS messages to drivers and passengers.

Automatic sending is not activated by default. The Customer must enter the settings indicated on the 'SMS management' page, for each of the situations listed in article 1, for the corresponding SMS messages to be sent by the software.

The software transmits requests to send SMS messages to third party services which are responsible for sending and delivering the transmitted data. The Customer acknowledges that WAYNIUM cannot be held responsible in the event of non-delivery of SMS, or abnormal delay in fulfilling said service.

5.1.2.4. Pricing and billing

The price per SMS is indicated when the order is placed, as well as the total price (excluding VAT) of the pack, depending on the number of SMS messages it contains. The software deducts the SMS messages used from the total number of SMS messages available, taking into account the following parameters:

- 1 SMS is counted for every 160 characters sent.
- If the text message contains more than 160 characters, several text messages may be deducted from the remaining package in a single transmission, depending on the total number of characters contained in the message.
- The mandatory phrase 'STOP at 36180' is automatically displayed in all SMS messages sent. The characters in this text are included in the total number of characters used to send the SMS.

The Customer accepts that the software will stop sending as soon as the counter available on the 'SMS management' page indicates the number '0', without any other particular indication.

WAYNIUM will endeavour to inform the Customer when his pack is exhausted, so that he can renew his purchase and thus avoid any interruption of the service.

In the event of termination of the Contract, unused SMS messages will not be refunded.

5.1.3. Provision of APIs

5.1.3.1. API access

Access to WAYNIUM APIs is subject to a prior authorisation request for each new functional need identified. The Customer must submit an authorisation request detailing the functional need, which will be evaluated by WAYNIUM according to technical and functional criteria.

Each authorisation request will be subject to a functional and technical study by WAYNIUM, which reserves the right to reject any request which does not meet the technical viability criteria or which competes with the functionalities offered by WAYNIUM.

5.1.3.2. Using APIs

WAYNIUM APIs enable the integration of different services, the automation of processes between applications and the exchange of data in a seamless and secure manner. They facilitate interoperability between systems, enabling Customers to leverage the capabilities of WAYNIUM software to improve efficiency and reduce operational costs.

Customers are permitted to use APIs only for functional purposes approved by WAYNIUM. Any unauthorised use, modification or misappropriation of the APIs, in particular to compete with the functionalities offered by WAYNIUM, is strictly prohibited and may result in suspension of access to the APIs and legal proceedings.

Customers must ensure the security of API keys and immediately inform WAYNIUM in case of loss or compromise.

5.1.3.3. Pricing

The installation costs for each validated authorisation request will be defined in the Purchase Order signed with the Customer. This fee covers the analysis of the Customer's requirements and support until the API function in question is put into production.

A monthly fee of €50 excluding VAT per solution contracted will be applied, including a primary tier of 100,000 calls per month. Each additional 2,000 calls will be invoiced at €1 per month excluding VAT. The rate indicated here is applicable unless otherwise stipulated in the Order Form signed with the Customer.

5.1.4. Opening a Stripe account

5.1.4.1. Order

The Customer may subscribe to an additional Service enabling him to open an account directly from his Waynium Manager. Customers' financial transactions via the WAY-Plan platform will then be processed by the Stripe payment service.

5.1.4.2. Commission

WAYNIUM will charge a commission of 0.90% on the amount of each payment made by the Customer via Stripe. This commission will be automatically deducted before the funds are transferred to the parties concerned. The 0.90% commission will be deducted from each transaction. The Client acknowledges and accepts this fee, which will be automatically deducted when the transaction is processed.

5.1.4.3. Waynium's status as a third party

By opening a Stripe account from the Waynium Manager, the Customer contracts directly with Stripe to open his Stripe account. The Customer is then directly linked to Stripe for the execution of financial transactions, in accordance with Stripe conditions (<https://stripe.com/fr/legal/ssa>).

Waynium is a third party to the contract concluded between the Customer and Stripe and cannot therefore be held responsible for the non-performance of obligations resulting from it.

5.1.5. Using Way-Corp

5.1.5.1. Creation of networks of self-employed drivers and transport companies

The Services made available to the User enable, in particular, the creation of networks of partners of transport companies and/or self-employed drivers.

5.1.5.2. Proposal and acceptance of assignments

The User can receive, accept, refuse and send job offers.

The Services also allow the User to send job offers to other Users according to various criteria selected by the Principal, such as:

- The network ;
- Type of vehicle ;
- Geographical area

5.1.5.3. Conditions specific to WAY-Corp

The User agrees to be included in the list of companies using WAYNIUM solutions. By doing so, the User agrees to be asked to provide services.

In order to aim for maximum quality of the Way-Corp collaborative platform, WAYNIUM reserves the right to validate access or not to this Service to Users.

The User accepts to be evaluated according to the quality criteria of the WAYNIUM programme. The User may, in order to improve its evaluation indicators, which are published to all Users of the Way-Corp collaborative platform, request at any time their specific calculation rules, which WAYNIUM undertakes to communicate on simple written request.

WAYNIUM may, at any time, decide not to open access to its Services if these conditions are not met, or close it at any time if they are no longer met. It is specified in this respect that the decision not to open the Services or to close them is taken on the basis of the evaluation indicators mentioned above after confirmation by an authorised person of WAYNIUM.

5.1.5.4. WAYNIUM's status as host

Within the framework of the Way-Corp Service, WAYNIUM acts as a host, having a totally neutral role with regard to the users and the transactions carried out on the platform. Consequently, WAYNIUM declines all responsibility if one of the parties using the Solution and the Services attached to it does not respect its financial or practical commitments to its partner, within the framework of the execution of the services.

5.1.6. Additional requests

Any additional Request will give rise to the issue by WAYNIUM of an additional Purchase Order, which will automatically be subject to the terms of these General Conditions.

5.2. Administration of the Solution

5.2.1. Hosting and security

WAYNIUM undertakes to provide, at its own expense, for the benefit of the Customer, a hosting service for the Solution.

Hosting includes :

- Server monitoring ;
- Monitoring the correct operation of the hosting infrastructure

Data will be periodically backed up and encrypted on dedicated secure third party servers. WAYNIUM will make daily backups of the User's data. After a period of 90 days, the backups made by WAYNIUM will be destroyed, WAYNIUM undertakes not to keep any copy. WAYNIUM cannot be held responsible for the harmful consequences for the User or third parties of the loss, deterioration or destruction of the User's data. It is therefore the responsibility of the User to make backup copies of data.

5.2.2. Access to the Solution

Access to the Solution is made from the Client's computer workstations using the identifiers provided by WAYNIUM.

WAYNIUM undertakes to ensure that the Customer can connect to the Solution at any time, with the exception of maintenance periods or in the event of a malfunction due to a case of force majeure or a problem linked to a third party service provider beyond the control of WAYNIUM.

5.2.3. Solution performance

The Client is warned of the technical hazards inherent in the use of a Solution and the access interruptions that may result.

WAYNIUM undertakes to implement effective controls to provide a reasonable guarantee that the Customer can access and use the Solution and to systematically test the configuration of the Solution so that it reflects the Services provided by the Parties and detailed in the Special Conditions, and appropriate response times.

However, given the specific characteristics of the Internet network, WAYNIUM does not guarantee uninterrupted access or access speed. If necessary, WAYNIUM undertakes to activate a crisis unit immediately.

In addition, WAYNIUM cannot be held responsible for the alteration, loss, destruction or theft of data, where these incidents originate in the technical and/or organisational configuration implemented by the Customer. In this respect, WAYNIUM disclaims all liability relating to the Client's information system.

5.2.4. Maintenance of the Solution

WAYNIUM undertakes to host and maintain the Solution at all times, outside maintenance periods. WAYNIUM will be personally responsible for and will bear the cost of all taxes and fiscal and parafiscal duties, as well as all social security contributions incumbent on it in this respect.

As part of the maintenance of the Solution, WAYNIUM undertakes to detect whether the malfunctioning of the Solution is due to an Anomaly or an Incident and to remedy any Anomaly, in order to enable the Customer to use the Solution normally.

The benefits covered by this clause do not include:

- Services that are not directly linked to the Solution;
- Training or assistance services for using the Solution;
- Questions relating to customising the Solution and the hardware environment;
- Data backups/restorations;
- The operation and performance of the network and peripherals;
- Complementary products and services. Les demandes adjonctions de modules ou de Services formulés par le Client seront traitées comme des Demandes Additionnelles.

As soon as the Customer reports an Anomaly or an Incident, WAYNIUM undertakes to take into account and carry out the correction or, at the very least, put in place a workaround solution within a reasonable period of time.

5.2.5. Evolutions

The Services offered by WAYNIUM may be subject to change. The Customer may not choose to retain a non-updated version of these Services.

The Customer has no right to maintain the functionality of the standardised Solution. Consequently, the functionalities offered on the Solution may be reduced, modified or completed by WAYNIUM unilaterally and without prior notice.

5.2.6. Assistance

All requests for information and/or complaints may be submitted to WAYNIUM:

- By post to the registered office at the following address: 29 rue Tronchet, 75008 Paris ;
- Or by e-mail to the following address: support@waynium.com.

5.3. Retention of data after termination of the Contract

In the event of termination of the Contract between the Parties, WAYNIUM undertakes to maintain the Data relating to the Customer's Subscription for 90 days, in order to be able to easily re-establish access to the Solution. After this period, the data will be permanently deleted by WAYNIUM.

ARTICLE 6. OBLIGATIONS OF THE CUSTOMER

6.1. Customer declaration

The Client assures that it has taken cognizance, prior to the signature hereof, of the technical characteristics of the Solution and the Services proposed by WAYNIUM.

Consequently, the Client acknowledges that its needs and the services offered by WAYNIUM are appropriate, that it is aware of the content and conditions of execution of the said services, and that it has subscribed to them with full knowledge of the facts and with all the information necessary to enable it to give free and informed consent.

Furthermore, the Client declares that it has understood the existence of a risk of unforeseeable changes to the Solution having a direct or indirect impact on the performance of the Contract concluded between the Parties. WAYNIUM may not be held liable in this respect.

6.2. Authorisations

The Customer is solely responsible for authorisations and declarations relating to the use of the Solution. The Customer declares that it has the necessary rights and authorisations for this purpose. Where applicable, the Customer declares that it has taken all necessary steps beforehand, such as applying for authorisations and making administrative declarations.

Failure to provide such declarations and authorisations shall under no circumstances call into question the validity of this Contract between the Parties. The Client shall in particular remain obliged to pay WAYNIUM for the services ordered.

6.3. Identifiers

The creation of personal identifiers is an essential prerequisite to any use of the Solution by a User. To this end, the User will be asked to provide a certain amount of personal information. Some of this information is deemed essential to the creation of identifiers by WAYNIUM. Refusal by a User to provide such information will have the effect of preventing the creation of identifiers and, incidentally, the use of the Solution.

When creating login details, the User is asked to choose a password. This password guarantees the confidentiality of the information used when using the Solution. The User is therefore prohibited from transmitting or communicating it to a third party. Failing this, WAYNIUM cannot be held responsible for unauthorised access to the Solution.

The identifier is personal and specific to each User. The use of the same identifier and password by several people is strictly prohibited.

The Customer undertakes to check his login details regularly and to make any necessary updates and changes online from his personal space.

6.4. Communications to the customer

Where applicable, any file communicated to the Client, regardless of its format and protection, remains the exclusive property of WAYNIUM and may only be used by the Client within the framework of the use of the Solution as defined and delimited by the contractual package consisting of these General Terms and Conditions and the Special Terms and Conditions.

The communication of the said file in no way constitutes a transfer or licence of the file and/or its content to the Customer. The latter consequently undertakes not to keep any copy other than for its archives within the framework of the use of the Solution and not to use them for any other purpose.

The files thus sent by WAYNIUM to the Clients cannot necessarily be modified, which the Client expressly accepts.

6.5. Charter for use of the Solution

The Customer undertakes to use the Solution in accordance with the purpose of this Agreement and to comply with WAYNIUM's instructions regarding the installation, use and maintenance of the Solution. In particular, the Customer undertakes not to carry out any action likely to:

- Infringe or use language that is contrary to public order or morality or that may offend minors;
- Infringe in any way whatsoever the reputation, privacy, rights or image of a third party;
- be denigrating, defamatory or in any way detrimental to the image or reputation of a brand or of any natural or legal person whatsoever;
- contain pornographic or paedophilic content;
- undermine the security or integrity of any State or territory whatsoever;
- infringe the intellectual property rights of any person whatsoever;
- incite hatred, violence, suicide, racism, anti-Semitism, xenophobia, homophobia or glorify war crimes or crimes against humanity;
- Incitement to commit a crime, an offence or an act of terrorism;
- Incitement to discriminate against a person or a group of persons on the grounds of their ethnicity, religion, race, sexual orientation or disability;
- Advising a dubious or fraudulent practice.;

Any processing, transmission, publication, distribution or representation of data by the Client is carried out under its sole and entire responsibility. The Customer undertakes, in particular, not to hinder or disrupt the Solution and WAYNIUM's servers and to comply with the requirements, procedures and general rules communicated to it by WAYNIUM for the use of the Solution.

Any illegal or generally unauthorised use of the Solution will result in the immediate deletion of the Client's account, without prejudice to any damages to which WAYNIUM may be entitled.

The Customer therefore guarantees WAYNIUM against any damage that may be caused to it as a result of its use of the Solution, including any legal fees and proceedings, and undertakes in this respect to intervene in any legal proceedings brought against it as a result of its use of the Solution.

6.6. Use of the Way-D application by Drivers

6.6.1. WAY-D licence

WAYNIUM makes the Way-D application available to Drivers, in accordance with the Way-D User Licence, appended to these General Terms and Conditions.

6.6.2. Consequences of the use of Way-D by an independent driver

The Customer understands and accepts that the use of the Way-D application is strictly reserved for its employees provided that a Subscription has been validly taken out beforehand. The use of the Application is forbidden to any self-employed professional in passenger transport.

6.7. Non-competition

The Customer undertakes, within French territory and throughout the term of the Subscription and its renewals, and then for five (5) years from its termination for any reason whatsoever, not to design, have designed, develop, have developed, exploit, market, license, make available, provide in SaaS mode, distribute or promote, directly or indirectly, a service or solution that is identical or similar to and competes with the Solution and/or the Services.

This prohibition does not apply to developments made by the Customer or on its behalf exclusively for its own needs, understood as use limited to the Customer's professional needs, by its employees, corporate officers and personnel under its authority, to the exclusion of any marketing of said developments, understood as any offer to third parties, for consideration, in particular by sale, rental, paid licence, subscription, invoiced service or provision in paid SaaS mode.

6.8. Electronic invoicing of end customers

As part of the French and European reform of electronic invoicing, WAYNIUM has set up a technical interconnection with IOPOLE, a Partner Dematerialisation Platform (PDP) approved by the DGFIP. This interconnection ensures the transmission, certification and regulatory compliance of electronic invoices issued via software developed by WAYNIUM. The Customer acknowledges that WAYNIUM acts as a technical intermediary and not as the legal issuer of invoices.

The Customer remains solely responsible for the validity, accuracy and compliance of the billing data transmitted. The Customer is also responsible for keeping their invoices and accounting documents for the legally required periods. WAYNIUM cannot be held responsible for the consequences of incorrect or incomplete information.

Translated with DeepL.com (free version)

ARTICLE 7. PRICE - PAYMENT

7.1. Price

The applicable prices are those communicated by WAYNIUM on the day the Subscription is taken out. The prices displayed are only valid on the day of subscription by the Customer and have no effect for the future. The prices communicated by WAYNIUM and those indicated on the Site are in euros, exclusive of tax.

WAYNIUM may revise the Price of all Services at most once a year, which the Customer expressly accepts. When prices are revised by WAYNIUM: the Customer is informed by email of the new General Terms and Conditions applicable to all Customers.

From then on, unless a specific agreement is concluded at that time between the Client and WAYNIUM, the Client has a period of thirty (30) days to accept or refuse the new proposed pricing conditions.

In the event of refusal by the Customer, and unless there is a specific agreement between the Parties, the Customer has thirty (30) days' notice to cease using the Services.

7.2. Terms of payment

Placing an Order implies payment of the Price or a deposit by the Client.

The methods of payment accepted by WAYNIUM for Maintenance and Support Services are as follows:

- By direct debit, if the Customer is located in the 'SEPA' zone where this means of payment is available
- By bank card or bank transfer, only if the Customer is located in a country that does not allow the use of 'SEPA' direct debits, as soon as the invoice is received
- By cheque, in exceptional circumstances and if this option is indicated on the Order Form or invoice

The methods of payment accepted by WAYNIUM for the Web Solution implementation Services and for any additional Requests or optional Services requested are as follows:

- By bank card or bank transfer, only if the Customer is located in a country that does not allow the use of 'SEPA' direct debits, upon receipt of the invoice
- By cheque, in exceptional circumstances and if this possibility is indicated on the Order Form or the invoice
- By direct debit at the Customer's request and if the Customer is located in the "SEPA" zone.

Payment for the Order may under no circumstances be offset against any sum owed by WAYNIUM to the Customer.

The credit card will be debited following validation of the Order.

7.3. Billing

For Maintenance and Support Services:

- WAYNIUM sends the Customer by email, at the beginning of each month, the invoice for the Maintenance and Support Services for the previous month, according to the conditions specified in the initial Purchase Order

- The Customer may choose to pay for the Services for a period of more than one month, for a fixed Price agreed between the Parties, in which case:
- The Price of the Services is maintained and is not subject to revision, for the entire period defined by the agreement between the Client and WAYNIUM,
- The Price of the Services is renewed by tacit agreement at the end of each expired period, as long as no revision has been notified by WAYNIUM,
- The Price of the Services is payable by the Client in full, including if the Customer decides not to use or to interrupt the use of the Services provided by WAYNIUM
- Any claim to express a disagreement must be made in writing (email or letter) by the Customer, within three (3) working days of receipt of the invoice
- After this period, the invoice is due in full to WAYNIUM
- WAYNIUM will notify the Customer within three (3) working days of any billing corrections resulting from complaints made,
- The invoice is paid by the Customer within a maximum of fifteen (15) days of receipt of payment by direct debit, in the event that the Customer is located in the 'SEPA' zone that allows this means of payment,
- In the sole event that the Customer is located in a country that does not allow the use of 'SEPA' direct debits, payment must be made by the Customer as soon as the invoice is received, by bank card or bank transfer.

7.4. Payment terms - Default of payment

Any rejection of payment by the Client's bank, or any delay in payment generally exceeding the period provided for in paragraph 9.3, will give rise, without prior formal notice, to the invoicing of a fixed fee of fifty (50) € excluding tax (HT) for administration and reminder costs.

In the event of rejection by the Client's bank or late payment, WAYNIUM will notify the Client as soon as possible by registered letter with acknowledgement of receipt and/or electronic mail sent with a request for acknowledgement of receipt, in order to remind the Client in particular that in the absence of payment within eight (8) days from receipt of the said letter and at the latest within thirty (30) days following the establishment by WAYNIUM of the first default in payment, WAYNIUM reserves the right to terminate the Contract under the conditions set out in these General Terms and Conditions of Sale.

In the event of a first rejection by the Client's bank or late payment, the Client undertakes to pay within a maximum of eight (8) days from receipt of the registered letter with acknowledgement of receipt and/or electronic mail with request for acknowledgement of receipt sent by WAYNIUM the amount due, including a fixed indemnity of fifty (50) € excluding tax (HT) for administration and reminder costs.

In the event of a new rejection by the bank or non-payment by the Client at the end of these eight (8) days, WAYNIUM reserves the right to temporarily interrupt the provision of Services and therefore to suspend the Client's access to its Web Solutions, without this cessation of Service giving the Client the right to any compensation as a result of the cessation of Service, until all payments due by the Client have been settled.

In this respect, WAYNIUM informs the Client that in the event of non-payment within 30 (thirty) days of receipt of the registered letter with acknowledgement of receipt and/or the electronic mail with request for acknowledgement of receipt sent by WAYNIUM, WAYNIUM reserves the right to definitively interrupt the Services. The Web Solution made available to the Client will then be deleted from the servers and the data relating to it will also be permanently deleted. In addition, if the Parties agree to reopen the Services after they have been terminated, the initialisation and set-up costs will again be invoiced to the Client.

WAYNIUM also reserves the right, in accordance with the terms laid down by law, to demand late payment penalties payable on the day following the date of payment in the event that the sums due are paid after this date.

ARTICLE 8. PERSONAL DATA

For the purposes of providing the Services, WAYNIUM acts as data controller and data processor for personal data.

8.1. Data processed by WAYNIUM as data controller

8.1.1. Identity of the data controller

The data controller is WAYNIUM, « société par actions simplifiée » (simplified joint stock company), capital: 100,000 euros, RCS Paris: 451 320 253, registered office: 29 rue Tronchet 75008 Paris, France, intra-community VAT number: FR45451320253, telephone: +33810001050, e-mail : info@waynium.com

8.1.2. Identity of the Data Protection Officer

The Data Protection Officer is Deshoulières Avocats Associés, 121 boulevard de Sébastopol, 75002 Paris, France, RCS Paris: 879733947, www.deshoulieres-avocats.com, rgpd@deshoulieres-avocats.com, telephone : 01 77 62 82 03.

8.1.3. Data collected from the Customer

As part of its contractual relations, WAYNIUM may collect and process information from its Customers, namely:

- Last name;
- First name;
- E-mail address;
- Telephone number;
- Postal address;
- Bank details.

8.1.4. Purposes of collecting personal data

The data collected during the contractual relationship is processed automatically for the following purposes:

- Carrying out contractual commitments;
- Monitoring the service;
- Contacting the Customer;
- Ensuring and improving the security of services;
- If necessary, initiating legal proceedings;
- Checking the Customer's identity and compliance with access conditions;
- Providing information and contacting the Customer, including by e-mail, telephone and push notification;
- Avoiding any illicit or illegal activity.

8.1.5. Legal basis for processing

The legal basis for the data collected is a contractual relationship.

8.1.6. Recipients of data

The data collected may only be consulted by members of WAYNIUM's management, as well as by the personnel in charge of the Client within the limits strictly necessary for the execution of the contractual commitments.

This data, whether in individual or aggregated form, is never made freely viewable by a third party.

8.1.7. Retention period for personal data

The personal data collected is kept for the duration of the contractual relationship, and for the time during which WAYNIUM may be held liable.

At the end of the retention period, WAYNIUM undertakes to permanently delete the data of the persons concerned without keeping a copy.

8.1.8. Security and confidentiality of personal data

Personal data is stored in secure conditions, using the latest technology, in compliance with the provisions of the General Data Protection Regulation and national legislation in force.

8.1.9. Data minimisation

WAYNIUM may also collect and process any data voluntarily transmitted by its Customers.

WAYNIUM directs its Customers to provide personal data strictly necessary for the performance of contractual commitments.

WAYNIUM undertakes to keep and process only the data strictly necessary for its professional activities, and will delete any data received which is not useful for its activities as soon as possible.

8.1.10. Respect for rights

Customers of WAYNIUM have the following rights concerning their personal data, which they may exercise by writing to the postal address of WAYNIUM or by sending a request by e-mail to the following address: rgpd@waynium.com.

8.1.10.1. Right to information, access and communication of data

Customers of WAYNIUM have the right to access their personal data.

Due to WAYNIUM's obligation of security and confidentiality in the processing of personal data, requests will only be processed if Customers provide proof of their identity, in particular by producing a scan of their valid identity document (in the case of a request via the dedicated electronic form) or a signed photocopy of their valid identity document (in the case of a request sent in writing), both accompanied by the words "I certify on my honour that the copy of this identity document is a true copy of the original. Done at ... on ...", followed by their signature.

To help them with their request, Users will find here a model letter drawn up by the CNIL.

8.1.10.2. Right to rectify, delete and forget data

Customers of WAYNIUM may request the correction, updating, blocking or deletion of their personal data which may be inaccurate, erroneous, incomplete or obsolete.

WAYNIUM's Customers may also define general and specific directives relating to the fate of personal data after their death. Where applicable, the heirs of a deceased person may request that the death of their relative be taken into account and/or that the necessary updates be made.

To help them in this process, Customers will find here a model letter drawn up by the CNIL.

8.1.10.3. Right to object to data processing

Customers of WAYNIUM may object to the processing of their personal data. To do so, they should send an e-mail to the following address: rgpd@waynium.com. In this e-mail, the Customer must specify the data they wish to be deleted as well as the reasons justifying this request, except in the case of commercial canvassing.

8.1.10.4. Right to data portability

WAYNIUM's Customers have the right to receive the personal data they have provided to WAYNIUM in a transferable, open and readable format.

8.1.10.5. Right to limit processing

Customers of WAYNIUM have the right to request that the processing of their personal data by WAYNIUM be limited. Thus, their data can only be kept and no longer used by WAYNIUM.

8.1.10.6. Withdrawal of consent

The Customer's consent is essential for WAYNIUM to process the Customer's data. However, the Customer may withdraw his consent at any time. This withdrawal will lead to the deletion of personal data concerning him. The services requiring the processing of the Customer's data by WAYNIUM will nevertheless no longer be accessible.

8.1.10.7. Response times

WAYNIUM undertakes to reply to any request for access, rectification or opposition or any other additional request for information within a reasonable period of time, which may not exceed one (1) month from receipt of the request.

8.1.10.8. *Complaints to the competent authority*

If WAYNIUM's Customers consider that WAYNIUM is not complying with its obligations with regard to their personal data, they may submit a complaint or a request to the competent authority. In France, the competent authority is the Cnil to which they can send a request [here](#).

8.1.11. Transfert des données collectées

8.1.11.1. *Transfer to partners*

WAYNIUM uses authorised service providers to facilitate the collection and processing of data. These service providers may be located outside the European Union and are likely to have access to the data collected.

WAYNIUM has previously ensured that its service providers implement adequate guarantees and comply with strict conditions in terms of confidentiality, use and data protection.

WAYNIUM uses the following sub-contractors:

Directory of subcontractors			
Partner	Destination country	Treatment carried out	Guarantees
Google Drive	USA	Data hosting.	https://policies.google.com/privacy
Stripe	USA	Online payment solution.	https://stripe.com/fr/privacy
MailJet	France	Electronic mail service.	https://www.mailjet.com/fr/legal/politique-confidentialite/
Microsoft Outlook	USA	Electronic mail service.	https://privacy.microsoft.com/en-us/privacystatement
CHM Comptabilité	France	Accounting services.	Subcontracting contract

8.1.11.2. *Transfer on requisition or court order*

Customers also consent to WAYNIUM disclosing the data collected to any person, at the request of a state authority or court order.

8.1.11.3. *Transfer in connection with a merger or acquisition*

If WAYNIUM is involved in a merger, sale of assets, financing operation, liquidation or bankruptcy or in an acquisition of all or part of its business by another company, Customers consent to the data collected being transferred by WAYNIUM to that company and to that company carrying out the personal data processing referred to in these General Terms of Service in place of WAYNIUM.

8.2. Data processed by WAYNIUM as a subcontractor

8.2.1. Subcontracting

In the course of providing its services, WAYNIUM may process personal data on behalf of its Clients, in accordance with this clause and on their documented instructions.

8.2.2. Description of the processing being subcontracted

WAYNIUM is authorised to process data on behalf of the Customer within the limits of the functionalities offered by the online Platform www.way-plan.com.

The purposes of the processing are as follows:

- Carry out contractual commitments;
- Send information and contact the people concerned;
- Ensuring compliance with the General Terms of Service.

In view of the diversity of the areas in which Customers are involved, the data processed in the capacity of processor may be very diverse and may concern data relating to both personal and professional life. In this respect, the nature of the data concerned may be:

- Data relating to the identity of the Customer's Customers ;
- Data relating to the identity of the Customer's drivers;
- Data relating to the identity of persons transported by the Customer;
- Data relating to the companies in which the persons transported work and their respective roles therein;
- Data relating to the type of vehicle used to transport the persons;
- Financial information;
- Software connection data;
- Geolocation data for drivers and passengers.

Within the limits of their respective responsibilities, the following may have access to personal data in their capacity as recipients:

- At the Client: authorised personnel;
- At WAYNIUM: authorised personnel to the extent strictly necessary for the performance of the service prestation.

8.2.3. WAYNIUM's obligations to the Client

8.2.3.1. Initial subcontracting

WAYNIUM undertakes to:

- Process the data solely for the purposes for which it was subcontracted;
- Process the data in accordance with the Customer's instructions;
- Throughout the processing period, ensure compliance with the obligations set out in the European Data Protection Regulation;
- Guarantee the confidentiality of personal data processed under this Contract;
- Ensure that persons authorised to process personal data under the Contract undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality and receive the necessary training in the protection of personal data;
- take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default.

8.2.3.2. Subsequent subcontracting

WAYNIUM currently uses two subsequent subcontractors to provide its subcontracting services:

Directory of subcontractors			
Partner	Destination country	Processing carried out	Guarantees
SCALEWAY SAS	France	Software hosting	https://www.scaleway.com/fr/contrats/

Stripe	USA	Online payment solution	https://stripe.com/fr/privacy
IOPOLE	France	Solution de facturation électronique	https://www.iopole.com/politique-de-confidentialite

WAYNIUM may use other sub-contractors to carry out specific processing activities. In this case, it shall inform the Client in advance and in writing of any changes envisaged concerning the addition or replacement of other sub-contractors. This information must clearly indicate the sub-contracted processing activities, the identity and contact details of WAYNIUM and the dates of the sub-contracting agreement. The Client has a period of one (1) month from the date of receipt of this information to present its legitimate objections. This sub-contracting may only be carried out if the Customer has not raised any legitimate objections during this period.

The subsequent subcontractor is required to comply with the obligations of this Contract on behalf of and in accordance with the instructions of the Client. It is the responsibility of WAYNIUM to ensure that the subsequent subcontractor presents the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European Data Protection Regulation. If the subsequent processor does not fulfil its data protection obligations, WAYNIUM remains fully responsible to the Client for the performance by the other processors of its obligations.

8.2.3.3. Exercise of individual rights

To the extent possible, WAYNIUM shall assist the Client in fulfilling its obligation to comply with requests to exercise the rights of data subjects: right of access, rectification, erasure and objection, right to restrict processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

When the persons concerned make requests to WAYNIUM to exercise their rights, WAYNIUM must transmit these requests to the Client.

8.2.3.4. Notification of personal data breaches

WAYNIUM will notify the Client as soon as possible of any personal data breach of which it is aware. This notification shall be accompanied by any useful information to enable the Customer, if necessary, to notify this breach to the competent supervisory authority, and at the very least to:

- Describe the nature of the personal data breach including, if possible, the categories and approximate number of persons affected by the breach and the categories and approximate number of personal data records affected;
- Provide the name and contact details of the Data Protection Officer or the person from whom further information can be obtained;
- Provide any information likely to make it possible to assess the likely consequences of the personal data breach.

8.2.3.5. Safety measures

WAYNIUM undertakes to implement security measures enabling it to:

- Guaranteeing the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- Restoring the availability of and access to personal data within an appropriate timeframe in the event of a physical or technical incident.

8.2.3.6. Fate of data at the end of the Contract

On completion of the services relating to the processing of this data, WAYNIUM undertakes, in accordance with the instructions issued by the Client, to:

- Destroy all personal data or
- Return all personal data to the Customer or

- Return the personal data to the sub-contractor appointed by the Customer.
- Where applicable, the return must be accompanied by the destruction of all existing copies in WAYNIUM's information systems.

8.2.3.7. Data Protection Officer

Where applicable, WAYNIUM will inform the Customer of the name and contact details of its Data Protection Officer.

8.2.3.8. Register of categories of processing activities

WAYNIUM declares that it keeps a written record of all categories of processing activities carried out on behalf of the Client, who may at any time ask WAYNIUM to justify this.

8.2.4. Obligations of the Client to WAYNIUM

8.2.4.1. Determining the purpose and means of processing

Within the framework of this Contract, the Client alone determines the purposes of the processing. The Client alone has chosen to use WAYNIUM's services with full knowledge of the means implemented by WAYNIUM to carry out the processing.

8.2.4.2. Process supervision

The Customer undertakes to:

- Provide WAYNIUM with the necessary personal data;
- Document in writing any instructions concerning the processing of data by WAYNIUM;
- Ensuring that WAYNIUM complies with its obligations under the European Data Protection Regulation before and during processing;
- Supervise the processing, including carrying out audits and inspections of WAYNIUM;
- Provide information to data subjects at the time of data collection;
- Obtaining consent from data subjects at the time of data collection;
- Make the necessary declarations and obtain the necessary authorisations for the processing of data transmitted to WAYNIUM.

8.2.4.3. Personal data guarantee

The Client warrants to WAYNIUM that it provides lawful personal data, in accordance with the General Regulation for the Protection of Personal Data. In this respect, it undertakes to bear any costs and expenses that WAYNIUM may incur as a result of the personal data transmitted, including any legal fees and proceedings.

WAYNIUM guarantees to the Client that it carries out the processing referred to in the Contract in compliance with the General Regulation for the protection of personal data.

ARTICLE 9. WAYNIUM'S LIABILITY

9.1. Nature of WAYNIUM's obligations

The obligations of WAYNIUM are limited to the specifications of the Purchase Order. In this respect, WAYNIUM is only responsible for an obligation of means concerning the Services subject hereof.

WAYNIUM does not guarantee in any way the achievement of economic results due to the use of the Solution by the Customer. The Client is solely responsible for the use of the Solution, as well as for the supply of its services to end clients.

9.2. Force majeure - Fault on the part of the User

WAYNIUM shall not be liable in the event of force majeure or fault on the part of the Customer, as defined in this article.

9.2.1. Force majeure

For the purposes of these General Terms and Conditions, any impediment, limitation or disruption caused by fire, epidemic, explosion, earthquake, fluctuations in bandwidth, failure attributable to the

access provider, failure of the transmission networks, collapse of installations, etc. shall be deemed to be a case of force majeure that may be invoked against the Customer, unlawful or fraudulent use of passwords, codes or credentials provided to the Customer, computer hacking, a security breach attributable to the host of the Solution or developers, flood, power failure, war, embargo, law, injunction, demand or requirement of any government, requisition, strike, boycott, or other circumstances beyond the reasonable control of WAYNIUM. In such circumstances, WAYNIUM shall be excused from performing its obligations to the extent of such impediment, limitation or disruption.

9.2.2. Customer's fault

For the purposes of these General Terms and Conditions, any misuse, fault, negligence, omission or failure on the part of the Customer or its agents, failure to comply with the advice given by WAYNIUM on the Solution, any disclosure or unlawful use of the Customer's password, codes and references, as well as the provision of incorrect information or failure to update such information in the Customer's personal space, will be deemed to be a fault on the part of the Customer. The implementation of any technical process, such as robots or automatic requests, whose implementation contravenes the letter or spirit of these General Conditions, will also be considered as a fault on the part of the Customer.

9.3. Technical problems - Hypertext links

In the event that access to the Solution is not possible due to technical problems of any kind, the Customer may not claim any damages and may not claim any compensation. The unavailability, even prolonged and without any time limit, of one or more online services, cannot constitute a prejudice for the Customer and can in no way give rise to the granting of damages from WAYNIUM.

Where applicable, hypertext links on the Site may refer to other websites. WAYNIUM cannot be held responsible if the content of these sites contravenes current legislation. Similarly, WAYNIUM may not be held liable if the Customer's visit to one of these sites causes him or her harm.

9.4. Damages payable by WAYNIUM

In the absence of legal or regulatory provisions to the contrary, the liability of WAYNIUM is limited to the direct, personal and certain prejudice suffered by the Customer and linked to the failure in question. WAYNIUM may not under any circumstances be held liable for indirect damage such as, in particular, loss of data, commercial prejudice, loss of orders, damage to brand image, commercial disturbances and loss of profits or Customers. In the same way and within the same limits, the amount of damages for which WAYNIUM is liable may not in any event exceed the price of the Subscription taken out.

ARTICLE 10. INTELLECTUAL PROPERTY

10.1. Solution

10.1.1. Scope of the licence

WAYNIUM grants the Customer, on a non-exclusive basis, an end-user licence for the Solution. The licence is granted worldwide, for the duration of the Subscription taken out by the Customer and for all languages.

The licence covers only the right to use the Solution, for the sole purpose of its execution, and the right to use the Solution with the exception of:

- Any reproduction with a view to the marketing, circulation, rebroadcasting, distribution or publication of the Solution or the installation of the Solution on a workstation other than those of the Customer;
- Any representation, even partial, of the Solution, in particular by means of online public communications or public screenings;
- Any translation, adaptation, arrangement or modification of the Solution, as well as any export or merging of the latter with other computer applications;

- Any compilation, decompilation, disassembly, translation, analysis or reverse engineering of the Solution.

The rights to use the Solution are personal and non-transferable. The rights granted to the Customer are exclusively for its own needs and solely for use by the Users specifically designated by the Customer, to the exclusion of any form of supply to third parties, even to a subsidiary company or de jure or de facto grouping or an independent driver. The Customer may not assign all or part of the rights and obligations resulting from these General Terms and Conditions, whether as part of a temporary assignment, a sub-licence or any other contract providing for the transfer of said rights and obligations.

10.1.2. Guarantees

10.1.2.1. Warranty of eviction

WAYNIUM does not give any intellectual property guarantee concerning the Solution other than that of eviction due to its own fault, to the exclusion of any guarantee of eviction due to the fault of third parties. In the event that an action for infringement is brought against the Client, the Client may not call upon WAYNIUM as guarantor, nor attempt to take recourse action.

10.1.2.2. Guarantee of proper operation

WAYNIUM guarantees that the Solution will function in accordance with its specifications, excluding maintenance and correction periods.

Are expressly excluded from the guarantee the services requested following an intervention or an unauthorized modification, a handling error, a non-conforming use of the Solution, an Anomaly generated by another application of the Customer not provided by WAYNIUM or an Incident.

Any intervention by WAYNIUM outside the guarantee will be invoiced to the Customer at the current rate.

10.1.3. Solution brand image

The Client may not modify or alter the Solution, except with the prior written consent of WAYNIUM. In particular, the Client may not alter or remove the distinctive signs of WAYNIUM affixed to and integrated into the Solution.

The Client undertakes to do its utmost to respect the brand image of the Solution in view of its high quality and technical nature.

Where applicable, the Client undertakes to ensure that Users comply with this obligation to respect the brand image of the Solution. The Client shall be personally liable to WAYNIUM in the event of non-compliance with this obligation by its own Users.

10.2. Protection of Content

The Content may be protected by copyright and database right. Any representation, reproduction, translation, adaptation or transformation, in whole or in part, carried out illegally and without the consent of WAYNIUM or its successors or assigns constitutes a violation of Books I and III of the Intellectual Property Code and may give rise to legal proceedings for infringement.

The User further undertakes contractually to WAYNIUM not to use, reproduce or represent, in any manner whatsoever, the Content, whether or not protected by intellectual property rights, for any purpose other than their use in the Application. More generally, the User undertakes not to adopt any behaviour likely to constitute acts of parasitism or unfair competition against WAYNIUM.

10.3. References

WAYNIUM is authorised to use the Customer's name and distinctive signs in its commercial and advertising promotion, in particular on the Site and WAYNIUM's social networks, for the purposes of mentioning the Customer as a reference.

ARTICLE 11. DURATION - TERMINATION

11.1. Duration

The Contract comes into force on signature of the Order Form by the Client and remains in force until expiry of the Parties' mutual obligations.

If the Order Form is not signed by the Client, the Contract will apply from the moment when the Client has asked WAYNIUM to carry out the Services.

11.2. Termination

The Parties may terminate the Contract, subject to compliance with the following conditions.

The Customer must comply with the following cumulative conditions:

- Send a cancellation request either by e-mail to the address: compta@waynium.com, or by post to the address given on the Order Form, specifying the desired service termination date;
- Payment in full:
 - Any specific developments undertaken prior to the termination request;
 - All maintenance and support services up to the full current month of the service termination date requested by the Customer.

WAYNIUM will send the balance invoice upon notification of termination by the Customer.

For WAYNIUM:

- In the event of non-payment by the Client, where the Client has not paid after the expiry of the period of eight (8) days and at the latest within a period of thirty (30) days following the establishment of the first non-payment by WAYNIUM, the amount of the and the fixed indemnity of fifty (50) € excluding tax (HT) for administration and reminder costs;
- In case of non-respect by the Client of one of its obligations expressed in the present GCS;
- In the event of disagreement between the Parties on the revised Price of the Services.

WAYNIUM sends a notice of termination by email to the Customer with a notice period of:

- Eight (8) days prior to the date of cessation of service, in the event of failure by the Client to comply with one of its obligations
- - Thirty (30) days in the event of disagreement on the revision of the prices proposed by WAYNIUM, if the Client does not accept the new tariff conditions.

The termination of service is made effective by WAYNIUM on the date provided by the conditions expressed above. It is up to the Customer to take all measures to recover its data before the date of effective termination of services provided by WAYNIUM, using the usual features of its Manager. In this respect, the signatory Parties expressly waive their right to claim any damages following such termination. In the event that the Parties agree to reopen the services after their termination, the initialization and set-up costs will again be invoiced to the Customer.

ARTICLE 12. INDEPENDENCE OF THE PARTIES

WAYNIUM will carry out its mission in complete independence and freedom and may, consequently, carry out any activity of its choice, carry out any business and other operations for its own account or for the account of third parties independently of this Contract.

The signing of this Contract does not confer on either of the Parties any authority or any hierarchical link between them or between their members or employees.

ARTICLE 13. FINAL PROVISIONS

13.1. Applicable law

These General Terms and Conditions are subject to French law.

In the event of a dispute concerning all contractual relations of a contractual or extra-contractual nature, jurisdiction is expressly attributed to the courts of the registered office of WAYNIUM, notwithstanding plurality of defendants or the introduction of third parties.

13.2. Modifications to these General Terms and Conditions

These General Terms and Conditions may be modified at any time by WAYNIUM. The General Terms and Conditions applicable to the Customer are those in force on the day of his/her order or connection to the Solution. Any new connection to the Solution implies acceptance, where applicable, of the new General Conditions.

13.3. Whole

The nullity of one of the clauses of these General Terms and Conditions shall not entail the nullity of the other clauses or of the General Terms and Conditions as a whole, which shall retain their full effect and scope. In such a case, the Parties shall, as far as possible, replace the invalidated provision with a valid provision corresponding to the spirit and purpose of these General Terms and Conditions.

13.4. Non-waiver

WAYNIUM's failure to exercise its rights hereunder shall in no event be construed as a waiver of such rights.