SEPAeditor

Simplify your SEPA payments

TERMS OF USE

V 2.1

PURPOSE OF THIS DOCUMENT

The purpose of this document is to define, for the Customers, the general terms and conditions of use for the SEPAeditor application sold by Exalog. SEPAeditor customers can choose between a free-of-charge licence or a monthly subscription. This document defines the guarantees which Exalog provides in each case.

By registering for SEPAeditor and selecting the form of licence they will use, the subscriber declares that they have read, understood and accepted the entirety of these general terms and conditions.

Second edition (December 2014)

Exalog regularly provides updates to the product(s) described in these Terms of Use, the contents of which are updated periodically. If you have any questions, please contact SEPAeditor support: assistance@sepaeditor.com

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1. GLOSSARY

<u>SEPA</u>: Single Euro Payment Area

<u>EPC</u>: European Payment Council

<u>SEPA orders</u>: Banking orders for transfers or direct debits sent to a bank for execution under the rules established by the EPC

<u>SCT:</u> SEPA Credit Transfer (or SEPA payment instruction)

<u>SDD</u>: SEPA Direct Debit (or SEPA collection instruction)

<u>Custome</u>r: Company using SEPAeditor software, with a free-of-charge license or with a subscription

<u>Administrator</u>: Operator authorised to manage the SEPAeditor software on behalf of the Customer and in particular to manage the user rights for the Customer's other operators.

<u>User</u>: Operator authorised by the Customer in the SEPAeditor administration module

<u>HR / Hour</u>: Time in CET zone (Central European Time)

<u>Working day / Working hours:</u> Working day and working hours in France, from Monday to Friday from 09:00 to 12:15 and 14:00 to 17:15.

<u>Author</u>: The company Exalog développement, author of SEPAeditor and owner of all license rights

<u>SEPAeditor Starter:</u> Free license to use SEPAeditor with limitations on usage

<u>SEPAeditor Optimum:</u> Chargeable licence to use SEPAeditor, with no limitations on usage

2. DESCRIPTION OF THE SEPAEDITOR SOFTWARE

The SEPAeditor software is mainly intended to enable the Customer to generate bank transfer files containing SEPA orders which comply with the EPC standards.

To do this, it specifically enables the Customer to:

- Enter and save their own bank details

- Record (by import or entry) in their database the bank details of their debtors and creditors

- Record the necessary data to create SEPA Orders

- Enter SEPA Orders online

- Import data in text format with separators, intended to generate a SEPA file

- Convert files formatted to old national standards into SEPA* files

- Download to the User's PC the order submissions in the form of files compliant with the SEPA standards laid down by the EPC

The list of old national formats which are covered by the SEPAeditor conversion application is published and updated online on the SEPAeditor website.

As well as providing the functions listed above, using SEPAeditor, even in the free version, gives you access to e-mail support in English and French from the SEPAeditor technical staff. This support consists of explaining how the software functions work. The technical support staff are not trained in accounting or finance, and they cannot know the Customer's own administration rules. Whatever instructions may be given by the technical staff, only the Customer is in a position to judge the impact on their own processes of any choices they make in how they use the product, and is solely responsible for these choices.

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3. RULES OF ACCESS TO THE SOFTWARE

The application is normally accessible 7 days a week, 24 hours a day. However, this availability is not guaranteed contractually. For maintenance reasons, access may temporarily be restricted, within the limits set out below in paragraph 7 relating to guarantees.

On their first login, before entering any data, the Customer chooses their own username and password to access SEPAeditor. SEPAeditor does not include any functionality which allows the Customer's password to be recovered. If a Customer loses their password they have to reset it using the available online form. A new temporary password will then be sent to them to the e-mail address initially provided within their environment. They must replace this temporary password with a password of their choice.

In addition, SEPAeditor includes a function for managing user rights, which allows the Customer's administrator to restrict the number of actions each operator is allowed to carry out and to define what access they have to the application. It is up to the Customer to define these authorisations and access options to suit themselves, and they are solely responsible for the consequences of the choices made.

4. DATA CONFIDENTIALITY

SEPAeditor provides encryption of the data transmitted online between the Customer's workstation and the SEPAeditor server, in both directions. The protocol used is the standard SSL (Secure Socket Layer – TLS 1.2), supported by most Internet browsers. The encryption key used by Exalog has been deposited with a reputable international certification body.

The Customer's data is held on servers running in an environment which is protected against unauthorised access. Exalog undertakes not to make any use of this data, and to limit any processing of it strictly to what is necessary to provide a backup.

5. DATA STORAGE PERIOD

The master data relating to the Customer, its debtors and creditors are preserved for an unlimited time in the database. Only the Customer can delete some or all of the master data they have saved in the database.

The audit trail of generated orders is preserved online for a period of 60 days. Beyond that online storage period, the backup databases are encrypted and archived for 7 years, even if the Customer terminates their subscription earlier (see also section 10 – Duration and termination of the licence).

6. DATA OWNERSHIP

The Customer is at all times the sole owner of the data which they record in their database using SEPAeditor software. Within their environment, the Customer has tools allowing the extraction of data relating to their debtors, creditors or orders entered online, in the form of text files, made up of records separated by a linefeed, each record made up of fields separated by tabs. The data will be written to the extracted file unencrypted.

7. GUARANTEES

The software used in the free version SEPAeditor Starter is the same as that supplied to Users who have signed a subscription contract for SEPAeditor Optimum. Users of SEPAeditor Starter therefore in practice enjoy the benefits of the SEPAeditor Optimum solution, but they are not covered by any of the guarantees defined here under any circumstances; these apply solely to the holders of a SEPAeditor Optimum licence who have paid the fees due.

For the period for which the fees have been paid, the Author guarantees the following to the Customer holding a SEPAeditor Optimum licence:

- The availability of their data and the software functionality on working days, Monday to Friday, between 08:30 and 17:30, with a restart period of less than sixteen (16) working hours in the event of a breakdown
- Compliance with EPC standards for the files used to submit orders created by SEPAeditor and downloaded to the Customer's PC
- Strict confidentiality of all Customer data saved in the SEPAeditor database

The Author guarantees all Customers, no matter which licence they hold, that their data saved in the SEPAeditor database will be kept strictly confidential.

The Author does not accept any liability in relation to:

- The commercial, legal or financial validity of any banking orders created and generated by the Customer
- The quality of the data files imported by the Customer via the Internet into their SEPAeditor database
- The consequences of the choices of how to use SEPAeditor made by the Customer (selection of values entered, choice of processing dates, validation of transactions by pressing a confirm button, and so on), no matter what may have been indicated by support staff
- The security of access to the Customer's data if this access is obtained through the normal entry of a username and password chosen by and known to the Customer alone

The guarantee of availability of the service does not apply in the event of force majeure affecting Exalog. Exalog reserves the right to modify these provisions at any time and promises to advise Users before doing so.

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8. TERMS OF USE COMING INTO FORCE

If the Customer subscribe to SEPAeditor, the last Terms of use published at the time of the subscription govern the contract between the Costumer and the Author.

9. CUSTOMER'S RESPONSIBILITIES

The Customer shall be the sole judge of the impact of the banking orders processed using SEPAeditor. The Customer must be aware that SEPAeditor and the Internet are mere automata which are liable to failures, even if these occur extremely rarely.

It is therefore the Customer's responsibility to take all precautions they deem necessary based on the scale of their orders, to ensure that these are processed in the manner they want.
In particular, the Customer must prepare fallback procedures, both internally and with their banks, to ensure their transactions can be processed within the desired timescales even should SEPAeditor fail.

10. DURATION AND TERMINATION OF THE LICENCE

This licence for non-exclusive use is granted to the Customer by the Author for a period of one month renewable by tacit consent. The Customer may cancel their licence by sending a registered letter to:

Exalog développement
Service résiliation SEPAeditor
97 rue de Bellevue
92100 Boulogne Billancourt
FRANCE

The cancellation will take effect at the latest 15 days after receipt of the letter, from which date the service will be de-activated and any future direct debit will be suspended.

Exalog reserves the right to deactivate and delete the Customer's data in the case of a free-of-charge license for the following:

- Anyone who has not logged into the software for 3 months
- Anyone who has not created any SEPA files for more than three months
- Anyone who has used SEPAeditor in a way which Exalog deems to be abnormal, illegal or unsuitable for a free licence

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For the use of the software based on a paid licence fee, Exalog has the right to deactivate the Customer's access if a direct debit has remained unpaid for more than eight days following a complaint by e-mail.

11. PRICE AND PAYMENT METHODS

For the SEPAeditor Starter free licence, no fees will be charged. But, the Customer will not be able to generate more than 500 orders per month.

For a chargeable SEPAeditor Optimum licence, the level of the monthly fee due from the Customer comprises a flat-rate amount of 20€ (twenty euros) which includes the first 1000 SEPA orders (direct debits or transfers) each month, and a variable amount of 0.01€ (one cent of euros) for each SEPA order from the 1001th uploaded.

The flat-rate fee is invoiced for the next month and the variable part for the previous month.
The fees are collected by automatic direct debit issued by Exalog from the Customer's choice of bank account. The direct debit is collected on the 15th of each month. If the direct debit is rejected:

- The customer is charged a flat-rate fee for collection of EUR 25
- A penalty interest rate of 1.5% per month is also applied to the outstanding amount

The Customer's rates and the fixed charge for collection are reviewed annually on the anniversary of signing up for SEPAeditor, based on the change on the French consumer price index (IPCH), and applying the formula: **T1=T0x(S1/S0)**
Where:
T1 = revised rate
T0 = previous rate
S0 = latest IPCH index published at the time of the previous review
S1 = latest index published at the date of this review

The initial reference index is the latest index published at the date of the Customer registering for SEPAeditor.

12. CHOICE OF JURISDICTION

These General Conditions of Use are governed by French law.

In the case of non-performance of any clause of these General Conditions of Use in full or in part, Exalog and the Customer will endeavour to find an amicable agreement within one month of receipt of a written notice of disagreement. If these negotiations meet with failure, or if after one month following written notification of the dispute no response has been forthcoming from one of the two parties, the other party is fully entitled to submit the claim to the Commercial Court in Nanterre, France.

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