dinao SOVEREIGN CLOUD

GENERAL TERMS AND CONDITIONS OF SALE · CONTRACTUAL DOCUMENT

Special Terms — Managed Docker containers

This document brings together the **Special Terms** of your offer and the **General Terms** applicable to all DINAO services. Together they form a single, indivisible contract.

PROVIDER	REGISTRATION	SCOPE
DINAO — SARL (limited liability company) with a share capital of €50,000	**RCS Toulon 448 091 181**	**Managed Docker containers**

VERSION
1 November 2026

Translation provided for information only. This document is a translation of the French version, which alone is legally binding. In the event of any discrepancy, the French version prevails. Read the French version.

Special Terms · Managed Docker Containers

Conteneur Découverte (Discovery Container) · Standard · Performance · Intensif (Intensive)

The DINAO General Terms and Conditions of Sale form an integral part of this contract. These Special Terms supplement them: in the event of a conflict, they prevail over the General Terms for this Service; for any matter they do not govern, the General Terms apply. The General Terms are available at dinao.com/cgv and are reproduced in the PDF of this contract.

1. Description of the Service

DINAO provides the Customer with a containerised runtime environment, hosted in France, comprising: the deployment of an application chosen from the application catalogue, an allocation of resources according to the tier subscribed, a hosting domain name, a TLS certificate, and a management interface accessible from the customer area.

TIER	PROCESSOR	MEMORY	STORAGE	INCLUDED OUTBOUND BANDWIDTH	PUBLIC PORTS	VPN ACCOUNTS (OPTION)
Découverte	1 vCPU	2 GB	20 GB	200 GB/month	1	2 maximum
Standard	2 vCPU	4 GB	40 GB	500 GB/month	2	5 maximum
Performance	4 vCPU	8 GB	80 GB	1 TB/month	4	10 maximum
Intensif	8 vCPU	16 GB	160 GB	2 TB/month	8	25 maximum

The resources indicated are upper limits. The Service runs on a shared infrastructure: several containers belonging to different customers may share the same physical server, each being isolated from the others.

Bandwidth. Each tier includes a volume of outbound bandwidth (traffic sent by the container to the Internet), calibrated for normal use of the deployed application; exceeding it is dealt with in Article 11. Applications whose normal use involves substantial outbound traffic — in particular video conferencing and video streaming — are flagged as such on their application catalogue page; the Customer is advised to choose a tier at least equal to the one indicated on that page for this type of use, and to contact DINAO technical support before subscribing if it needs help sizing its tier.

2. Scope of the managed service

DINAO operates the infrastructure: availability of the servers, network, host system, platform backups, monitoring and security of the underlying platform.

The Customer remains responsible for its application: for its content, its data, its application configuration, its user accounts and their security, and for the choice of the versions it deploys. DINAO does not administer the inside of the container and does not access the Customer's application data, except at the Customer's express request in the context of assistance.

This article defines the **scope** of the managed service: what DINAO takes care of. The **time frames** within which the Customer's requests are handled are governed by Article 9, which describes the included level and the guaranteed levels that may be subscribed.

3. Opening ports and exposure on the Internet

From its customer area, the Customer may open a number of public ports determined by its tier. The ports required for the application to operate, set up by DINAO, do not count towards this quota and cannot be closed.

- The default mode restricts access to the IP addresses declared by the Customer. Opening to all addresses is possible over TCP, under the Customer's sole responsibility.

- Over UDP, opening to all addresses is not offered to the Customer, in order to prevent use of the Service as a reflector for amplification attacks. By way of exception, where the deployed application requires it in order to operate (real-time audio and video, in particular video conferencing) and its application catalogue page says so, DINAO opens to all addresses the UDP media transport port of that application. This port is set up and filtered by DINAO, which limits the throughput accepted from each address; it is one of the ports required for the application to operate. The Customer may restrict access to it to the addresses it declares.
- Certain ports are prohibited for security reasons, in particular port 25 (outbound SMTP, see the box below) and those related to system administration.
- In the event of a move to a lower tier, the ports exceeding the new quota are closed, the most recently opened first. The ports required for operation are preserved.

Port 25 (outbound SMTP) is permanently blocked on all tiers, with no possibility of opening it on request. This measure protects the reputation of the IP addresses of the DINAO infrastructure, which are shared between several Customers, against misuse for the mass sending of unsolicited email; it effectively prohibits any direct routing of outbound email from the Service. For its application's email sending functions (notifications, campaigns…), the Customer must use an authenticated submission service (third-party SMTP relay, transactional or marketing sending platform). For sending limited in volume and rate, compatible with the conditions of our mail servers, it may use the sending settings of an email account subscribed with DINAO.

Exposing a service on the Internet is the Customer's decision. It is the Customer's responsibility to ensure that the exposed application is up to date, correctly configured and protected by strong credentials. DINAO cannot be held liable for a compromise resulting from the deliberate exposure of a service, nor for the content accessible through these ports.

4. VPN access (option)

The Customer may subscribe to an option for private access through an encrypted tunnel (WireGuard), invoiced according to the number of user accounts. Each account corresponds to one device.

4.1 Delivery and retention of configurations

When an account is created, the configuration — including the private key — is communicated to the Customer **once only**. DINAO does not retain it: this absence of retention ensures that no one other than the Customer can use it. In the event of loss, the Customer renews the account from its customer area, which produces a new configuration and renders the previous one immediately inoperative.

4.2 Customer's responsibility for its access

The Customer is solely responsible for the safekeeping, distribution and revocation of the configurations given to its users. Any connection established by means of a valid configuration is deemed to have been made by the Customer.

4.3 Scope of access

The tunnel gives access only to the services that the Customer has expressly made reachable. It does not constitute access to DINAO's infrastructure or to other customers. The Customer may, at its convenience, close the public port of a service that has become reachable through the tunnel; it is the Customer's responsibility to check beforehand that its users have operational VPN access.

4.4 Number of accounts

The number of usable accounts corresponds to the quantity subscribed, within the limit of the tier's maximum. In the event of a reduction in the quantity subscribed, the excess accounts cease to be operative, the most recently created first; they are not deleted and become operative again if the quantity is increased again.

4.5 Availability of the tunnel

VPN access uses the UDP protocol. Certain third-party networks (companies, hotels, public access points) filter it. This impossibility, which lies outside DINAO's infrastructure, cannot give rise to any entitlement to compensation or to termination for breach.

4.6 Domain name resolution in the tunnel

So that the Customer can continue to reach its application **by its domain name** — and therefore over HTTPS, with a valid certificate — the configuration provided declares a name resolution service provided by DINAO and reachable only inside the tunnel. The Customer is informed of this by the set-up documentation provided to it.

Scope. This service substitutes a response only for the single domain name associated with the Customer's deployment. Any other resolution request is forwarded, unmodified, to a third-party public resolver, as at the date hereof Quad9, which may refuse to resolve names it identifies as malicious. This resolver receives the requests from DINAO's infrastructure, without the address of the Customer's device; it does not act on DINAO's behalf and is not one of its processors. No other browsing by the Customer is redirected or altered.

Consequence to be aware of. As long as the tunnel is active and this service is declared on its device, the name resolution requests sent by that device pass through DINAO's infrastructure before being forwarded to the third-party resolver. DINAO **neither retains nor logs** these requests; they are not subject to any exploitation, any profiling or any disclosure to a third party other than the technical forwarding necessary for resolution.

Optional nature. The Customer may remove this declaration from its device's configuration. It then retains access to its services through their addresses in the tunnel, but loses the ability to reach its application by its domain name and, consequently, over HTTPS.

Confidentiality of exchanges. Encrypted traffic destined for the Customer's application is relayed without being decrypted: DINAO has no access either to the content of the exchanges or to the elements protected by the Customer's certificate, which remains presented end to end.

Limitation. Resolution of names other than that of the deployment depends on the availability of the third-party resolver. Its unavailability, which lies outside DINAO's infrastructure, cannot give rise to any entitlement to compensation or to termination for breach.

5. Application configuration

The Customer may modify certain application settings of its deployment from its customer area. Elements relating to isolation, security, resource allocation and network topology are reserved to DINAO and cannot be modified; a configuration containing an unauthorised element is rejected.

The Customer is liable for the consequences of the modifications it makes to its application, in particular any unavailability or loss of data resulting therefrom.

6. Application versions and updates

The application catalogue publishes the available versions. The Customer chooses the policy applicable to its deployment, between automatic updating within the same major version and updating at its sole initiative.

- A prior backup is made before any update triggered by the platform.
- Moving to a new major version requires an explicit action by the Customer, because of the compatibility breaks it may entail.
- The Customer remains responsible for the compatibility of its data and settings with the version it chooses.

Elements added outside the data volumes. Elements that the Customer adds to its application outside the data volumes of its deployment — for example an extension placed in the container by means of the console — are not retained during a change of version. Where the platform detects such elements, automatic updating is suspended and the Customer is informed; an update at its initiative then requires its express confirmation. This detection covers only the applications for which DINAO knows the location of extensions and does not constitute a guarantee of retention.

7. Backups and data

DINAO makes a full backup of the deployment's data every day — all of its volumes: application files and database —, at the time chosen by the Customer from its customer area; a default time is proposed when the deployment is created. The application is briefly stopped during the copy, in order to guarantee the consistency of the backup.

- A maximum of seven (7) backups are retained per deployment, including backups made at the Customer's request; the oldest are deleted as new ones are made.
- Backups are stored on the infrastructure that hosts the deployment; they are not counted against the disk space of the tier subscribed.
- The Customer may disable the daily backup; no automatic backup is then made, under its sole responsibility.

- A suspended deployment is not backed up for the duration of the suspension.
- Where the Customer configures an S3-compatible storage destination, each backup is also copied there; these copies are managed solely by the Customer, and DINAO never deletes them.
- Backups cover the deployment's volumes: they do not include the elements added by the Customer outside these volumes (Article 6).

From its customer area, the Customer also has an on-demand backup and restoration function and a full export of its data.

These backups do not relieve the Customer of the need to keep its own copies. It is the Customer's responsibility to export its data regularly and to check that it is able to restore it on another environment. DINAO's liability in respect of a loss of data is limited under the conditions of Articles 3 and 20 of the General Terms.

On termination, the data and backups associated with the deployment remain recoverable under the conditions of Article 19 of the General Terms, and are then permanently deleted. It is the Customer's responsibility to export them before that deadline.

8. Availability, maintenance and interruptions

The Service is hosted on an infrastructure that has no automatic redundancy mechanism. Consequently, and whatever option is subscribed under Article 9, DINAO gives **no quantified availability rate commitment**. DINAO implements reasonable means to ensure the continuity of the Service and announces its maintenance operations under the conditions of Article 18 of the General Terms (daily maintenance window; forty-eight hours' notice outside that window).

The following may cause an interruption: maintenance operations, security updates of the underlying platform, and actions requested by the Customer itself.

Certain operations requested by the Customer — modification of the configuration, change of version, restoration, migration — by their nature entail a restart of its application. Operations relating to ports and VPN access are designed not to interrupt the application.

The following operations may recreate the application container: change of version, modification of the domain, of the environment variables or of the configuration, restoration, migration to another server, and DINAO's interventions necessary to restore the Service. A recreation erases the elements added by the Customer outside the data volumes (Article 6). Where the platform detects such elements before an operation requested by the Customer, it warns the Customer and requires its express confirmation; the absence of a warning does not constitute a guarantee of retention. It is the Customer's responsibility to keep its own copies of these elements.

9. Support responsiveness

The managed service described in Article 2 is included in the container price. This article defines the **time frames** for handling the Customer's requests, and the guarantees it may subscribe. It modifies neither the

scope of the managed service nor the exclusions attached to it.

9.1 Included level

At the included level, interventions are carried out on a "best effort" basis. Requests are handled according to their nature and criticality, in the order of priority determined by DINAO having regard in particular to the impact on the availability of the Service, **without any contractual commitment as to a time to take into account or to resolve**. This level includes no Guaranteed Intervention Time (GTI) or Guaranteed Restoration Time (GTR).

Automated monitoring of the infrastructure is provided continuously. Human interventions are carried out from 9 a.m. to 5 p.m. (Paris time), Monday to Friday, excluding public holidays in France. DINAO may intervene outside these hours where the situation, its available resources and operational requirements justify it, without this constituting a contractual commitment or creating an enforceable practice.

9.2 "Support responsiveness" option

The Customer may subscribe, when ordering or during the contract, to one of the following levels, on the price terms in force on the date of subscription:

LEVEL	HANDLING	GUARANTEES
Best effort (included)	As per Article 9.1	No guaranteed time
Priority handling	Priority over requests from Customers at the included level	GTI 2 hours
Enhanced priority handling	Priority over requests at all other levels	GTI 30 minutes · GTR 4 hours

9.3 Definition of the guaranteed times

The **Guaranteed Intervention Time (GTI)** is the maximum time between receipt of the Customer's request and the start of its handling by a DINAO operator. Handling is deemed to have started when the first personalised message acknowledging receipt of the request and announcing its handling is sent to the Customer; **an automatic acknowledgement of receipt does not constitute handling**.

The **Guaranteed Restoration Time (GTR)** is the maximum time between receipt of the request and the restoration of the Service to a nominal operating state, or the implementation of a workaround enabling the Customer to resume its activity.

9.4 Counting window and starting point

The guaranteed times are counted from 9 a.m. to 5 p.m. (Paris time), Monday to Friday, excluding public holidays in France (hereinafter the "counting window"). A time period that has started before the end of the window and has not expired at that point is suspended, then resumes at the opening of the next window for

the remaining duration. A request received outside the counting window is deemed to have been received at the opening of the next window.

The time period runs from receipt of the request **through the support channel indicated by DINAO**. The timestamp recorded by DINAO's support tool is authoritative between the parties. A request sent through another channel does not cause any guaranteed time to run.

9.5 Exclusions

No guaranteed time runs, and the corresponding time is deducted from its count, during the following periods:

- waiting for an item, an access or a decision from the Customer;
- scheduled maintenance operations announced to the Customer;
- unavailability attributable to the Customer's application software, to a modification made by the Customer or by a third party, or to a third-party service not administered by DINAO;
- restoration of data whose volume makes the time period materially unachievable, the restoration time then being communicated to the Customer as soon as it is known;
- force majeure, or failure of a DINAO infrastructure or connectivity supplier.

9.6 Claims and compensation

A Customer who observes that a guaranteed time has been exceeded has **thirty (30) days** from that overrun to submit a claim through the support channel, stating the reference of the request concerned. After that period, the claim is no longer admissible.

Each overrun established entitles the Customer, for the billing month concerned, to a credit note of **twenty-five per cent (25%)** of the monthly amount of the "Support responsiveness" option per overrun, **capped at one hundred per cent (100%)** of that amount for the month. This credit note constitutes the flat-rate and exclusive compensation for any overrun; it is applied to the next invoice and does not give rise to any cash refund.

The compensation relates to the **amount of the option only** and affects neither the price of the container nor that of the other options subscribed.

9.7 Change of level

The Customer may change its level at any time from its customer area. The change takes effect at the next billing due date; the guarantees of the new level apply from that date.

10. Renewal, termination and notice

10.1 Notification of renewal

DINAO will notify the Customer by email, before the due date, of the obligation to pay the price for the renewal of the Service, where renewal is possible.

10.2 No commitment or notice specific to the Service

The Service involves neither a commitment period beyond the current period, nor a notice period specific to this family of Services. The rules for renewal and termination of the Service are those of Articles 6.5, 6.7 and 7 of the General Terms, summarised below.

- the Customer objects to renewal by disabling automatic renewal from its customer area **before payment of the renewal invoice**, and at the latest on the day before its due date; this invoice is issued within the time limits of Article 6.5 of the General Terms;
- an invoice that has been paid, including by means of the account credit, constitutes renewal.

10.3 Termination request

The Customer submits its termination request from its customer area, using the termination function of the service, or by ordinary letter, under the conditions of Article 7.3 of the General Terms. Subject to the right of withdrawal (Article 12 of these Special Terms), sums already paid for the current period are not refunded (Article 7.3 of the General Terms).

On termination, the deployment's data and backups are dealt with as set out in Article 7 of these Special Terms.

11. Resources and overuse

11.1 Resources of the service

The common terms "Resource consumption and overuse", reproduced after these Special Terms, apply to the following resources:

RESOURCE	CATEGORY	MEASUREMENT	OVERUSE THRESHOLD	MEASURE IN THE ABSENCE OF REGULARISATION
Processor	capped	platform, every minute	not applicable: at the cap, the application is slowed down, never stopped	information only
Memory	capped	platform, every minute	not applicable: at the cap, the service concerned is stopped and then restarted automatically	information only
Data volume space	capped	platform, every five minutes	not applicable: at the cap, the application	information only

RESOURCE	CATEGORY	MEASUREMENT	OVERUSE THRESHOLD	MEASURE IN THE ABSENCE OF REGULARISATION
			can no longer write to its volumes	
Writes outside the data volumes	not authorised	platform, per container	any write outside the authorised volumes	deletion of the data concerned, without warning (Article 11.3)
Outbound bandwidth	shared — included volume	platform, cumulative per calendar month	included volume of the tier exceeded in two consecutive calendar months, or by more than 50% in the same month	throttling of the deployment's outbound throughput to 10 Mbit/s

11.2 Included bandwidth

The volume of outbound bandwidth included in each tier is not a blocking technical limit: exceeding it entails neither automatic interruption of the Service nor billing per gigabyte. DINAO informs the Customer when its consumption reaches 80% and then 100% of the included volume during a calendar month, and indicates the appropriate tier. Only overuse within the meaning of the table above opens the procedure of the common terms; throttling then applies until the end of the current calendar month.

11.3 Data written outside the volumes

The data that an application retains must be retained in the deployment's data volumes, which alone are covered by the tier's disk space and by the backups. Writing data outside the authorised volumes is normally technically impossible. However, if, as a result of a configuration error, writes were to be made outside these volumes, the data concerned will simply be deleted, without any warning. They are neither backed up nor restorable.

11.4 Suitable offer

Where the consumption of a service persistently exceeds what shared hosting can offer, DINAO may offer the Customer a virtual private server, on which the Customer itself sets the resources it needs. This offer binds the Customer only after its express agreement.

12. Right of withdrawal

12.1 Principle

The consumer Customer, as well as the business customer in the cases provided for in Article L221-3 of the French Consumer Code (Code de la consommation), has a period of fourteen days from the conclusion of the contract in which to withdraw, without having to give reasons for its decision (Article L221-18 of the same code). It exercises this right from its customer area, under the conditions of Article 12 of the General Terms.

12.2 Immediate start of the Service

Deployment takes place as soon as the order is placed. Before validating its order, the Customer expressly requests, by means of a separate checkbox, that the Service begin before the end of the withdrawal period, and acknowledges that, if it withdraws, it will pay for the service provided up to its withdrawal. This request does not cause it to lose its right of withdrawal.

12.3 Amount due and refund

In the event of withdrawal, the Customer pays an amount proportionate to the Service provided up to the communication of its decision, calculated pro rata to the price of the current period (Article L221-25 of the French Consumer Code). DINAO refunds the surplus of the sums paid no later than fourteen days after being informed of its decision, using the means of payment used for the order, unless the Customer agrees to another means (Article L221-24 of the same code). The Service ends on the date of withdrawal; the Customer's data are dealt with under the conditions of Article 19 of the General Terms.

12.4 Renewal

Renewal of the Service extends the contract concluded at the time of the order: it does not give rise to a new right of withdrawal. A Customer who does not wish to renew disables automatic renewal under the conditions of Article 6.7 of the General Terms.

Common Terms · Resource consumption and overrun

Virtual private servers · Managed Docker containers · Shared application hosting · Hosted databases · Email

> **These terms apply to the services whose Special Terms incorporate them**: shared application hosting, hosted databases, email, virtual private servers and managed Docker containers. With regard to resource consumption, they clarify Articles 7.5, 7.6, 7.8 and 8 of the General Terms, over which they prevail; they give way to the Special Terms of the service (Article 14.3 of the General Terms). The resources concerned, the way in which each is measured and the thresholds specific to each service are set out in the article "Resources and overrun" of the Special Terms.

1. Definitions

- **Capped resource**: resource whose limit is enforced by the infrastructure itself, so that the Service cannot technically exceed it (for example, the number of virtual processors or the memory of a container).
- **Uncapped or shared resource**: resource whose consumption is not technically limited per service, or which is pooled between several customers (for example, the bandwidth of a physical server, its disk access, or the processor of a shared hosting server).

- **Overrun**: consumption of an uncapped or shared resource above the threshold set by the Special Terms, sustained for the duration they specify. A one-off peak is not an overrun.

2. Measurement

Consumption is measured by DINAO's monitoring tools. Their readings are authoritative between the parties; DINAO provides the Customer, on simple request, with the readings for the period in question, in accordance with Article 18 of the General Terms. No threshold may be enforced against the Customer for a resource that DINAO does not measure.

3. Capped resource reached

When a capped resource reaches its limit, the Service continues to operate within that limit. This is not an overrun: no restriction or cut-off measure is taken on that account. DINAO may inform the Customer of it and indicate the offer or tier suited to its consumption; the Customer remains free to act on it or not.

4. Information to the Customer

When an overrun is observed, DINAO informs the Customer by email sent to the account contact and by a support request opened in its customer area. The notice specifies:

- the service and resource concerned;
- the consumption recorded, the measurement period and the applicable threshold;
- the options available to the Customer (Article 5) and the time allowed;
- the measure that will be applied in the absence of a response or of regularisation;
- where the Service is provided on shared infrastructure (hosting, databases, containers), the offer of a virtual private server provided for in the paragraph "Suitable offer" of the Special Terms.

If the Customer has neither responded nor reduced its consumption, DINAO sends it a reminder four days after the notice.

5. Response period and Customer's options

The Customer has **seven (7) calendar days** from the notice to:

- **reduce its consumption** below the applicable threshold;
- **subscribe to a suitable offer or tier**, at the current rate. No change of offer or tier is invoiced without the Customer's express consent;
- **dispute the finding**, by a reasoned reply to the support request. A reasoned dispute suspends the period, once, until DINAO's reply.

Where a new overrun of the same resource occurs within six months following a restriction measure, this period is reduced to forty-eight (48) hours.

6. Measures in the absence of a response or of regularisation

On expiry of the period, if the overrun persists and the Customer has not made one of the choices in Article 5, DINAO may apply the following measures in succession, each of them notified to the Customer:

- **Restriction**, from the seventh day, where the Special Terms provide for one for the resource concerned: the measure they specify (throttling of bandwidth, disk access or processor, blocking of outgoing sending). The restriction is proportionate to the resource at issue, entails no loss of data and ends no later than the end of the current calendar month, unless the overrun persists.
- **Suspension**, from the fifteenth day if the overrun persists: the Service is suspended. The Customer is given prior notice sent no later than ninety-six (96) hours beforehand, i.e. no later than the eleventh day. The data are kept during the suspension; in accordance with Article 7.6 of the General Terms, the suspension does not release the Customer from its obligation to pay.
- **Termination**, from the thirtieth day if the Customer has still not regularised: the contract may be terminated as of right, pursuant to Article 7.5 of the General Terms. The data remain recoverable under the conditions of Article 19 of the General Terms.

7. Emergency

Where consumption endangers the security or stability of the infrastructure, or the service provided to other customers, DINAO may apply a restriction or suspension measure immediately and without notice, in accordance with Article 7.6 of the General Terms. DINAO informs the Customer within twenty-four (24) hours, with the readings that justify it; the procedure of Articles 4 to 6 then resumes for regularisation.

8. Lifting of measures

As soon as the Customer has reduced its consumption below the threshold or subscribed to a suitable offer, DINAO lifts the measure applied within twenty-four (24) hours, free of charge.

9. Safeguards

- DINAO always applies the lightest sufficient measure, only one at a time.
- No measure taken hereunder entails the deletion of the Customer's data, with the exception of data written outside the authorised locations where the Special Terms so provide (containers, Article 11.3).
- No change of offer, tier or rate results from an overrun without the Customer's express consent.
- Each step — notice, reminder, restriction, suspension, lifting — is recorded in the Customer's support request, where the Customer can follow its history.

Preamble

SARL DINAO · 307 chemin de la Marine, 83110 Sanary-sur-Mer · Toulon Trade and Companies Register (RCS) 448091181 · SARL with share capital of €50,000 · SIREN 448091181 · NAF 6201Z · VAT FR25448091181

The purpose of these General Terms is to define the conditions under which DINAO’s Services are made available and used.

Together with the applicable Special Terms of Service and all the documents to which they refer, they form a contract (hereinafter the “Contract”) entered into between DINAO, a company governed by French law, domiciled at: 307, chemin de la Marine 83110 Sanary sur mer - FRANCE, registered with the TOULON Trade and Companies Register (RCS) under number 448091181, represented by Mr TACHE, hereinafter referred to as (“DINAO”), and any natural or legal person, whether a consumer or a business customer, governed by private or public law, wishing to commit to one or more of the services provided by DINAO,

hereinafter referred to as the Customer.

Article 1 · Purpose

The Customer acknowledges having verified that the Service is suited to its needs and having received from DINAO all the information and advice it needed to enter into this commitment with full knowledge of the facts.

The purpose of this contract is to define the technical and financial conditions under which DINAO commits to the Customer.

These general terms of service, supplemented where applicable by special terms and/or appendices proposed by DINAO, apply, to the exclusion of all other terms and in particular those of the Customer, to any order placed by the Customer for services from DINAO.

Services offered by DINAO free of charge are also governed by these general terms of service.

A Customer who is a consumer has a right of withdrawal under the conditions of Article 12.

Article 2 · Obligations of DINAO

DINAO undertakes to exercise all the care and diligence necessary to provide a quality Service in accordance with the customs of the profession and the state of the art. DINAO is bound only by an obligation of means.

Article 3 · Liability of DINAO

DINAO shall not be held liable:

If the performance of the contract, or of any obligation incumbent on DINAO hereunder, is prevented, limited or disrupted by fire, explosion, failure of transmission networks, collapse of facilities, epidemic, earthquake, flood, power failure, war, embargo, law, injunction, request or requirement of any government, strike, boycott, withdrawal of authorisation by the telecommunications operator, or other circumstance beyond the reasonable control of DINAO (“Force Majeure Event”), then DINAO, subject to prompt notification to the Customer, shall be excused from the performance of its obligations to the extent of such prevention, limitation or disruption, and the Customer shall likewise be excused from the performance of its obligations insofar as that party’s obligations relate to the performance so prevented, limited or disrupted, provided that the party so affected uses its best efforts to avoid or remedy such causes of non-performance and that both

parties proceed promptly once such causes have ceased or been removed. The party affected by a Force Majeure Event shall keep the other party regularly informed by email of the prospects for the removal or resolution of that Force Majeure Event.

If the effects of a Force Majeure Event were to last more than 30 days from the notification of the force majeure event to the other party, the contract may be terminated as of right at the request of either party, without any right to compensation on either side. Nor is DINAO liable where non-performance results in particular from one of the following cases:

- damage to the application,
- misuse of the terminals by the Customer or by its Clientele, fault, negligence, omission or failure on its part, failure to follow the advice given,
- disclosure or unlawful use of the password given to the Customer in confidence,
- fault, negligence or omission of a third party over which DINAO has no power of control or supervision,
- request for temporary or permanent interruption of the Service from a competent administrative or judicial authority, or notification from a third party within the meaning of Article 6 of the French Law on Confidence in the Digital Economy (LCEN),
- partial or total destruction of information transmitted or stored as a result of errors directly or indirectly attributable to the Customer.

The compensation owed by DINAO when it is held liable, its limits and the damages it excludes are set out in Article 20; the special terms of a service may derogate from this article for that service.

The Customer acknowledges that no provision hereof shall release it from the obligation to pay all amounts due to DINAO for the services performed.

Article 4 · Obligations and liability of the Customer

The Customer undertakes to have the power, authority and capacity necessary to enter into and perform the obligations provided for herein.

DINAO recommends that the Customer read the code of ethics at the following address: https://dinao.com/pdf/CHARTE_DEONTOLOGIQUE.pdf and comply with these rules for any communication on the Internet.

The Customer undertakes to provide DINAO, when creating its customer account and upon each change thereto, with accurate and up-to-date contact and bank details.

The Customer is fully and exclusively responsible for the passwords required to use its Service.

DINAO disclaims all liability for any unlawful or fraudulent use of the passwords made available to the Customer. The provision of passwords is considered confidential. Any suspicion of disclosure, whether intentional or not, of the passwords provided engages the sole liability of the Customer to the exclusion of that of DINAO. In the event of a request by the Customer to change the password, DINAO will invoice this service on the basis of the time spent on the operation.

The Customer alone shall bear the consequences of any malfunction of the service resulting from any use by members of its staff or by any person to whom the Customer has provided its password(s). Likewise, the Customer alone bears the consequences of the loss of the aforementioned password(s).

The Customer undertakes to comply with all legal and regulatory requirements in force, in particular those relating to information technology, files, civil liberties and intellectual property, as well as the rights of third parties, in particular Regulation (EU) 2016/679 (GDPR) and the amended French Law No. 78-17 of 6 January 1978 for the personal data processing for which it is responsible. The Customer further undertakes to take out all necessary insurance with a notoriously solvent organisation in order to cover all damage attributable to it under this contract or its performance.

The Customer declares that it fully accepts all legal obligations arising from the ownership of its services, and DINAO may not be sought or troubled in this respect for any reason whatsoever, in particular in the event of a breach of laws or regulations applicable to the Customer's services. Failure by the Customer to comply with the points referred to above and the points referred to in the special terms, and in particular any activity likely to give rise to civil and/or criminal liability, shall entitle DINAO to disconnect and/or interrupt the Customer's services without delay and without prior formal notice and to terminate the contract immediately and as of right, without prejudice to any damages to which DINAO may be entitled.

The Customer undertakes to pay directly to the author of the claim any sum that the latter may demand from DINAO. In addition, the Customer undertakes, at DINAO's request, to intervene in any proceedings brought against DINAO and to indemnify DINAO against all judgments that may be handed down against it on that occasion. Consequently, the Customer undertakes to deal personally with any claim and/or proceedings, whatever their form, purpose or nature, that may be brought against DINAO and that relate to the obligations incumbent on the Customer under this contract.

The Customer undertakes to inform DINAO within 48 hours of any change in its situation, and within 24 hours of any loss of the passwords.

For any contact with DINAO, the Customer undertakes to state its request clearly, in accordance with customary practice.

Article 5 · Technical support

DINAO makes technical support available to the Customer:

- on the website https://dinao.com/clientarea.php
- or by telephone at the telephone numbers provided on the website http://dinao.com.

Depending on the offers, the Customer has access to the following levels:

Level 1 - Assistance:

DINAO undertakes to inform the Customer of the progress of its order. DINAO undertakes to check that the features of the Service operate properly. DINAO undertakes to remedy malfunctions falling within its exclusive responsibility.

Level 2 - Advice:

DINAO makes documentation resources available to the Customer. Subject to availability, DINAO undertakes to provide the Customer with the documentation resource best suited to its issue. DINAO will endeavour to update its documentation resources regularly.

Level 3 - Managed services:

DINAO offers to implement its documentation resources upon specific requests from the Customer.

An estimated quotation for the intervention will be drawn up and submitted for the Customer’s acceptance.

DINAO reserves the right to refuse a request for intervention on legitimate or justified grounds.

The special terms of a family of services may include in the price an operation or managed service whose scope they define, as for the managed VPS with a pre-installed application. A virtual private server offer does not include any managed service, unless an option has been subscribed.

Article 5 bis · Assistance tools and artificial intelligence

5 bis.1 Uses

In order to set up the Services, monitor them and help diagnose incidents, DINAO may use automated analysis tools, including artificial intelligence systems. They are used in particular to analyse and classify support requests, to read the attachments that accompany them, to match them with incidents already resolved, to analyse technical logs and to prepare proposed responses or interventions.

5 bis.2 Processing on DINAO’s infrastructure

These tools rely primarily on models run on computing servers that DINAO operates itself, installed on its premises in France. DINAO may also use third-party providers of artificial intelligence models. In that case, the Customer’s data are pseudonymised before any transmission: the elements that make it possible to identify the Customer or a person (names, company names, email and postal addresses, telephone numbers, domain names) are replaced by substitutes; the correspondence table remains exclusively on DINAO’s infrastructure, and the data are re-identified only on their return, at DINAO.

DINAO only selects a provider if it undertakes not to use the data submitted to it to train its models and to limit their retention period, and, if it processes them outside the European Union, on condition that such transfer is governed in accordance with Chapter V of Regulation (EU) 2016/679. The providers selected, their location and their retention period appear on the list of sub-processors provided for in Article 11.2.7.

5 bis.3 Human oversight

The results produced by these tools are aids. No intervention they propose on the Customer’s Service, and no response they prepare, is implemented or sent to the Customer without the validation of a DINAO staff member.

The suspension and termination measures provided for in Article 7, in particular in the event of non-payment, follow from the invoicing rules of the contract and may be applied automatically by the invoicing system; they are never decided by an artificial intelligence tool.

5 bis.4 Data confidentiality

These tools only process the data necessary for the operation concerned. The Customer's data are not used to train artificial intelligence models. Support requests already resolved may be used as references, within DINAO's infrastructure, to handle similar requests; their content is never disclosed to another customer. The elements produced by these tools are retained under the same conditions as the requests to which they relate (Article 11.2.3).

5 bis.5 Liability and information

The use of these tools does not change DINAO's obligations or its liability under Articles 2, 3 and 20: DINAO is liable for interventions carried out with their help as for its own acts. Upon request sent to support, DINAO informs the Customer whether an artificial intelligence tool was used in handling one of its requests.

Article 6 · Performance, prices and payment

6.1 Creation of the customer account

For any order of a Service from DINAO, the Customer must create a customer account containing its accurate and up-to-date contact and bank details. This customer account is activated by DINAO sending a text message (SMS) or a letter by post addressed according to the contact details provided in the customer account.

6.2 Order confirmation

DINAO acknowledges receipt to the Customer without delay, by email, of the order form and of the payment made, and informs it of the implementation of the ordered Service under the conditions described below.

6.3 Performance of the order

The service is made available after activation of the customer account by DINAO under the conditions described in Article 6.1 and within a maximum period of 7 days from the effective payment of the order form by the Customer.

Effective payment occurs once the sums corresponding to the Service have been credited to DINAO's account.

After this period, and if DINAO has not made the service available, the Customer is entitled to request the cancellation of the transaction and the refund of the sums already paid.

6.4 Prices

The prices in force for the various services offered by DINAO are available for consultation online on the website https://dinao.com/ and on request from DINAO, at the following address: DINAO - 307 chemin de la Marine 83110 Sanary sur mer.

The services ordered are stated in the order form; they are understood exclusive of tax, the applicable value added tax being added at the rate in force, unless otherwise indicated, and are payable in euros.

The amount of value added tax and the price inclusive of all taxes are displayed to the Customer during the ordering process, before the order is confirmed, as soon as the information the Customer has provided makes it possible to determine the value added tax treatment applicable to them. A pro forma invoice is issued before any payment.

DINAO reserves the right to modify its prices at any time, provided that it informs the Customer by email or by an online notice on the website https://dinao.com/ one month in advance if the new prices excluding taxes are less favourable to the Customer. In that case, the Customer shall have a period of one month from such information to terminate this contract without penalty. Failing this, the Customer shall be deemed to have accepted the new prices. Price changes shall apply to all contracts, including those in the course of performance.

DINAO reserves the right to pass on, without delay, any new tax or any increase in existing taxes.

Annual price revision. The prices excluding taxes of the services subscribed with DINAO are revised each year on 1 January according to the formula $P1 = P0 \times (S1 / S0)$, in which:

- P1 is the revised price and P0 the price in force on the preceding 31 December;
- S1 is the last Syntec index published by the Fédération Syntec as at the 1 November preceding the revision;
- S0 is the index S1 used at the previous revision; for the first revision, on 1 January 2027, S0 is the last Syntec index published as at 1 November 2025.

The increase resulting from this revision may not exceed ten per cent (10%) per year; a decrease in the index is passed on in full. The revised price is rounded to the nearest euro cent. It applies to invoices issued from 1 January, including renewal invoices for services in progress; an invoice issued before that date remains due for its amount.

DINAO informs the Customer of the index used and of the revised prices by email and by an online notice on the website https://dinao.com/, no later than the 15 December preceding the revision. This revision, which results from a formula accepted by the Customer when the contract was concluded, does not constitute a price change subject to the notice period and the right of termination provided for above.

The annual revision does not apply to domain names or to third-party publishers' licences resold by DINAO, whose prices follow those of their suppliers. It does not deprive DINAO of the right to modify its prices or to pass on taxes under the conditions provided for above. Should the Syntec index cease to be published, the index substituted for it by the body that publishes it shall apply as of right.

The services provided by DINAO are payable upon order. The Customer is solely responsible for the payment of all sums due under the DINAO service contract. By express agreement, and unless a postponement has been requested in time and granted by DINAO specifically and in writing, total or partial failure to pay on the due date any sum due under the contract shall automatically and without prior formal notice result in: - all sums still owed by the Customer under the contract becoming immediately payable, regardless of the agreed method of payment;

- the suspension of all services in progress, whatever their nature, without prejudice to DINAO's right to terminate the contract;

- the impossibility of subscribing to new services or renewing them; - the application of interest at a rate equal to 12%, which may not be lower than one and a half times the statutory interest rate in force in France.

Any disagreement concerning invoicing and the nature of the services must be expressed by a support ticket, after logging in to your account, within one month of the issue of the order form or of the pro forma invoice.

Should DINAO incur any expenses, it shall inform the Customer and provide it with the supporting documents and the corresponding invoice. The Customer must then pay the sum due in euros.

6.5 Payment

Payment is made online by bank card at the time the contract is concluded or each month in the case of a subscription.

The Customer may pay by cheque provided that it is drawn on a bank located in French Territory (owing to the high fees we incur), by Mandat Cash, by administrative payment order (Mandat Administratif) or by international money order (Mandat International).

It is the Customer's responsibility to choose the payment method suited to the service ordered and to its lead time.

Account credit. Where the Customer's account shows a credit, that credit is automatically applied to each invoice as soon as it is issued, in whole or in part, including to a renewal invoice issued automatically. A renewal invoice is issued before the due date of the service, within a period that depends on its billing frequency; as at the date hereof: fifteen (15) days for a monthly period, twenty-five (25) days for a quarterly period, thirty (30) days for a half-yearly period, forty-five (45) days for an annual period, one hundred and twenty (120) days for a two-year period and one hundred and eighty (180) days for a three-year period; the special terms of a service may set a different period. A Customer who does not wish a renewal to be paid from its credit disables the automatic renewal of the service **before this invoice is issued**. A sum applied to an invoice constitutes payment: it follows the refund conditions of the service concerned (Article 12), and may have incurred costs that are not refundable.

6.6 Term

The term of the service is that provided for in the order. On its expiry, the Customer's data are deleted under the conditions of Article 19.

DINAO undertakes to send at least three reminders by email before the service expires.

6.7 Renewal of service

DINAO will notify the Customer by email, before the due date, of the obligation to pay the price for the renewal of the service, where renewal is possible.

Any failure to pay or irregular payment, that is to say, in particular, of an incorrect or incomplete amount, or not bearing the required references, or made by a means or procedure not accepted by DINAO, shall be purely and simply disregarded and shall cause DINAO to reject the renewal request.

In the case of a renewal paid by cheque, it is the Customer's responsibility to request the renewal sufficiently in advance so that the cheque is actually received by DINAO at least 15 days before the service expires.

Automatic renewal of the Service is enabled for all Services subscribed by the Customer with DINAO; this function may however be disabled by the Customer through its management interface **as long as the renewal invoice has not been paid**, and no later than the day before its due date, subject to the renewal clauses applicable to the service (commitment period, notice periods provided for in its special terms). The renewal invoice is issued within the periods of Article 6.5; it may be paid as soon as it is issued, from the account credit (Article 6.5) or by the automatic debit provided for below. **An invoice that has been paid, by whatever means, constitutes renewal**: a Customer who does not wish to renew therefore disables renewal before such payment.

The subscription of certain services may also be subject to the obligation to subscribe to the subscription service.

By way of derogation from the provisions of Article 6.5, the sums due for the automatic renewal of the Service are debited by DINAO seven (7) days before the expiry of the subscribed Service. This debit settles the renewal invoice: a Customer who does not wish to renew disables automatic renewal no later than the day before this debit.

The sums owed by the Customer for automatic renewal are automatically debited from its account or bank card.

In the absence of payment methods registered with DINAO for the payment of the renewal of the service or in the event of payment failure, DINAO will inform the Customer, as far as possible, of the need to update or provide its payment information by email and by any other means it deems necessary ten (10) days before the expiry of the subscribed service, it being the Customer's responsibility to provide the necessary information no later than five (5) days before the expiry date of the subscribed Service.

DINAO shall not be held liable in the event of non-renewal of a service following a payment that is dishonoured or not regularised by the Customer.

The electronic bank card payment system, characterised by the generation of a unique card number for each bank transaction carried out on the internet, cannot be used to make payment by automatic renewal.

The Customer is expressly informed and accepts that, in the event of non-compliance with the foregoing provisions, the service will be suspended on its expiry date; its data remain recoverable under the conditions of Article 19, and are then permanently deleted. It is therefore the Customer's responsibility to make all necessary backups.

In the event of automatic renewal of the Service, a new contract of identical duration begins.

In the case of a subscription, the Service, subscribed for an initial term, is renewed by tacit renewal for an identical term.

Article 7 · Termination, limitation and suspension of the service, surcharge

7.1 Expiry of the contract

The contract is terminated as of right on its expiry date. It may be renewed from the website https://dinao.com/, upon payment by the Customer of the corresponding price, under the conditions provided for in Article 6.

7.2 Force majeure

Either party may terminate the contract as of right and without compensation in the event of force majeure lasting more than thirty days.

7.3 Termination by the Customer

The Customer may terminate a service before its expiry by any of the following means:

- from its customer area, after logging in, by sending its request to support;
- by means of the termination function accessible from the page of the service concerned in its customer area, which allows it to send its request without any other prior step;
- by ordinary letter sent to DINAO, 307 chemin de la Marine, 83110 Sanary-sur-Mer, stating the information that identifies the Customer and the service.

DINAO acknowledges receipt of the request on a durable medium and informs the Customer of the date on which the termination takes effect. In accordance with Article L215-1-2 of the French Consumer Code (Code de la consommation), the termination takes effect on the day following DINAO's receipt of the request, provided that the Customer has specified the information required to identify it; the Customer may request that it take effect more than ten days after that receipt.

The notice period, the effective date and the refund conditions specific to each service are set out in the special terms of its family of services. Failing that, sums already paid are not refunded.

7.4 Commitment period

If the contract includes a commitment period, the customer remains obliged to pay for the period between the date of the termination request and the end of the commitment.

7.5 Termination for breach

In all other cases of breach by either party of any of its obligations under the contract, not remedied within 7 days from the notification of the breaches in question by the complaining party, the contract shall be terminated as of right, without prejudice to any damages that may be claimed from the defaulting party. This notification is made only by a support ticket opened in the Customer's customer area, or by registered letter with acknowledgement of receipt; its date is that of the opening of the ticket or of the first presentation of the letter.

7.6 Suspension for the security of the infrastructure

DINAO reserves the right to suspend the Customer’s service without notice if that service constitutes a danger to maintaining the security or stability of DINAO’s infrastructure.

The service may also be suspended if it is found to be the source of an attack, or more generally if it proves to be intended for malicious, fraudulent or unlawful use, whatever the method used, including, without limitation, the following types of attack: sending SPAM, phishing, network scanning, DDOS, attempted unlawful access, rootkit, sniffing, spoofing, IRC, TOR, Proxy, VPN …

As far as possible, DINAO will inform the Customer in advance.

Suspension in no way releases the Customer from its obligation to pay. Furthermore, DINAO also reserves the right to take legal action against the Customer where appropriate.

7.7 Technical intervention

Where necessary, DINAO reserves the right to interrupt the service in order to carry out a technical intervention, to improve its operation or for any maintenance operation.

7.8 Consumption of resources

The resources allocated to each service, the way in which they are measured and the treatment of any overrun are defined by the special terms of the family of services concerned and by the common terms “Consumption of resources and overrun” that they incorporate.

7.9 Surcharge

Where the customer uses the rented service abusively, calling into question the reputation of the rented services, DINAO reserves the right to invoice the customer for any additional cost related to handling the complaint.

The customer will be notified so that it can resolve the problem as quickly as possible; proof of the abuse will be provided to the customer so that it can resolve the problem. Resolution of the problem shall not, however, call the surcharge into question.

The amount of the surcharge will depend on the nature of the complaint.

Article 8 · Operating conditions

The Customer hereby acknowledges that bandwidth fluctuations and the vagaries of the access provider are factors that may cause a discontinuity in the services offered by DINAO, and are beyond its technical means.

Furthermore, the service is restricted, limited or suspended as of right by DINAO:

- if it appears that the Customer is using the services provided to it for any activity whatsoever that does not comply with the code of ethics published on the website: https://dinao.com/pdf/CHARTE_DEONTOLOGIQUE.pdf or with these general terms;
- in application of the applicable special terms;
- if DINAO receives a notice to that effect from a competent administrative, arbitral or judicial authority, in accordance with the appropriate applicable laws, or from a third party, and in particular in accordance with the French Law on Confidence in the Digital Economy of 21 June 2004 (loi pour la Confiance dans l'Economie Numérique) once the manifestly unlawful nature has been brought to DINAO’s attention;
- if the contact details given in the customer account appear to be false, inaccurate or not up to date.

Article 9 · Customer information and conformity of the service

The Customer acknowledges having verified that the equipment and the service are suited to its needs and having received from DINAO all the information and advice it needed to enter into this commitment with full knowledge of the facts.

DINAO reserves the right to check compliance with the conditions of use of the service.

Article 10 · Tolerance

The fact that DINAO does not at any given time invoke any of these general terms and/or tolerates a breach by the other party of any of the obligations referred to in these general terms may not be interpreted as a waiver by DINAO of its right to invoke any of said terms subsequently.

Article 11 · Personal data

11.1 Data processed by DINAO on its own behalf

DINAO processes, as controller within the meaning of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and of French Law No. 78-17 of 6 January 1978 as amended (loi Informatique et Libertés), the personal data of the Customer and of its contacts (surname, first name, postal address, email address, telephone) as well as the connection and identification data of the users of the Services, for the purposes of (a) customer relationship management: orders, invoicing, debt collection, assistance and maintenance of the Services, including by means of the tools described in Article 5 bis, commercial management, archiving, improvement of the quality, security and performance of the Services, and (b) compliance with the legal obligations incumbent on DINAO, in particular the retention of connection and identification data.

These data are retained for the entire term of the Contract and the thirty-six (36) months that follow; connection and identification data, for twelve (12) months; other data, for the period required by applicable law. DINAO refrains from any disclosure and any resale of these data, subject to the communications provided for in Article 11.2.10 and to any contrary provisions of the Special Terms.

Data subjects have a right of access, rectification, erasure, restriction and objection, as well as the right to lodge a complaint with the French data protection authority (Commission nationale de l'informatique et des libertés, CNIL). They exercise these rights with DINAO from the customer area, through the contact form of the website or by post. The privacy policy published on DINAO's website describes these processing operations in detail.

11.2 Data processed on behalf of the Customer (data processing agreement)

This Article 11.2 constitutes the contract between controller and processor required by Article 28(3) of the GDPR (data processing agreement, DPA). It forms an integral part of the Contract, is accepted with it, and applies whenever the Customer processes personal data by means of the Services, whatever they may be.

11.2.1 Roles and instructions

The Customer acts as **controller**: it determines the purposes and means of the processing operations it carries out by means of the Services, and remains solely responsible for them, whether they are carried out by itself, by DINAO or by third parties. DINAO acts as **processor**: it processes these data on behalf of the Customer and only on its documented instructions, including with regard to transfers.

These instructions consist of: the Contract, the configuration of the Services chosen by the Customer and the requests it sends to support from its customer area. DINAO immediately informs the Customer if, in its opinion, an instruction infringes the GDPR or other data protection provisions; it may then suspend its execution until the Customer confirms or amends it.

11.2.2 Description of the processing

The subject matter of the processing is the hosting and technical operation of the Services subscribed. It lasts for the term of the Contract, plus the recovery period provided for in Article 19. Its nature is limited to the necessary technical operations: storage, backup, transmission, monitoring, as well as the assisted analysis of support requests and incidents, carried out on DINAO's infrastructure under the conditions of Article 5 bis. Its purpose is the provision of the Services to the Customer.

The categories of data and of data subjects are determined by the Customer, DINAO having neither knowledge nor control of the hosted content. Where DINAO itself operates an application on behalf of the Customer (managed VPS with pre-installed application, managed Docker containers), it accesses this content only to the extent necessary for such operation and for the Customer's requests.

11.2.3 Obligations of the Customer

The Customer guarantees the lawfulness of the processing operations it entrusts to DINAO: legal basis, information of data subjects, response to their requests, keeping of its record of processing activities and, where applicable, carrying out a data protection impact assessment. It ensures that the Services have the characteristics required for the intended processing operations, in particular where they concern special categories of data. Unless expressly stipulated in the Special Terms, the Services are not offered as health data hosting within the meaning of Article L1111-8 of the French Public Health Code (Code de la santé publique): the Customer shall not host such data on them without DINAO's written consent.

The Customer ensures the security of the resources, systems and applications it deploys by means of the Services: traffic filtering, updating of systems and software, management of access rights and configuration of the resources under its control.

11.2.4 Confidentiality

DINAO ensures that persons authorised to process the data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Access to the Customer's data is limited to the staff whose intervention requires it, and is logged. DINAO refrains from using these data for any purpose other than the performance of the Services.

11.2.5 Security

DINAO implements appropriate technical and organisational measures within the meaning of Article 32 of the GDPR, in particular: hosting in France in data centres with controlled access, operated by the providers appearing on the list of sub-processors; segregation of customer environments from one another; authentication of administrators and protection of administration access, which is encrypted; granting of access according to the principle of least privilege; backups in accordance with Article 17; logging of access and monitoring. DINAO adapts these measures to changes in risks and in the state of the art, without lowering their level.

DINAO is not liable for incidents originating in third-party networks that it does not operate, or in resources, configurations or access under the Customer's control.

11.2.6 Personal data breach

DINAO notifies the Customer of any personal data breach affecting its data without undue delay after becoming aware of it. The notification describes, insofar as this information is known: the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, the measures taken or proposed to address the breach and mitigate its effects, and the contact point at DINAO. Information not yet available is provided as soon as it is.

It is for the Customer, as controller, to notify the breach to the supervisory authority and, where applicable, to the data subjects; DINAO assists it by providing the information at its disposal.

11.2.7 Sub-processors

The Customer authorises DINAO to engage the sub-processors appearing on the list published at dinao.com/cgv/sous-traitants. This list, which is dated and whose history is kept, forms part of this Article. For each sub-processor it states its service, the data concerned, its location and the applicable safeguards. It distinguishes sub-processors in service, those that are authorised but not used to date, and the software publishers to which DINAO grants occasional support access.

DINAO imposes in writing on sub-processors that process the Customer's personal data protection obligations equivalent to those of this Article, and **remains fully liable to the Customer** for the performance of their obligations. Providers of artificial intelligence models receive only pseudonymised data, under the conditions of Article 5 bis. Occasional support access is limited in time, protected by two-factor authentication and closed at the end of the intervention.

Any addition of a sub-processor, as well as any bringing into service of an authorised sub-processor, is published on the list at least thirty (30) days before it takes effect. During this period, the Customer may raise a reasoned objection; if it is not resolved, the Customer may terminate the service concerned without penalty. Where a risk to the security or continuity of the Services so requires, DINAO may replace a sub-processor without notice; it then informs the Customer without delay, and the objection period runs from that information.

11.2.8 Hosting and transfers outside the European Union

The data entrusted to DINAO are hosted in France, on its infrastructure. DINAO does not transfer them outside the European Union, except in the cases appearing on the list of sub-processors.

Some services in the catalogue are, however, **operated by third parties** and may involve processing outside the European Union; the Special Terms of the service concerned state this, and the publisher's terms then apply in addition to these terms. Where DINAO uses a third-party provider of artificial intelligence models under the conditions of Article 5 bis, only data that have first been pseudonymised are transmitted to it. Any transfer outside the European Union is governed by one of the mechanisms provided for in Chapter V of the GDPR, in particular an adequacy decision or the standard contractual clauses of the European Commission.

11.2.9 Assistance to the Customer

DINAO assists the Customer, insofar as possible and taking into account the nature of the processing and the information available to it, in responding to requests from data subjects exercising their rights, in ensuring the security of the processing, and in carrying out a data protection impact assessment or consulting the supervisory authority (Articles 32 to 36 of the GDPR). DINAO does not respond directly to a data subject who contacts it, unless required by law: it refers them to the Customer. Assistance going beyond the communication of the information available to DINAO may be invoiced at the current rate, after the Customer has accepted a quotation.

11.2.10 Requests from authorities

DINAO may be required to communicate data to judicial or administrative authorities, in particular in response to official requisitions. It then informs the Customer, unless a legal provision or an order of the authority prevents it from doing so, and limits the communication to the data expressly requested.

11.2.11 Fate of the data at the end of the contract

At the end of the Contract, the Customer recovers its data under the conditions of Article 19. On expiry of this period, DINAO deletes the data and their copies, unless retention is required by law; copies contained in backups disappear at the end of their retention cycle provided for in Article 17. DINAO provides the Customer, on request, with a certificate of deletion.

11.2.12 Documentation and audit

DINAO maintains the record of processing activities it carries out on behalf of its customers (Article 30(2) of the GDPR) and makes available to the Customer the information necessary to demonstrate compliance with the obligations of this Article: description of the security measures, list of sub-processors, answers to compliance questionnaires.

If this information is not sufficient, the Customer may have an audit carried out, no more than once in any twelve (12) month period except in the event of a personal data breach affecting it or a request from a supervisory authority, subject to thirty (30) days' written notice. The audit is entrusted to an independent auditor who is not a competitor of DINAO and who is bound by professional secrecy or a confidentiality undertaking. It takes place during business hours, without disrupting the operation of the Services, and gives access neither to the data of other customers nor to elements that would compromise the security of the shared infrastructure. Its costs are borne by the Customer, unless it reveals a serious breach by DINAO of this Article. The report is communicated to DINAO.

11.2.13 Precedence

With regard to the protection of personal data, this Article prevails over any contrary provision of the Contract, including the Special Terms.

Article 12 · Right of withdrawal

A Customer who is a consumer, as well as a business customer in the cases provided for in Article L221-3 of the French Consumer Code (Code de la consommation), has a period of fourteen days to exercise its right

of withdrawal (Article L221-18 of the same code).

The conditions of withdrawal and refund are specific to each family of services: they depend on what DINAO commits in order to perform the service. The special terms of each family specify them, in particular what the Customer accepts when ordering if it requests immediate performance of the service, the moment at which the right of withdrawal ends and the operations that are not refunded.

Where the special terms make no provision: if the Customer requested, when ordering, that the service begin before the end of the withdrawal period, it pays, in the event of withdrawal, an amount proportionate to the service provided up to its decision (Article L221-25 of the French Consumer Code); DINAO refunds the sums due no later than fourteen days after being informed of the Customer's decision, using the means of payment used for the order unless the Customer agrees to another means (Article L221-24 of the same code).

The Customer exercises this right from its customer area, after logging in, by opening a request with support that precisely identifies the service concerned. The date on which this request is opened is authoritative. DINAO acknowledges receipt by email, restating the content of the request, its date and its time.

In accordance with Article L221-21 of the French Consumer Code, any other unambiguous statement expressing the decision to withdraw, sent to DINAO before the expiry of the period, is also taken into account.

Article 13 · Modification

The general and special terms online prevail over the printed general and special terms. The parties agree that DINAO may, as of right, modify its service without any formality other than informing the Customer by an online notice and/or incorporating its modifications into the online general terms. Any modification or introduction of new subscription options will be the subject of online information on the website located at the URL https://dinao.com/ or of an email sent to the Customer. In that case, the Customer may, by way of derogation from Article 7, terminate the contract within thirty days from the entry into force of these modifications.

Article 14 · General provisions

14.1 Severability

The nullity of any clause of the service contract entered into with DINAO, in application in particular of a law or a regulation or following a final decision of a competent Court, shall not entail the nullity of the other clauses of the service contract, which shall retain their full force and effect.

In that case, the parties shall, as far as possible, replace the annulled provision with a valid provision corresponding to the spirit and purpose of the Contractual Terms.

14.2 Headings

The headings of the articles of the Contractual Terms are intended solely to facilitate references and do not in themselves have any contractual value or particular meaning.

14.3 Special Terms and Appendices

The special terms and any appendices are incorporated by reference into DINAO's General Terms of service and are inseparable from said General Terms. All of these documents are referred to in this document as "the Contract".

In the event of a contradiction between the special terms of a service and these general terms, the special terms prevail for that service; for everything they do not govern, the general terms apply.

Where the special terms of a service incorporate terms common to several families of services (common terms for backup services, common terms "Consumption of resources and overrun"), those common terms prevail over these general terms and yield to the special terms of the service.

All the documents incorporated into this contract by reference may be consulted by the Customer at the addresses indicated on the website https://dinao.com/

These documents are also subject to modifications or changes.

14.4 Communications

For any exchange of information by email, the date and time of the DINAO server shall be authoritative between the Parties. This information will be retained by DINAO throughout the period of the contractual relationship.

All notifications, communications and formal notices provided for by the General Terms shall be deemed to have been validly delivered if they are sent by registered letter with acknowledgement of receipt to:

- For DINAO: 307 chemin de la Marine 83110 Sanary sur mer - FRANCE
- For the Customer: to the postal and/or email address it has provided to DINAO

14.5 Publicity and promotion

DINAO may, on the occasion of advertising, events, conferences and specialised publications on professional markets, refer to the services provided to the Customer, as well as in its commercial documents and/or its brochure.

Article 14 bis · Consumer mediation

In accordance with Article L612-1 of the French Consumer Code (Code de la consommation), a Customer who is a consumer may have recourse free of charge to a consumer mediator with a view to the amicable

resolution of a dispute between it and DINAO, after having attempted to resolve it by a written complaint to customer service.

DINAO has initiated the membership process with a consumer mediator. The name, postal address and website of the competent mediator will be brought to the Customer's attention, in these general terms and on DINAO's website, as soon as its appointment becomes effective.

In the meantime, DINAO remains available to the Customer to seek an amicable solution with it to any complaint, sent by ticket from its customer area or in writing to the address indicated in Article 14.4.

Referral to the mediator is admissible only if the prior written complaint has remained without a satisfactory response for more than two months, and within one year from that complaint.

Article 15 · Jurisdiction

In the event of a dispute with a customer not considered a consumer within the meaning of the French Consumer Code, express jurisdiction is conferred on the Commercial Court (Tribunal de Commerce) of TOULON (France), notwithstanding multiple defendants or third-party claims, including for emergency or protective measures, whether in summary proceedings or upon ex parte application.

Article 16 · Applicable law

This contract is governed by French law. This applies to both substantive and formal rules, excluding, on the one hand, the conflict-of-laws rules provided for by French law, and on the other hand, the provisions of French law that would be contrary to this Contract.

Article 17 · Backups

Under its business continuity plan, DINAO retains at least **seven days** of backups of its infrastructure. These backups serve solely to restore the infrastructure and services after an incident: they do not constitute a backup service for the Customer's data and do not give rise to restoration at its request.

Backups covering the **Customer's data** are the subject of options subscribed service by service, whose nature, frequency, location and retention period are set out in the special terms of the service concerned. Depending on the option chosen, the backup is made in the same data centre or in a second data centre.

Apart from the backups of its infrastructure and the subscribed options, and unless otherwise stated in the special terms of the service, DINAO does not make any specific backup of the Customer's data. It is therefore the Customer's responsibility to take all measures necessary to back up its data in the event of loss or damage, whatever the cause, including any cause not expressly referred to herein.

The Customer is invited to check periodically that the scope actually backed up meets its needs, and that restoration is possible. A backup that has never been tested does not constitute a guarantee of restoration.

Restoration of a backup subscribed as an option is carried out at the Customer's request from its customer area or by ticket. The volume to be restored and the available bandwidth determine the actual lead time.

Article 18 · Availability of the Service

Unless a quantified commitment is provided for by the special terms of a family of services, DINAO is bound, with regard to the availability of the Service, by an **obligation of means**: it implements reasonable means to ensure its continuity, **without guaranteeing any availability rate**.

Daily maintenance window. Each night, between 9:00 p.m. and 7:30 a.m. (Paris time), DINAO may interrupt all or part of the Service for its routine operating tasks, in particular restarts and security updates, for a cumulative duration of no more than thirty (30) minutes per night and per server, without prior notice to the Customer. As the servers are handled one after another, the time of this interruption varies from one server to another; DINAO informs the Customer, on request, of the usual time slot of the server that hosts it.

Other planned maintenance. Outside this window, DINAO announces its planned maintenance operations at least forty-eight (48) hours in advance, by email or on its website. Urgent interventions necessary for the security or stability of the Service remain possible at any time, under the conditions of Article 7.

Availability is measured by DINAO's monitoring tools, whose records are authoritative between the parties. **DINAO provides the Customer, upon simple request, with the extract of the records covering the disputed period.**

Article 19 · Reversibility and switching provider

In accordance with Regulation (EU) 2023/2854, the Customer may at any time retrieve its data and switch provider.

Throughout the term of the contract, the Customer has, from its customer area, the means to export its data in usable formats (file archives, database exports, deployment descriptors). DINAO neither obstructs nor delays the transfer.

At the end of the service, **whatever the cause** — termination by the Customer or by DINAO, expiry of a service that has not been renewed, non-payment —, DINAO makes a backup of the data before deleting them from the service, and retains it for **30 days** from the effective date, before permanent deletion. During this period, the Customer obtains its restoration upon simple request. Where the Customer requests the immediate deletion of its service, it accepts that its data be removed from the service without delay; the backup remains restorable under the same conditions. DINAO provides the Customer, on request, with the reasonable assistance necessary for the transfer.

No fee is charged for switching provider or for transferring the data.

Article 20 · Limitation of liability

DINAO's liability under this contract, for all causes combined, is limited to the sums actually paid by the Customer for the service concerned during the twelve months preceding the event giving rise to liability.

This limitation does not apply in the event of personal injury, gross negligence or wilful misconduct, or in cases where the law excludes it.

The compensation owed by DINAO corresponds to the direct, personal and certain loss. DINAO is not liable for indirect damage, in particular loss of business, turnover, orders or customers, damage to brand image, or a third party’s action against the Customer.
