dinao SOVEREIGN CLOUD

GENERAL TERMS AND CONDITIONS OF SALE · CONTRACTUAL DOCUMENT

Special Terms — Managed VPS with pre-installed application

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 VPS with pre-installed application**

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 VPS with pre-installed application

Managed VPS with Docker and application pre-installed

> **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. They are available at dinao.com/cgv and reproduced in the PDF of this contract.

1. Nature of the Service

DINAO provides the Customer with a virtual machine hosted in France, reserved for a single application chosen by the Customer at the time of order from among those in DINAO's catalogue. DINAO installs on it the operating system, the Docker engine and that application, and then operates the system and the Docker engine.

The Customer receives an administration account for the application. It has no administrator access to the operating system or to the Docker engine, and may not install any other software on them.

2. Allocation of responsibilities

DINAO operates the underlying infrastructure and the machine: hypervisor, network, power supply, operating system and its security updates, Docker engine, machine monitoring and backup of the platform.

The Customer remains responsible for the use it makes of the application and of its administration account: settings, extensions it activates, content, data, user accounts it creates and the rights it grants to them. Restoring the application to working order following an operation carried out with that account is performed upon quotation.

3. Installation of the application

The application is installed upon order in the version offered by DINAO's catalogue at that date, with its default configuration. Any configuration, development or data migration going beyond that installation is subject to a prior quotation.

4. Updates of the application

The application is updated at the Customer's request, sent via support. An update that requires neither data migration, nor configuration changes, nor work on the extensions is performed free of charge. Any other update is subject to a prior quotation, accepted by the Customer before being performed. DINAO informs the Customer, before intervening, of the category into which the requested update falls.

5. Support: priority handling

5.1 Included level

The Service includes the “Priority handling” level: the Customer's requests are handled in priority over those of customers without a guaranteed responsiveness level, with a **Guaranteed Intervention Time (GTI) of two (2) hours**. This level is the one that DINAO offers as an option for its managed Docker containers.

5.2 Guaranteed Intervention Time

The GTI is the maximum time between receipt of the Customer's request and the start of its handling by a DINAO staff member. Handling is deemed to have started upon the sending to the Customer of the first personal message acknowledging receipt of the request and announcing that it is being processed; **an automatic acknowledgement of receipt does not constitute handling**. The GTI relates to the handling, not to the resolution of the request.

5.3 Counting hours and starting point

The time limit is counted from 9:00 a.m. to 5:00 p.m. (Paris time), Monday to Friday, excluding public holidays in France (hereinafter the “counting hours”). A time limit begun before the end of the counting hours and not expired by then is suspended, and resumes at the start of the next counting hours for the remaining duration. A request received outside the counting hours is deemed received at the start of the next counting hours.

The time limit 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 trigger any guaranteed time limit.

5.4 Exclusions

No guaranteed time limit 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 configuration of the application or to actions carried out with the Customer's administration account (Article 2), or to a third-party service which DINAO does not administer;
- force majeure, or failure of one of DINAO's infrastructure or connectivity providers.

5.5 Claim and compensation

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

Each overrun established entitles the Customer, for the billing month concerned, to a credit note of **ten per cent (10%)** of the monthly price of the machine (for a non-monthly subscription, one twelfth of the annual price) per overrun, **capped at fifty per cent (50%)** of that price for the month. This credit note constitutes the lump-sum and exclusive compensation for any overrun; it is set off against the next invoice and does not give rise to any cash refund.

6. Third-party software licences

The application is provided under its publisher's licence, which the Customer accepts by ordering it. Commercial licences, paid editions and paid extensions of the application are at the Customer's expense, except where the subscribed offer expressly includes them.

7. Backups of the Customer's data

7.1 Backup option

Backup of the virtual machine is an option that the Customer chooses at the time of order and may subsequently modify. The option selected determines:

- the backup cycle and the retention period (for example, the last seven days, or the last seven days and twelve monthly backups);
- the backup storage quota;

- the place or places of retention: the main data centre, on equipment separate from the machine, and, if the option so provides, a second data centre.

The characteristics of the subscribed option appear in the customer area and on the Customer's invoices. Other cycles may be agreed upon quotation, by means of a request sent to support.

7.2 Without an option

Where no option has been subscribed, no backup of the machine is performed for the Customer: it is its responsibility to set up and verify its own backups. The backups of the infrastructure (Article 17 of the General Terms) serve solely to restore the platform after an incident; they do not give rise to any return at the Customer's request.

7.3 Restoration

A backup is restored upon the Customer's request sent via support, in accordance with the arrangements agreed with it. A backup does not exempt the Customer from periodically verifying that it can restore its data.

7.4 Data export

As the Customer has no access to the system (Article 1), and by way of derogation from the second paragraph of Article 19 of the General Terms, it obtains the export of its application's data upon a request sent via support, specifying the data requested. DINAO provides it free of charge, in a usable format.

8. IP address and reputation

Any use likely to harm the reputation of the allocated IP address engages the liability of the Customer in respect of the damage caused to other users. Port 25 (outgoing SMTP) is permanently blocked, without exception; the authenticated submission ports (587 and 465) remain open. For email sent by the application, the Customer specifies in its settings an authenticated submission service (third-party SMTP relay, sending platform, or, for mailings limited in volume and rate, an email account subscribed with DINAO).

9. Resources

The resources of the machine (processor, memory, storage) are sized at the time of order according to the needs of the application and constitute upper limits. The Service runs on an infrastructure shared between several virtual machines isolated from one another. When these resources are no longer sufficient for the Customer's use, DINAO offers it a larger size; no change of offer takes place without its consent. Use that persistently saturates the allocated resources may give rise to the measures provided for in Article 7.6 of the General Terms.

10. Availability commitment

By way of derogation from Articles 2 and 18 of the General Terms, DINAO undertakes to a **monthly availability rate of 99.5%** for each virtual machine. This commitment relates to the machine, not to the operation of the application.

Unavailability. The machine is unavailable when it cannot be reached for more than five (5) consecutive minutes according to the readings of DINAO's monitoring. The rate is calculated over the calendar month: duration of the month less the duration of unavailability, divided by the duration of the month.

The following are excluded from the calculation:

- the daily maintenance window of Article 18 of the General Terms: interruptions occurring each night between 9:00 p.m. and 7:30 a.m. (Paris time), up to a cumulative total of thirty (30) minutes per night;
- scheduled maintenance announced at least forty-eight (48) hours in advance, up to a limit of **two (2) hours per month**; beyond that, its duration counts as unavailability;
- the cases provided for in Article 3 of the General Terms (force majeure, act of the Customer or of a third party);
- unavailability or malfunction of the application itself, while the machine remains reachable, as well as those resulting from its configuration or from actions carried out with the Customer's administration account (Article 2 above);
- interruptions required for an update requested by the Customer (Article 4 above);
- suspension of the Service in the cases provided for in Article 7 of the General Terms.

Compensation. If the rate is not achieved over a calendar month, the Customer receives a credit note calculated on the monthly price of the machine concerned (for a non-monthly subscription, one twelfth of the annual price):

AVAILABILITY FOR THE MONTH	CREDIT NOTE
below 99.5%	10%
below 99%	25%
below 95%	50%

The credit note is capped at **fifty per cent (50%)** of the monthly price of the machine. It is due upon a claim by the Customer sent via support within thirty (30) days following the end of the month concerned, is set off against the next invoice and does not give rise to any cash refund. It constitutes the lump-sum and exclusive compensation for the breach of the availability commitment, and is set off against the liability cap of Article 20 of the General Terms.

11. Commitment and renewal

The Service involves neither a commitment period beyond the current period nor a notice period specific to this family of Services. The renewal and termination rules are those of Articles 6.5, 6.7 and 7 of the General Terms: the Customer objects to renewal by deactivating automatic renewal from its customer area before payment of the renewal invoice, and at the latest on the day before its due date; an invoice that has been paid, including by means of the account credit, constitutes renewal.

12. Right of withdrawal

12.1 Principle

The Customer who is a consumer, 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 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

The virtual machine, the Docker engine and the application are installed upon order. Before confirming 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); the installation performed upon order is included in this pro rata amount and is not invoiced separately. DINAO refunds the excess of the sums paid no later than fourteen days after having been 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 processed 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 order: it does not give rise to a new right of withdrawal. The Customer who does not wish to renew deactivates automatic renewal under the conditions of Article 6.7 of the General Terms.

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.
