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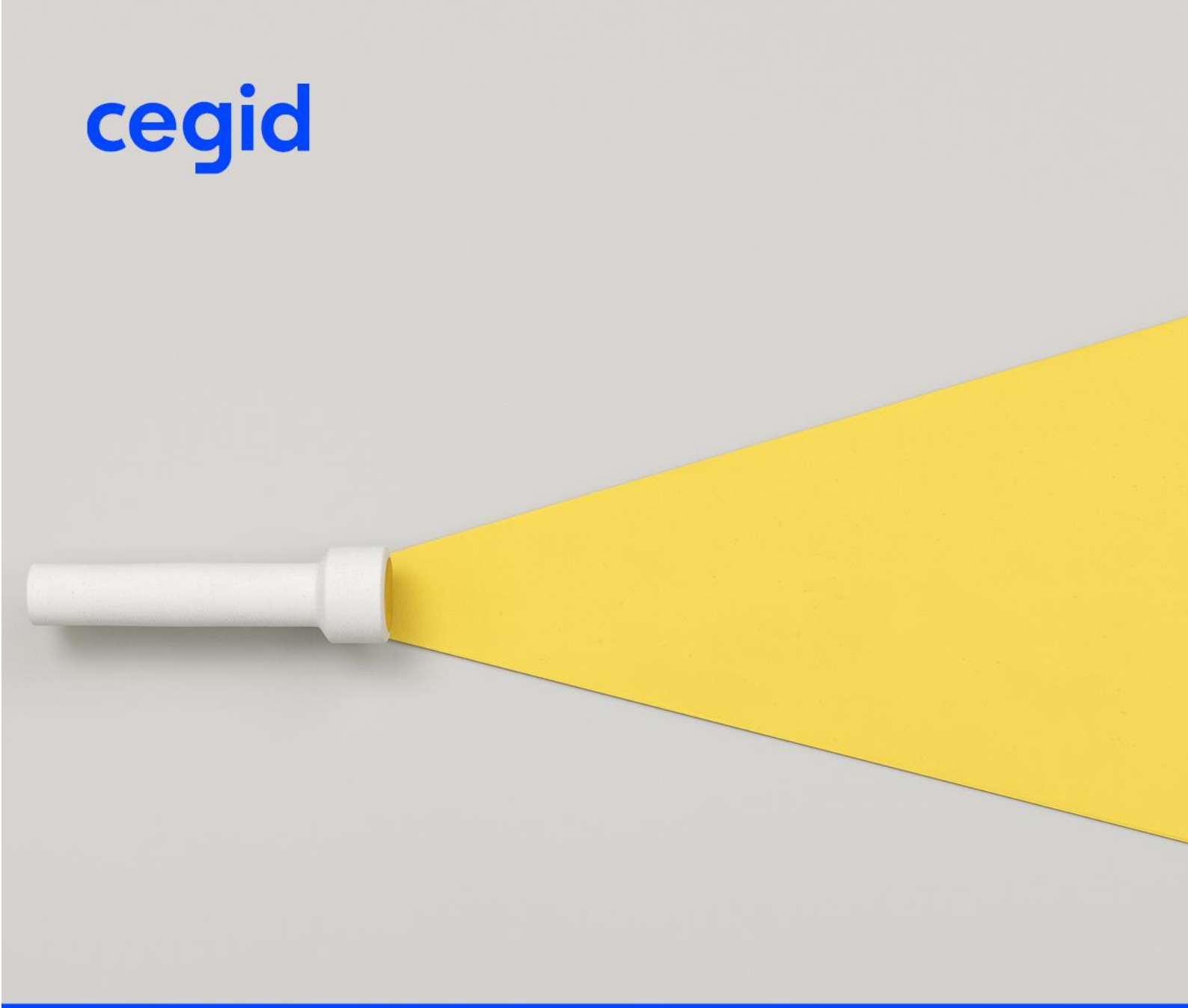

Terms of use for Cegid APIs

16/03/2021

www.cegid.com

These terms of use for API, hereinafter the "Terms", describe the general terms and conditions under which Cegid SAS, 52 Quai Paul Sédallian 69279 Lyon cedex 09, RCS Lyon 410 218 010, hereinafter referred to as "Cegid" or "we", grants/grant the legal entity acting as a professional who uses an API, hereinafter referred to as the "User" or "you", the right to access and use the API.

If you are using an API under a separate contract with Cegid, these provisions supplement the provisions of that contract. In the event of any contradiction between the provisions of these Terms and those of the separate contract, the provisions of these Terms shall prevail.

By accessing or using an API, you represent and warrant that: (i) you have the authority to act on behalf of the User; and (ii) you have read, understand and agree to these Terms.

1. DEFINITIONS

API: means an application programming interface or comparable development tool used to interface with Cegid Solutions.

Application: means any product or service, including any software application, that you develop, own or operate to interact with an API.

Documentation: means the information made available to the User by Cegid at any time and describing how to use the APIs.

Confidential Information: means any information communicated by Cegid or obtained in connection with the APIs, as well as any technique, method or process of Cegid that you may become aware of in the course of the performance hereof.

Cegid Solution: means the standard application service delivered online (SaaS mode) by Cegid, which is the subject of the APIs.

User: refers to the end user of the Cegid Solution and Application.

2. UPDATE OF THE TERMS

We may update these Terms at any time. The updated Terms will be communicated to you by any means Cegid chooses, including publication on Cegid's website or on-screen display when accessing the API.

The time between the update of the Terms and their entry into force will be adapted to the extent of the modifications made to them.

If you do not agree to any changes in the Terms, your sole remedy is to discontinue using the API. Your continued access to the API or its use after their effective date constitutes your acceptance of the updated Terms.

3. REGISTRATION OF APPLICATIONS

If the Application is intended to be marketed or otherwise made available to third party customers or users of Cegid Solutions, you must register the Application with Cegid, in accordance with the procedure applicable to the API used.

The registration of each Application must be accepted by Cegid. Cegid may refuse to register an Application at its sole discretion.

4. LICENSES AND RESTRICTIONS

4.1. API license

Cegid grants you a limited, revocable, non-exclusive, non-transferable and non-licensable right of access and use: (i) to develop, test and implement your Application; and (ii) to enable Users of your Application (registered if applicable) to connect to and communicate with Cegid Solutions; within the limits set forth in these Terms, in the Documentation, and in any other agreement between you and Cegid, in connection with the subject matter hereof.

4.2. API key

An API key, provided by Cegid, is required to use the API. This API key is unique to you. It is your responsibility to ensure its confidentiality and to communicate it only to your employees, agents and subcontractors who need to know it within the framework of these Conditions, who are bound by an obligation of confidentiality at least as restrictive as yours, and who have sufficient skills for the use of the API, with regard to the state of the art.

You are responsible for all actions carried out using your API key. You agree to notify Cegid immediately of any unauthorised use of your API key.

The provisions of this section apply more broadly to any ID, password or other authentication method communicated to you by Cegid.

4.3. Cegid partner certification programme

If the Application is to be marketed or otherwise made available to third-party customers or users of Cegid Solutions, you may be required at any time to join a Cegid partner certification programme. The conditions for joining such a programme, in particular the financial conditions, will be determined by Cegid.

4.4. Restrictions

You are not allowed to:

- Use the API to disrupt, interfere with or attempt to gain unauthorised access to any services, servers, devices or networks connected to or accessed through the API;
- Capture data, make databases or create any other copy of data accessed or obtained using the API, except to the extent necessary to implement an intended use scenario for the Application;

- Require the API to provide more than the minimum amount of data, or more than the minimum elements allowed for this type of data, necessary for your Application to enable Users to use the functionality of your Application;
- Use an excessive amount of bandwidth or interfere with the stability or operation of other applications using the API;
- Attempt to circumvent Cegid's restrictions on your use of the API. Cegid establishes and enforces, at its sole discretion, restrictions on your use of the API (such as limiting the number of API requests you can make, or the number of users you can manage);
- Use the API to take advantage of its technical limitations, or those of the related Cegid Solution, or reverse engineer, decompile or disassemble the API, except to the extent that such operations are expressly permitted by applicable law, notwithstanding this limitation;
- Use the API, the data obtained by using the API or the Application to carry out the performance test of a Cegid Solution, unless formally authorised by Cegid within the framework of a separate contract;
- Use the API, data obtained using the API or the Application to identify, exploit or publicise any potential security vulnerability;
- Make the API or the data obtained using the API available to third parties who do not have the appropriate licences for the APIs and Cegid Solutions;
- Make the Application available for use in order to circumvent the need for Users to obtain a valid license for a Cegid Solution;
- Redistribute or resell access to the API, any data obtained using the API, or the Cegid Solution accessed via the API, or sublicense such access;
- Use the API, the data obtained by using the API or the Application in a manner that violates applicable laws;
- Use the API, the data obtained by using the API or the Application in a way that could create, at Cegid's sole discretion, an unreasonable risk for Users in terms of security or protection of personal data.
- Use the API, the data obtained by using the API or the Application for the purpose of luring clients away from a Cegid Solution;
- Use the API, the data obtained by using the API or the Application in a way that could harm or prejudice Cegid;
- Attempt to perform, or to allow a User or a third party to perform, or to attempt to perform, any of the aforementioned actions.

5. SECURITY

You undertake to design and maintain your Application, to access and use the API, and to protect the data obtained using the API, by implementing appropriate state-of-the-art security measures.

Cegid reserves the right to monitor your use of the API in any way Cegid chooses (API monitoring, Application audit, etc.). You agree, where applicable, to promptly provide us with any information and access that Cegid may request from you in order to verify your compliance with these Terms, and in particular your obligations in terms of security.

In the event of refusal to communicate this information, or of partial communication, or if Cegid's checks reveal a breach on your part and/or a security risk, Cegid reserves the right to suspend or terminate your access to the API.

You agree to notify us immediately of any security breach affecting your Application, your access to the API or any data obtained using the API by email to securityteam@cegid.com.

6. INTELLECTUAL PROPERTY

Cegid retains ownership of its intellectual property rights. No intellectual property rights are transferred under these Terms.

Cegid trademarks are and remain our exclusive property. Any use of these trademarks without prior written authorisation constitutes an act of infringement.

You agree not to use or register any trademark, domain name or other distinctive sign that incorporates all or part of Cegid's trademarks or that could be mistaken for a Cegid trademark.

You undertake to inform Cegid if you become aware of any potential infringement of Cegid's intellectual property, or any abnormal use of Cegid's trademarks, by any third party.

7. FORCE MAJEURE

Cegid may not be held liable for any breach of its contractual obligations if it has been prevented from fulfilling its obligation by an event of force majeure as defined in article 1218 of the French Civil Code.

For the purposes of this clause, the following events shall constitute force majeure: a government decision, including any withdrawal or suspension of authorisations of any kind whatsoever, a total or partial strike, whether internal or external to Cegid, the compulsory liquidation of one of its suppliers or subcontractors, a fire, a natural disaster, a state of war, a total or partial interruption or blockage of telecommunications or electricity networks, an act of computer hacking.

8. TERMINATION

If the API license was granted to you on a fee basis, the conditions for terminating the API license are defined in the applicable contract.

In all other cases:

- Cegid reserves the right, at any time and at its sole discretion, to modify, suspend or discontinue any API;
- You may terminate these Terms at any time by ceasing all access to and use of the APIs.

In the event of termination of these Terms, you shall immediately cease all access to and use of the APIs and, where applicable, comply with any instructions from Users to return or delete any data accessed or obtained via the API.

The following provisions shall continue to apply after the termination of the Terms: intellectual property, independent development, confidentiality, protection of personal data, warranties, liability, general provisions, applicable law - dispute resolution.

9. INDEPENDENT DEVELOPMENT

You understand and acknowledge that Cegid or any third party user of the APIs may at any time independently create applications, products or services comparable or competitive with your Applications, products or services, and that nothing in these Terms shall be construed to restrict or prevent Cegid or any third party user of the APIs from doing so, and that such activities shall not create any obligation on us vis-à-vis you.

10. CONFIDENTIALITY

You acknowledge that the Confidential Information is strictly confidential.

You undertake to use the Confidential Information solely for the purposes for which it is communicated to you and acknowledge that this information remains, in any event, the property of Cegid.

You undertake to take appropriate measures to preserve the confidentiality of Confidential Information.

You shall not disclose any Confidential Information to any person other than your employees, agents and subcontractors who need to know it in connection with these Terms and who are bound by an obligation of confidentiality at least as restrictive.

Upon termination of these Terms, you will return or destroy any Confidential Information in your possession. The obligations defined in this Article shall continue to apply for a period of five (5) years from the termination of the Terms.

11. PROTECTION OF PERSONAL DATA

Data retrieved by the User through the API may contain personal data. In this respect, the User undertakes, as the case may be, to act in its capacity as controller, or on the instructions of the controller in the context of a processing agreement, and in any event to comply with the applicable law on the protection of personal data.

For the performance and proper understanding hereof, the terms "Applicable law on the protection of personal data" refer to Regulation (EU) 2016/679 known as the "General Data Protection Regulation", Law No. 78-17 of January 6, 1978 on Data Protection, as well as Directive 2002/58/EC known as the "Directive on privacy and electronic communications" and any applicable national transposition act.

The terms "personal data", "controller" and "processor" have the meanings assigned to them in the applicable law on the protection of personal data.

12. WARRANTIES

If the API license was granted to you on a fee basis, Cegid's warranties applicable to the API are defined in the applicable contract.

Beyond this, and in all other cases, you acknowledge and accept that the API is made available "as is" and "subject to availability". Cegid makes no warranties with respect to the API, and in particular does not warrant the merchantability of the API, its suitability for a particular purpose, its availability, or the correction of any defects. Nor does Cegid guarantee the results that may be obtained using the API.

You warrant that you have the authority to bind yourself to these Terms and that, in doing so, you do not violate or prejudice any third party rights or breach any applicable laws or regulations.

You agree to defend, indemnify and hold Cegid harmless from and against any and all claims by third parties arising out of or in any way connected with your use of the APIs, any breach by you of these Terms, or any other action related to your use of the APIs, including any liability or expense caused by lawsuits, losses, damages (whether immediate or consequential), actions, judgments, arbitration costs and reasonable attorneys' fees, of every kind and nature.

13. LIABILITY

Cegid is not bound by any performance obligation.

Cegid may only be held liable for direct and foreseeable damages resulting from a breach of its contractual obligations, which do not include damages whose occurrence is not exclusively linked to the improper performance or non-performance of this contract. Indirect damages for which Cegid cannot be held liable include: operating loss, loss of profit or any other financial loss resulting from the use or inability to use the API, damage to image, loss of data, recovery costs, loss of opportunity. Any damage suffered by a third party is indirect damage and does not result in any compensation.

In the event that Cegid is held liable as a result of the non-performance or improper performance of the Terms, or for any other reason for which it is responsible, the amount of the overall and cumulative compensation, all causes combined, principal, interest and costs, to which you may be entitled, shall be limited to the direct and foreseeable loss suffered, without exceeding the sum of one thousand (1,000) Euros.

Under no circumstances shall Cegid be liable for damages caused by the modification or termination of an API or by the modification or termination of these Terms.

14. GENERAL PROVISIONS

Assignment: You may not assign or transfer to anyone else, in whole or in part, any of your rights or obligations under the Terms without the prior written consent of Cegid. Cegid reserves the right to freely assign or transfer its rights and obligations under the Terms. You will be notified of any such assignment or transfer by any means Cegid chooses.

Independence of the parties: Each of the Parties is an independent legal entity, legally and financially, acting in its own name and under its own responsibility. These Terms do not constitute an association or a mandate given by one of the Parties to the other. Each party therefore refrains from entering into any commitment in the name and on behalf of the other party, which it may in no case substitute.

Entire agreement: The Parties acknowledge that the Terms, together with all other terms and conditions incorporated by reference in the Terms, constitute the entire agreement between them relating to their subject matter and supersede all prior verbal and/or written undertakings between the Parties relating to their subject matter.

Headings: The only purpose of the headings is to make the contractual documents easier to read. In the event that the heading of a paragraph or clause in a contractual document affects the understanding of the text, only the text of the paragraph or clause in question will be taken into account, and not its heading.

Nullity: If one or more non-substantial stipulations of the Contract are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain all their force and their scope.

Non-waiver: The fact that Cegid does not avail itself of a breach by the User of any of the obligations referred to in these Terms shall not be construed as a waiver of the obligation in question in the future.

Compliance - Cegid's ethics rules: The User declares in its own name and on behalf of any affiliated company within the meaning of Article L.233-3 of the French Commercial Code or any person or entity acting on its behalf, for the entire duration of the Terms:

- That it applies and complies with regulations in the countries where it operates or does business, in terms of ethics, anti-corruption and money laundering, and in particular (without this list being exhaustive) French (Sapin II Law), European (OECD Conventions), North American (FCPA) and British (Bribery Act) provisions (together, the "Anti-Corruption Laws");
- That it is not on any sanctions list of the United Nations, the European Union, France or the United States;
- That it does not carry out any business directly or indirectly in the following countries: North Korea, Cuba, Iran, Libya, Sudan, Syria.

In addition, it is acknowledged by the User and any other person associated with it or acting on its behalf that they have not (i) violated or are not in the process of violating any provision of the Anti-Corruption Laws; (ii) used any company funds for any illegal contribution, gift, entertainment or other illegal expenditure related to political activity or intended to influence an official decision; (iii) made any direct or indirect illegal payment to any official, employee, agent, representative of a foreign or non-foreign government from company funds or otherwise; or (iv) paid any tip, reward, or made an influence payment or other illegal payment.

Accordingly, the User will not, under these Terms, hire or select any person employed by a public entity or government official to assist it in the performance of its obligations hereunder, and will not provide any services on behalf of any such person for the purpose of performing these Terms.

The User undertakes to inform Cegid without delay of any breach of the above stipulations. In the event of breach by the User of this clause, Cegid reserves the right to suspend or withdraw access to the APIs and to terminate the Terms by operation of law, without any compensation being due to the User.

15. APPLICABLE LAW - SETTLEMENT OF DISPUTES

By express agreement, the Terms are governed by French law.

In the event of a dispute arising from the interpretation or performance of the Terms, the Parties undertake to hold a consultation meeting before referring the matter to the competent court. This meeting will be held within fifteen (15) days of the sending of a registered letter with acknowledgement of receipt by one of the Parties. Each Party must ensure that a person with authority to represent that Party attends the meeting.

In the event of a dispute, and after an unsuccessful attempt to find an amicable solution within fifteen (15) days of the aforementioned meeting, jurisdiction is expressly assigned to the Commercial Court of LYON, notwithstanding multiple defendants or third-party appeals. This jurisdiction also applies to summary proceedings.