

GENERAL CONDITIONS OF USE

Waapi

1. Preamble

- 1.1. Waapi is a software publishing company. It has developed Waapi Solutions, which are application software - features are listed in Appendix.
- 1.2. The use of Waapi Solutions features is only open to professionals.
- 1.3. The underwriting and use of Waapi Solutions requires adherence to the rules covered by these terms and conditions of use.
- 1.4. Waapi Solutions are published by SAS Waapi, with a social share capital of 203,500.00 euros, registered in the Register of Trade and Companies of Montpellier under the number 841 124 001. The head office is located at 300 avenue Nina Simone 34000 Montpellier

2. Definitions

- **GENERAL CONDITIONS:** *These are the current terms and conditions accepted online by the Licensee*
- **LICENSE:** *A set of rights granted by the copyright holder (Waapi) to Waapi Solutions defining the conditions under which they can be used.*
- **APPLICATION(S):** *Service available online on a subscription basis, allowing you to use Waapi Solutions.*
- **LICENCE OWNER:** *Beneficiary of Waapi's Licence Fee*
- **WAAPI SOLUTIONS:** *Refers to ProspectIn, Podawaa, Piwaa, Waalaxy software, whose features are described in the Appendix.*

3. Object

The terms and conditions determine the conditions under which Waapi provides the Licensee with a right of access to the features of Waapi Solutions and a right to use such software in accordance with the terms and conditions outlined below.

4. Technical requirements

- 4.1. You acknowledge that you are aware of all the technical requirements necessary for Waapi Solutions to function properly.
- 4.2. You acknowledge that you are aware that these requirements may change, especially for technical reasons. If an evolution will occur during the course of your contract, you will be informed prior.

5. Registration

- 5.1. To use Waapi Solutions you must be a legally existing person, at least 18 years of age with full legal capacity in the course of a professional activity, or be the legal representative of a legal person with the aforementioned qualities, or the representative of an organization.
- 5.2. Waapi Solutions are intended for professionals - that is, any natural person who is acting as part of his/her commercial, industrial, artisanal or liberal activity - and for associations.
- 5.3. When registering, the user therefore states that he/she understands and accepts that the use of the services provided by Waapi means a use that excludes the rules of consumer law. They therefore expressly waives the use of it in the event of a dispute. It is recalled at this stage and as a reminder that the consumer is defined by the preliminary article of the Consumer Code as "*(...) any natural person who acts for purposes that are not part of his or her commercial, industrial, artisanal or liberal activity.*"
- 5.4. Any application for registration may be refused if we find that the required criteria are not met or if the registration appears not to meet public order and morals or a legal or regulatory provision in force.
- 5.5. The data provided to subscribe to Waapi Solutions must be consistent with the reality of your situation.
- 5.6. The good faith you must show in providing or informing the data is a statutory legal requirement, in this case, section 1104 of the Civil Code: "*Contracts must be negotiated, trained and executed in good faith. This provision is public policy.*"
- 5.7. If this information changes after you register and is likely to impact your collaboration with Waapi, you need to update it.
- 5.8. By agreeing to these terms and conditions, you expressly waive Waapi's liability in any way, regarding any harm caused by the misinformed information in the LinkedIn account that allows you to register with Waapi.
- 5.9. Knowingly providing false information in the form is cause for deleting your account and terminating the contract without notice or request for proof.

6. Access protection.

- 6.1. Your Waapi account is accessible to anyone that accesses your LinkedIn account. You take sole responsibility for its confidentiality.
- 6.2. We are not responsible for the consequences that may result from the loss or theft of your login details and passwords, so long as the loss or theft is not the result of an error by Waapi.
- 6.3. By accepting these terms and conditions, you expressly renounce our liability in any way, regarding any harm related to the loss, theft or piracy of this information so long as it is not due to an error by Waapi.

7. Suspension of services

- 7.1. The use of Waapi Solutions may occasionally be suspended to allow for interventions and maintenance necessary for its operation. If an intervention is being considered, you will be informed so that you can take any necessary steps to prevent your activity from being disrupted.
- 7.2. In the event of an extreme emergency, an urgent need, or a security update to its Solutions, Waapi is exempt from this duty of prior notice. Instead it may provide all useful explanations after completion of the intervention.
- 7.3. Waapi cannot be held liable for possible consequences of Waapi Solutions' unavailability due to a maintenance or service update.

8. Maintenance and assistance

- 8.1. Waapi provides corrective and scalable maintenance of Waapi Solutions at no extra cost. Maintenance may result in a temporary suspension of access to associated services. Waapi makes all reasonable measures to correct any malfunctions that would affect Waapi Solutions as soon as possible and to make any improvements it deems useful.
- 8.2. You benefit from updates and functional changes at no extra cost. Any changes to Waapi Solutions are irrefutably presumed to be made to improve their operation and/or expand their functions. Corrections and developments are therefore expressly subject to these terms and conditions in the annexes. Waapi provides you with information about changes made.
- 8.3. Updates cannot be declined.
- 8.4. You may have to make new configurations or software adaptations to allow the correct functioning of Waapi Solutions following an update.
- 8.5. The corrections and development of Waapi Solutions are expressly subject to these terms and conditions. Interventions related to this service may make the API services temporarily unavailable.

9. Licence

- 9.1 The fact of obtaining and renewing the Licence is achieved via the financial settlement of the subscription.
- 9.2 The Licensee is therefore presumed to be the holder of the payment instrument used when obtaining the License.
- 9.3 Waapi grants the Licensee a License valid only for the duration of the subscription and exclusively intended to allow them to use Waapi Solutions and associated services. The use for any with the exclusion of any other purpose.
- 9.4 The License grants a personal, non-exclusive, non-transferable and non-transferable right to use Waapi Solutions for the duration of the subscription and for the entire world.
- 9.5 The right to use is the right to represent and implement Waapi Solutions in accordance with their destination.
- 9.6 Any other use of Waapi Solutions, in particular any adaptation, modification, translation, arrangement, dissemination, decompilation, is prohibited except in cases provided by law. Please note that this is not an exhaustive list.
- 9.7 The License includes the right to access and use Waapi Solutions within the limits of the permissions granted.

10. Limitation of liability

- 10.1 Access to Waapi Solutions requires an Internet connection. The quality of your connection to this network depends on your internet service and hardware.
- 10.2 The Internet is subject to possible interruptions and/or slowdowns in its operation.
- 10.3 In these circumstances, Waapi does not guarantee the continuity of Waapi Solutions.

- 10.4 Waapi uses security infrastructure and access control mechanisms to protect data and the proper functioning of Waapi Solutions, however the Internet exposes its users to the communication of computer viruses as well as acts of malice that could cause damage to your structure's equipment and/or data. It is therefore up to you to ensure the safety of your equipment.
- 10.5 By accepting these terms and conditions, you renounce Waapi's liability for these types of issues as long as they are not related to a fault committed by Waapi.
- 10.6 Access to Waapi Solutions or some of their features may occasionally be suspended to allow for the interventions and maintenance or updates necessary to keep them running smoothly.
- 10.7 If an intervention is considered, you will be informed by standard means of communication.
- 10.8 Waapi cannot be held liable for the possible consequences of the unavailability of the service or services and remaining subscription due to the forementioned conditions. (No refund, compensation, damage and possible interest payment in the event of temporary unavailability of the site and/or services).
- 10.9 In the event of a proven fault by the Licensee, Waapi will only be required to repair the monetary consequences of the direct and foreseeable damages as a result of the performance of the services offered by Waapi.
- 10.10 Waapi will not be liable for indirect or unforeseen losses or damages to the Licensee or third parties such as (note that this is not an exhaustive list): any missed or partial gain, inaccuracy or partial or total corruption of files or data, commercial harm, loss of revenue or profit, loss of customer, missed or lost opportunities, cost of obtaining a product, service or alternative technology, in relation to or a result of the misrepresentation or performance of the services.
- 10.11 In all cases, Waapi's liability amount is strictly limited to the reimbursement of the amount actually paid by the Licensee on the date of the occurrence of the operative event, up to a maximum amount that cannot be greater than the last quarter of service hire.
- 10.12 Waapi will not be held liable for the accidental destruction of the data by the Licensee or by a third party using Waapi Solutions through the Licensee's identifiers.

11. Eviction guarantee

- 9.1. Waapi guarantees that it holds all the intellectual property rights that allows it to grant License to use.
- 9.2. On this basis, Waapi guarantees that Waapi Solutions are unable to infringe on third party rights.

12. Payment terms for the subscription.

- 12.1. The use of the API is billed as stated on the Website in the "*tarif*" section.
- 12.2. If a due invoice is not paid, access to Waapi Solutions is suspended until the payment incident is regularized.

13. Economic dependence

- 13.1 If you derive such a profit from the services offered by the API that it becomes essential to the proper functioning of your business, or that it generates a situation of economic dependence on Waapi, you must inform us without delay in relation to the articles L420-1 and following of the code of commerce.
- 13.2 If you fail to comply with this obligation, you de facto waive our liability in the event of your account being deleted for any reason and/or invoking an abrupt breach of contractual relationships under economic dependence.

14. Compliance with the use of Waapi Solutions to the rules of law.

- 14.1 By subscribing to the services provided by Waapi, you agree not to make use of Waapi Solutions contrary to the rules of law, public order and morals. You acknowledge that you are fully informed that the publisher of a website and/or application may expressly prohibit the use of such a solution and it is up to you to be aware of the rules of operation of each website before using the possibilities offered by Waapi. If you have any doubts about the agreement of the website covered by the scraping operation, you agree to seek the required permissions before using Waapi Solutions.
- 14.2 By agreeing to the terms and conditions, you therefore declare that you agree to carry out the audits scrupulously required before making the use of Waapi Solutions.
- 14.3 In accepting these terms and conditions, you note and agree that Waapi is not subject to any consequences that may result from Waapi's involvement because of a non-compliant use of Waapi Solutions to the requirements of these terms and conditions.
- 14.4 It is therefore up to you to make all the technical, organisational and legal arrangements required to ensure that your operation is in compliance with all the legal and regulatory provisions relating to the practice of scraping.

15. Personal data.

- 15.1 By agreeing to these terms and conditions, you acknowledge that Waapi does not process personal data in your name and/or on your account.
- 15.2 Waapi, however, provides access to Waapi Solutions features through this contract, which potentially allows this to happen. These provisions therefore organize the responsibilities of Waapi and the Licensee in relation to all the legal provisions relating to the protection of personal data and in order to inform the persons involved in the collection and processing of their data.
- 15.3 The Licensee declares and accepts:
- he/she alone determines the purposes and means for the processing of personal data
 - that he/she is and remains solely responsible for treatment or treatments performed (in the sense of the RGPD)
 - that he/she alone assumes all legal consequences directly or indirectly related to disputes, litigation and/or liabilities related to the handling of personal data.
- 15.4 The Licensee notes and fully and exempts Waapi of all harmful legal and monetary consequences that could affect it directly or indirectly as a result of a violation of legal and/or regulatory obligations relating to the protection of personal data.

16. Personal data protection.

- 16.1. Waapi is responsible for processing personal data collected from the Licensee.
- 16.2. This data collection takes place in accordance with the provisions of the 2016/679 PARLEMENT EUROPEAN AND TIP of April 27, 2016 regarding the protection of individuals in relation to treatment of personal data and the free movement of this data (General Regulation on the Protection of Personal Data or

RGPD).

- 16.3. The collection of personal data is carried out on the basis of articles 6.1.b and 6.1.c of the above-50D RGPD.

- 16.4. In accordance with Article 15 to 22 of the RGPD, regarding the data Waapi holds on you, subject to compliance with legal and regulatory provisions and contractual requirements, you have the following rights: right of access, right of rectification, right to be erased, right to limited treatment, right to notice of corrections, erasure, limitation, right to data portability, right of opposition, right not to be profiled.
- 16.5. Apart from the legal areas that require longer storage, personal data collected is kept for one year from the last effective rental.
- 16.6. To implement these rights, write to contact@prospectin.fr. As part of such a request, we will ask you to provide a proof of identity in order to verify your identity.

17. Changes to terms and conditions

- 17.1 We can change our terms and/or conditions. If this happens, you will be informed and then asked to accept the changes before you can re-access your account and the services offered.
- 17.2 If you do not respond within the required time frame, you agree that this silence will be worth tacit agreement with the new terms and conditions.
- 17.3 If no validation of the new terms and conditions takes place 60 days after the application acceptance, your account may be deleted.

18. Termination.

- 18.1. You can decide at any time to end the subscription, subject to payment of the sums due until the end of your active commitment.
- 18.2. Waapi may also terminate this contract with 30 calendar days' notice from the moment of the email informing you of the termination.

19. Waapi Intellectual Property Rights.

- 19.1 Our website and Waapi Solutions are made up of many elements that belong to us and are for our benefit. This includes, but is not limited to: graphics, images, texts, videos, animations, sounds, logos, gifs and icons, layout etc. Therefore, you cannot use them without prior written permission from us.
- 19.2 Violation of this rule is punishable in particular by articles L.3335-2 and following of the Intellectual Property Code.
- 19.3 Waapi benefits from the *"rights of database producers"* covered by Book III, Title IV, of the Intellectual Property Code (Law 98-536 of 1 July 1998) relating to copyright and databases, including the protection of Article L341-1 of the Intellectual Property Code providing that *"The producer of a database"*

data, understood as the person who takes the initiative and the risk of the corresponding investments, enjoys protection of the content of the base when the constitution, verification or presentation of the base attests to a substantial financial, material or human investment. This protection is independent and is exercised without prejudice to those arising from copyright or other rights on the basis of the database or any of its constituent elements. ».

20. Force majeure.

- 20.1 Any breach of any of the obligations of these terms and conditions resulting from a case of force majeure, as defined in Article 1218 of the Civil Code, will absolve the parties of their liability.
- 20.2 If such an event occurs, the party prevented by the event from performing its performance informs the other by all means as soon as possible.
- 20.3 The suspension of obligations or the delay cannot in any way be a cause of liability for non-performance of the obligation in question, or induce the payment of damages or late penalties.

21. Litigation management

- 21.1. If a dispute arises during the course of a contract, you, like Waapi, agree to try to find a amicably resolve of the dispute before any court is referred.
- 21.2. In the absence of an agreement reached within 60 days of the attempt at an amicable settlement, everyone regains their right to take legal action.
- 21.3. To incur Waapi's civil liability, you will need to act within one calendar year of the beginning of the claims permitted by Article 2254 of the Civil Code.
- 21.4. Only the courts present in the jurisdiction of the Court of Appeal of Montpellier may be referred to a dispute between us, regardless of where your company is located.
- 21.5. In the event of a dispute, only the computer records containing the trace of the exchanges between the parties, held by Waapi or its technical partners and kept in conditions likely to guarantee their integrity, will be considered as proof between the parties.

22. Miscellaneous

- 22.1 The invalidity, lapse, lack of binding force or unenforceability of any of the stipulations of the terms and conditions do not lead to the invalidity, lapse, lack of binding force or unenforceability of the other stipulations, which will retain all their effects.
- 22.2 However, the parties may, by mutual agreement, agree to replace the invalidated stipulation or stipulations.
- 22.3 The parties are required to define the terms in article 2 of the contract.

ProspectIn is software that automates a number of actions on LinkedIn. These actions are:

- Profile visit
- Profile follow
- Connection request
- Message

ProspectIn's main feature is the Scenario feature that allows pre-determined actions (including the actions mentioned above) to be sequenced. The user can decide the delay between actions, but they will not be able to choose a delay of less than 1 day, nor will they be able to choose to create new sequences. Instead they will have to use the sequences already proposed on the interface.

Another of the main features is the Trigger feature. The trigger feature allows users to trigger an action based on a particular event and certain conditions.

List of possible triggers:

- Commented on a LinkedIn post
- Invitation request received (auto-acceptance of invitations)
- My profile was visited
- New prospect in my registered Sales Navigator search
- New post with a hashtag
- Prospect has responded
- Is tagged as
- An invitation request was sent
- A message was sent
- A prospect was visited
- A lead was followed
- An invitation request was accepted
- Invitation request received (without auto-acceptance)
- Did not respond

List of possible actions:

- Export to a Campaign
- Send to a Scenario
- Send an invitation request
- Send a message
- Profile follow
- Profile visit
- Export to your personal CRM (via Zapier)
- Transfer to another campaign
- Add a tag

Possible conditions:

- Prospect is connected
- Prospect is not connected
- It doesn't matter
- Prospect is already in the CRM

- Prospect not present in the CRM
- It doesn't matter

The tool also offers a dashboard which allows users to visualize the number of actions taken in a day or week. This information can be visualized by action type, or/and by campaign.

It is also possible to view the acceptance rate of invitation requests and the rate of response to messages. The dashboard also shows the number of connections the user has on LinkedIn, how many requests are pending, how many people have seen the profile over the last 90 days, and how many views their last LinkedIn post received.

Various features:

- Automatic removal of pending connection requests
- Download campaign data in a CSV file
- Management of the app's hours and working days
- Anti-duplicate prospect control
- Transfer a prospect from one campaign to another
- Create, edit and delete tags
- Add tags to prospects
- Campaign creation and deletion
- Prospect import via multiple sources
- Removal of leads
- Filter leads

Podawaa is a software that automates the exchange of likes and comments on LinkedIn posts.

Features:

- Schedule a LinkedIn post in advance at a given date and time
- Create an engagement group and invite people to join this group
- Ask for reactions on your post if the post is less than 12 hours old
- Ask for comments on your post if the post is less than 12 hours old
- Create a reusable comment list
- View the performance statistics of your latest post via the dashboard (views, comments, reactions, shares, engagement rates, comments/reactions, reach rate, average view)
- Blacklist people
- Blacklist certain keywords
- Choose the language of engagement

Piwaa is a software that allows LinkedIn conversations to be managed more efficiently.

List of features:

- View and respond to LinkedIn messages
- Schedule a message at a selected date and time

- Snooze a message at a chosen date and time
- Create, edit and delete tags
- Add tags to conversations
- View contact information
- Create, edit and delete recorded responses
- Access recorded responses with a keyboard shortcut
- Navigate conversations with keyboard shortcuts
- Export conversation data in CSV format
- Sync conversation data with third-party tools through Zapier (webhook)
- Additional filter additions compared to LinkedIn

Waalaxy is an automated multi-channel prospecting tool, primarily focused on LinkedIn and emailing

Features:

- Creating a prospecting campaign based on pre-defined models
- LinkedIn profile visit
- LinkedIn profile follow
- Sending an invitation request on LinkedIn
- Sending a message on LinkedIn
- Lead filter
- Prospect import via multiple sources
- Removal of leads
- Download campaign data as a CSV file
- Management of the extension's hours and working days
- Anti-duplicate prospect control
- Create, edit and delete tags
- Add tags to prospects
- View campaign performance with dashboard
- Send emails
- Synchronisation of CRM's via Zapier