Serenytics
Terms of Use (TOU)

Last update: 22/11/2023

Article 1. Définitions

- **Serenytics :** the company Serenytics, having its headquarter at: 161 Bd Voltaire, 75011 Paris, FRANCE registered at RCS PARIS (SIREN : 804 694 990).
- **Le CLIENT :** legal entity who subscribed to the Serenytics service.
- **User:** any regular or occasional User of the Serenytics Service. A user is identified in the Application by its email.
- **The Serenytics platform:** set of software and servers managed by Serenytics to enable the client to use the Serenytics Service. The Serenytics platform goal is to allow the user to manipulate data and to create web-apps (e.g. dashboards). Some parts of the platform are available directly to the user through the Serenytics application. Other parts are not accessible by the user but are required to allow some features of the Serenytics service (e.g. such as executing scheduled jobs).
- **Studio Application**: application available to the user in a web browser, that allows him to connect datasources, to create jobs and to create web-apps and dashboards, at the address https://app.serenytics.com/studio.
- **Viewer Application**: application available to the user in a web browser, that allows him to use web-apps and dashboards created in the Studio Application, but does not have the features to create datasources, nor web-apps, nor jobs; available at the address https://app.serenytics.com/viewer.
- **Serenytics Application:** one or both of studio and viewer application.
- **Serenytics Service**: The Service provided by SERENYTICS is to make the Serenytics application accessible to the CLIENT, remotely, via the Internet, in a web browser.
- **Data-source** : configuring access to a data table (for example, a REST API, a SQL table, a CSV file, a Google Analytics configuration, etc.)..
- **Internal Datawarehouse**: Internal data storage system included within the Serenytics Platform. A table in this datawarehouse is a data source.
- **Web-App** : web application that a user can build with the SERENYTICS studio application. For example, a Dashboard is a web application built with the SERENYTICS studio application which allows data to be viewed dynamically.
- **Rapport PDF** : PDF file that displays the same content as a dashboard (but the pdf file is static, so you can't filter the data, for example).
- **Jobs**: execution of an automated task (sending automatic reports by email, loading data, sending an alert, etc.). Each job can be programmed to run on a regular basis (e.g. every night, every hour, etc.).
- **Viewer User**: user who only has access to the Viewer application.
- **Business Analyst User**: user who has access to the Studio application, who can create dashboards and reports and consult them, but cannot connect data. This user also has access to the Viewer application..
- **Studio** User: a user with unlimited access to the Studio application (excluding the Admin section). This user also has access to the Viewer application.
- **Admin User**: user who has unlimited access to the Studio application. For example, only an Admin user can create other users. This login also has access to the Viewer application.
- **An organization** : groups together all the data, web-apps, automations and users of one or more users on the Serenytics application. The term Account is also used when referring to a user's organisation. If one of the users has subscribed to a paying offer of the Serenytics Service for his organisation, the organisation is then attached to a CLIENT, as are all its users.

Article 2. Acceptance of General Conditions of Use

These General Conditions of Use (TOU) specify the conditions of use under which the user is authorized to use the Serenytics service.

These TOU represent a binding agreement between the user and Serenytics. By using the Serenytics service, the user accepts these TOU. In the event that the user refuses to accept these TOU, he/she undertakes not to use the Serenytics service.

If the user violates these TOU, Serenytics may suspend access to the Service or terminate it.

Article 3. Access and operation of the Serenytics Service

1) Access to the Serenytics Service

As the Serenytics Service is offered on the Internet, Users must have an Internet connection in order to access it. All telephone connection and Internet access costs are at the User's expense. Serenytics does not provide the User with any material means, in particular telephone installation, terminal equipment, software or subscription, to connect to the Serenytics Service.

Serenytics only grants the User concerned a limited, non-exclusive and non-transferable licence to access and use the Serenytics Service and its Content. This licence is subject to compliance with the rules set out in these TOU. Each licence is specific to its User, connection information and password are personal and must not be shared by the User.

Serenytics reserves the right to revoke any access authorisation to Users who do not respect this aforementioned condition. Serenytics is also free at any time to interrupt or suspend access to all or part of the Serenytics Service, particularly for operational or maintenance reasons, without Users being able to claim any compensation whatsoever.

2) Operation of the Serenytics Service

Serenytics does not guarantee that the Serenytics Service will operate continuously and without error.
Serenytics may not be held responsible for the unavailability, interruption or malfunction of the Serenytics Service, for any reason whatsoever and in particular in the event of failure of its Internet access provider, its host, intrusion by a third party or force majeure.
Serenytics cannot be held responsible for any inconvenience or damage inherent in the use of the Internet, such as the presence of computer viruses or malicious code.

Article 4. Intellectual property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, illustrations and computer code (collectively, the "Intellectual Content"), including but not limited to the design, structure, selection, coordination, expression, the appearance and user-friendliness, presentation and arrangement of this Intellectual Content, appearing on the Serenytics Service is owned, controlled or licensed by or to Serenytics, and is protected by all applicable legislation on intellectual property and unfair competition.

Except as expressly provided in these TOU, no portion of the Serenytics Service or any Intellectual Content may be copied, reproduced, modified, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") on any other computer, server, website or medium for publication or distribution, or for any commercial enterprise whatsoever, without the prior written consent of Serenytics..

Article 5. Duration and termination

If the user is using a free account, i.e. has not subscribed to a paid offer of the Service and is therefore not attached to a CLIENT, then the commitment period is one month, renewable each month for a period of one month. The user may then terminate their commitment at any time by deleting their account in the Studio application.
If the user belongs to an organisation linked to a CLIENT, then the commitment period and cancellation conditions are those of the Service offer subscribed to by the CLIENT, and described in the Terms of Sale.

Article 6. Use of the Serenytics service and GDPR - General Data Protection Regulation

The elements related to the GDPR are presented in the four paragraphs below:

- GDPR & Serenytics
- Server and data hosting provider
- Security of CLIENT data
- Data processing

A user who has not subscribed to a paid service (i.e. who uses a free service) is not authorised to manipulate, in any way whatsoever, personal data (according to the GDPR definition of personal data) on the Serenytics platform. If they wish to use the Serenytics platform for this purpose, they must subscribe to a paying offer and be attached to a CLIENT.

Article 6.1 GDPR & Serenytics

The GDPRgoverns the processing of personal data within the European Union.

The user hereby acknowledges that he/she has informed himself/herself about the GDPR(available here https://www.cnil.fr/fr/reglement-europeen-protection-donnees), in particular about what personal data and the processing of personal data are. The CNIL website (www.cnil.fr) provides the necessary information. We would remind you that it is very important for users to be able to identify whether any of their data is personal data under the RGPD.

If the user uploads personal data or carries out any processing of personal data on the Serenytics Platform, they undertake to do so in compliance with the RGPD, including but not limited to:

- Validate that the processing has an objective or purpose. Use only the minimum amount of personal data necessary for this purpose. For example, for marketing data (e.g. sales results for a product range), the customer's email address, first name and surname must not be uploaded, nor a technical identifier that can be traced back to the person. In this case, good practice is to load anonymised data (or pseudonymised data at the very least) into SERENYTICS.
- Each data processing operation must be assigned a purpose, which must of course be legal and legitimate with regard to the professional activity of the CLIENT to which the user is attached..
- Keep a register of processing activities
- Minimising the length of time personal data is kept and used.

If the user uses personal data on the SERENYTICS Platform, they acknowledge that they have carefully read and applied the GDPR(for example available here https://www.cnil.fr/fr/reglement-europeen-protection-donnees) and pay particular attention to compliance with the GDPRwhen using the Serenytics Platform.

I f the user uses personal data on the SERENYTICS platform:
- The user acknowledges having taken note of the technical and organisational measures implemented by SERENYTICS (see section "CLIENT data security") and deems that they are appropriate and allow compliance with the GDPRand guarantee the protection of the rights of the persons concerned by the data..
- SERENYTICS is considered to be a subcontractor under the GDPRfor the CLIENT.
- The user undertakes to inform SERENYTICS of the loading of personal data on the platform and this, before their loading. The user shall make a request by email to contact@serenytics.com for authorisation to use such data in SERENYTICS. This request must detail the volume, content and purpose of the processing that the user intends to carry out in SERENYTICS. The user acknowledges that without a positive written response to this request, SERENYTICS cannot be held responsible.

SERENYTICS is not responsible for processing under the RGPD, because SERENYTICS does not decide the purposes or the means that the CLIENT uses for its personal data processing.

The SERENYTICS Platform cannot be used for personal health data.

Article 6.2 Servers and data hosting providers

To provide its services, SERENYTICS uses servers hosted by the company AWS (and services provided by the same company):

Amazon Web Services EMEA SARL, 5 rue Plaetis
L-2338 Luxembourg

The servers used by SERENYTICS with this service provider are physically located in Ireland.
The CLIENT hereby authorises SERENYTICS to use this service provider within the framework of the
Service.

In the event of a change to this list of sub-contractors, these terms and conditions will be amended to
contain the updated list of sub-contractors and the CLIENT will be notified immediately.

If the CLIENT uses personal data on the Serenytics Platform and considers that the modification of this list
of subcontractors is a problem for him, then he will be able to terminate the Service without delay.

Article 6.3 Security of CLIENT data

SERENYTICS undertakes to implement all technical and organisational measures to guarantee the security
of the CLIENT's data.

Technical security measures for CLIENT data

The software developed by SERENYTICS has been designed with a very high level of data security in mind
from the outset.

The elements implemented by SERENYTICS are as follows:
- All network exchanges are carried out using an SSL layer.
- The internal Datawarehouse used in the SERENYTICS Platform is not accessible by servers other
  than those of SERENYTICS..
- Databases and backups of these databases are encrypted.
- All data on the SERENYTICS Platform can only be accessed by secure means:
  - By login/password
  - By an API KEY, unique by user and renewable by the user.
- An exception to the above is if the Client decides to create a dashboard and share it in "public
  mode". In this case, the dashboard created is not secure. This mode should therefore only be
  reserved for public data and under no circumstances for private company data or personal data
  within the meaning of the RGPD.
- User passwords are asymmetrically encrypted before being stored in the Serenytics database,
  guaranteeing their security.
- All API calls to the Serenytics web servers are automatically tested each time the software
  developed by SERENYTICS is upgraded to ensure that security checks do not regress.
- Our developers are trained in OWASP-10 principles (for example, back-end re-checking of
  authorisations during a front-end call).
- Inability to access CLIENT data via the Studio application by SERENYTICS personnel outside an IP
  list authorized by SERENYTICS management.

Organisational security measures for CLIENT data

SERENYTICS undertakes to
- Only give access rights to production server configurations to the strict minimum of people.
- To train its staff in basic safety measures, in particular:
  - Use of Two-Factor authentication systems on all tools used as soon as these tools offer it.
  - Use of a password safe system for each department.
  - Use of a password safe system for each service. o Use of passwords of sufficient
    complexity..
  - Use of SSH keys whenever possible.
- Impose a commitment on its staff not to alter, circumvent or compromise the security measures
  implemented.
- Give access to the CLIENT's data only to those members of its staff for whom access to such data is
  strictly necessary for the proper performance of the Service, for example to provide Support or to
  validate that a change to the Platform will have no impact on the CLIENT..
- Have a plan to manage the security risks associated with the departure of one of its staff or the
  theft of machinery.

Customer support

If SERENYTICS notices that the CLIENT is using the Serenytics Platform in a way that does not guarantee the security of its own data, SERENYTICS undertakes to inform the CLIENT as soon as possible.

Uses recommended to the Client

The CLIENT must make every effort to ensure the security of the means of access to the SERENYTICS Platform (in particular, use of a password safe and unique passwords for each application, use of a high level of password security, prohibition of sharing logins between several users, regular renewal of passwords and API keys, etc.). The CLIENT confirms that it has understood the importance of this point. If a third party were to have the CLIENT's Admin password on the Serenytics Platform, or its API key, this would give it full access to the CLIENT's data loaded into the SERENYTICS platform.

The CLIENT must only use the dashboard sharing in 'Public' mode on public data and under no circumstances on private data or on personal data in the sense of the GDPR.

End of contract and data security
In the event of termination, SERENYTICS shall proceed within 10 days to the definitive deletion of all data loaded by the CLIENT in the Serenytics Platform, as well as all copies and backups that may have been made.

Data leakage

SERENYTICS undertakes to fully and accurately inform the CLIENT in the event of a data leak and to provide its best efforts to assist the CLIENT in recovering and preventing the use of the data.

SERENYTICS undertakes to take corrective measures as quickly as possible to prevent such a data leak from happening again.

Data copies

SERENYTICS undertakes not to make copies of the CLIENT's data without the CLIENT's written authorisation (apart from backup copies necessary for the proper functioning of the Serenytics Platform).

Article 6.4 Data processing
The Serenytics Platform allows the CLIENT to carry out its own data processing or to ask one of its subcontractors to carry it out.

Within the framework of the Service described herein, SERENYTICS does not carry out data processing on the instruction of the CLIENT.

Article 7. Customer support
Depending on the Service offer chosen, SERENYTICS offers support for the use of the Serenytics Platform (by email, chat or telephone).

Support consists of helping the CLIENT to use the SERENYTICS platform. In other words, Support allows the Client to ask questions such as "How do I do this operation? As part of the Support service, SERENYTICS does not implement dashboards, visual indicators or data flows. In the context of the RGPD, this means that the Support does not consist of carrying out data processing on the instructions of the CLIENT.

Article 8. Platform developments
Changes to the Serenytics Platform (new functions and bug fixes) will be deployed transparently to the CLIENT. The CLIENT may not oppose these developments.

Article 9. Obligations of the User
The User undertakes not to use the Serenytics application in such a way as to impose an excessive or unreasonable load on the Serenytics platform or Serenytics systems or networks, or any system or network

connected to the Serenytics Service. Should Serenytics observe such use, Serenytics reserves the right to close the User's account without delay.

The User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper functioning of the Serenytics Service.

Article 10. Liability and Warranty

Serenytics will do everything in its power to ensure the proper functioning of the Serenytics Service and to provide the Service 24 hours a day, 7 days a week.

Nevertheless, Serenytics only has an obligation of means concerning access to and use of the Serenytics Service. Serenytics cannot guarantee that the functions offered by the Service will always be available or without typographical, technical or other errors, that defects will be corrected or that the Serenytics Services or servers hosting it are free of viruses or bugs.

For reasons of maintenance, testing, repair or any other nature related to the improvement and operation of the Serenytics Service, the latter may be temporarily interrupted by Serenytics, without its liability being incurred.

Furthermore, Serenytics cannot be held responsible for elements created by the User with the Studio application (web-apps, jobs, datasources, etc.). The User accepts and acknowledges that he/she alone is responsible for the textual information, images, videos, data, files and programmes contained in his/her Serenytics account.

The User may not hold Serenytics responsible for any loss, claim, dispute, damage or expense, including legal and defence costs, claimed by a third party or by another User as a result of his/her Serenytics account and his/her use of the Service.

Serenytics is bound by an obligation of means in the context of these TOU and may not under any circumstances be held responsible for any loss, prejudice or indirect damage of any nature whatsoever resulting from the management, use, operation, interruption or malfunction of the Serenytics Service.

The User agrees to transfer his/her data and files under his/her sole responsibility and with full knowledge of the facts. It is the User's responsibility to carry out any back-up measures that he/she deems necessary.

In any event, any liability which may be incurred by the User against Serenytics within the framework of these Terms of Use is expressly and solely limited to the direct damage actually suffered by the User and may not exceed, all faults and damage taken together, the total amount paid by the User concerned during the year preceding this damage. Any proceedings brought against Serenytics must be brought within one (6) month of the occurrence of the damage concerned.

Article 11. Serenytics' right to communicate

By accepting these TOU, the user authorises Serenytics to use the name and logo of the user's company in its marketing communications and on its website to refer to them as a user of the Serenytics service.

Article 12. Penalties

In the event of a breach of one or more of the provisions of these Terms of Use by the User, whether or not in the name of and on behalf of the Client, Serenytics reserves the right to terminate or restrict, without any prior warning and at its sole discretion, the use and access of the User to the Serenytics Service.

Article 13. Changes

Serenytics reserves the right, at its sole discretion and at any time, to modify these TOU.

Each modification will take effect as of its posting on the Serenytics Site. Serenytics undertakes to inform Users in advance by e-mail or by display on the Serenytics Site and/or on the Serenytics Service.

If the user continues to use the Serenytics Service after communication of the modifications made, this means that the user accepts said modifications. As long as the user complies with these TOU, Serenytics grants said user a limited, non-exclusive and non-transferable personal right to access and use the Serenytics Service.

Article 14. Applicable law - settlement of disputes

Notwithstanding the country from which the User uses Serenytics Services, these TOU are governed exclusively by French law.

In the event of any difficulty relating to the validity, performance or interpretation of the Contract, the Commercial Court of Paris shall have sole jurisdiction to hear the dispute, even in the event of summary proceedings, multiple defendants or the introduction of third parties.

The French version of these Terms of Use (named "Conditions Générales d'Utilisation", available on the Serenytics' website) shall take precedence over any other version of the Terms of Use.