



Yogosha Platform End-user license agreement

Preamble

The platform named “Yogosha” (hereafter, the “Platform”) accessible using an ID connection and a password via a URL address, is edited by the Yogosha company, a simplified joint-stock company, with a capital of 17 235,00 euros and whose head office is located at 47 Rue Marcel Dassault, 92514, Boulogne Billancourt, France, registered at the “Registre du commerce et des sociétés” in Nanterre under the number 815 035 563 for which the intra-community VAT is FR 56 815035563 (hereafter “Yogosha”).

The herein End-user License Agreement (hereafter “the EULA”) has an objective to define the modalities and conditions regarding registration and user access to the platform as well as the associated services provided by Yogosha.

1. Purpose of the Platform

The platform enables IT security expert users who were admitted to the platform following the selection process described herein (hereafter “researchers”) to establish a relationship with companies who have a subscription to access and use the platform (hereafter “the Client”) that are willing to submit elements, components, tools and/or IT solutions belonging to the said companies, in order to detect flaws in return for a predetermined fee depending on the typology of the detected flaws.

The platform allows the Client to benefit from Bug Bounty campaigns, Crowdsourced Pentests and Coordinated Vulnerability Disclosure campaigns. This agreement covers the 3 services.

Here “the Client” can cover the direct Client of Yogosha and the final Client of the Client. The responsibilities, obligations and rights of the final client are the same as those of the Client, and the responsibilities, obligations and rights of the EULA and the Researcher towards the final Client are the same as the ones of the Client.

In order to access and use the platform as a Researcher, each user must :

- (i) make a request to open an account via a dedicated URL (hereafter “User Account”) ;
- (ii) carry out the technical tests in accordance with the provisions of Article 3.2 herein, in order to obtain the validation of the User Account by Yogosha
- (iii) unreservedly accept the EULA, and
- (iv) submit their identity information or KYC (“know your customer”) on the Platform

The use of the Platform, under the conditions determined herein, notably enables the Researcher to :

- consult any ongoing security flaw test campaigns launched by the Client (hereafter “Bug Bounty Campaigns”), with each Bug Bounty Campaign being the object of a program determined by the Client, presenting the targets to test and the financial compensation due in the event of any flaws being discovered (hereafter “Compensation”), as well as the specific technical and legal conditions applicable to the campaign (hereafter “Bug Bounty Program”) ;
- join a Bug Bounty Campaign ; in doing so, the researcher makes a commitment towards the Client, to abide by the contractual terms applicable to the particular Bug Bounty Program ;
- join a Crowdsourced Pentest (PTC) campaign, in doing so, the researcher makes a commitment towards the Client, to abide by the contractual terms applicable to the particular PTC Program ;
- submit reports of detected security flaws written by the Researcher to the Client (hereafter “Security Reports”), including but not limited to Security reports associated to a Coordinated Vulnerability Disclosure campaign ;
- consult the progression of the various Bug Bounty Campaigns in which the Researcher has participated ; and
- attribute a grade to the Client with whom the Researcher has collaborated.

2. Scope of the EULA

The objective of the EULA is to define the modalities regarding registration, access and use of the platform for the Researchers as well the associated services provided to the Researchers by Yogosha (the “Associated Services”).

During the creation of their User Account, the researcher must go over the EULA and tick the “I accept the End-user license agreement of the Yogosha Platform” box provided at the end of the registration form. In doing so, the Researcher unreservedly accepts the entirety of the EULA provisions.

Yogosha reserves the right to modify, at any time, all or part of the EULA and/or the Platform and/or the Associated Services. If so, the Researchers will be informed of all the EULA modifications at least three (3) days before these modifications become effective. By continuing to use the platform following the date that any modifications to the EULA and/or the platform and/or the Associated Services were put into effect, the Researcher is deemed to have accepted said modifications.

The EULA's purpose is not to govern the relationship between (i)Yogosha and a company looking to access and use the Platform as a Client (in which case, please contact us here : legal@yogosha.com), (ii) Yogosha and a Client, and (iii) the Researcher and the Client.

3. Registering on the Platform as a Researcher

3.1 Creation and use of the User Account

To access and use the Platform, the Researcher must create a User Account and carry out a series of tests prepared by Yogosha.

A User Account is created via a dedicated URL link. During this process, the Researcher is invited to :

- submit to a technical test such as a CTF (“Capture the flag”). The technical test can be hosted by a selected partner.

- provide certain personal information relative to their identity, notably including their surname, first name, sex, date of birth and profile photo ;
- provide certain personal information relative to the professional capacities of the Researcher ;
- provide the Researcher's tax status ;
- commit to declaring the revenue generated thanks to the Platform to the taxation authority of their country of residence ;
- provide certain financial information ;
- complete the identity verification procedure (KYC).

Mandatory information is indicated by an asterisk throughout the registration.

Registration to the platform is open exclusively to people over the age of eighteen (18), who are legally capable of contracting and using the Platform in accordance with the General Terms herein (namely, justifying a registration on a commercial or professional register with a VAT number or any document of equal value) having verified their identities using the aforementioned procedure.

During the creation and use of their User Account, The Researcher commits to providing accurate, complete and honest information.

During the creation and use of their User Account, the Researcher commits to providing their VAT number if they are subjected to it and if they are a tax paying French or intra-community resident as well as a fiscal residency certificate, or failing that, a sworn declaration testifying their fiscal residency. In the instance where the Researcher resides, or is settled outside of the EU, they commit to providing proof of their independent professional activity, declared to the tax authorities of their fiscal residency.

For the social security contributions of researchers residing in France, the researcher will be asked each semester to provide Yogosha with a certificate of coverage or of self-employment issued by URSSAF.

The Researcher commits to not creating or using accounts other than the one initially created, whether it be under their own identity or that of a third party.

The ID and password associated with the User Account are strictly personal and must not be transmitted to any third parties. The Researcher acknowledges being the sole individual responsible for the security and use of the User Account. The Researcher commits to immediately warning Yogosha in the instance of any violation of confidentiality and/or fraudulent use of their User Account.

3.2 Validation of the User Account in order to obtain Researcher status

Once the technical test (CTF) has been validated, the EULA signed and the identity verification (KYC) completed, Yogosha validates the User Account and informs the Researcher via e-mail.

The "CTF" type test (for "Capture the Flag") enables the evaluation of the Researcher's technical abilities. In IT security, "Capture the Flag" is a game that consists of exploiting vulnerabilities affecting software or programs in order to infiltrate computers and retrieve the flags, proving the intrusion.

The Yogosha team (or its partner) builds this test by placing flags in an IT perimeter subjected to the test, which the Researchers have to find to prove that they are able to infiltrate the system.

3.3 Modifying the User Account

The Researcher can modify their profile, notably any information that is transmitted to Mangopay, via a dedicated web page ("Profile") on the Yogosha Platform.

3.4 Duration and end of the User Account

Subject to any of the provisions stated below, the User Account remains valid for an indefinite amount of time from the date of its creation.

The Researcher can, at any moment, terminate their contract and close their User Account by addressing an e-mail to the support@yogosha.com address. This procedure is definitive and irreversible, and will result in the deletion of the User Account, as well as all the Researcher's personal data.

In the case of the Researcher failing to abide by the obligations stated in the EULA and, in particular, the obligations imposed on the Researcher during a Bug Bounty Campaign, Yogosha reserves the right, at its own discretion and depending on the severity and the duration of the infraction, to suspend or delete the User Account, without prejudice of any rights or actions of Yogosha against the Researcher.

4. Description of the Platform and Associated Services

4.1 Platform functions

Yogosha is a vulnerability reporting platform offering all the services required by their clients in their programs to secure their external assets and apps (defining, delegated management, community management, promoting, etc)

It centers around two activities:

1/ Creation of links and mediation with a selected community of researchers and experts in cyber security.

2/ Provision of an app developed by Yogosha that fulfils three requirements:

- Industrialising the approach within the security process
- Integrating the flaws found in their tools
- Linking the Bug Bounty approach to the client's process and organisation.

4.2 Associated Services and support

In addition to the provision of the Platform, Yogosha also provides the researchers (subject to the terms and conditions) with support services, notably in relation to the use of the Platform, the formulation of Security Reports and the reviewing of the Security Reports produced by the Researcher, as well as bringing the Researcher and the client together.

Furthermore, the researcher can also contact Yogosha via the following email contact address : support@yogosha.com for any question relative to the use of the Platform, to the services provided and/or to Bug Bounty Campaigns or general concerns regarding relations with clients subscribed to the platform.

5. Obligations

5.1 The Researcher's obligations

5.1.1 Compliance with regulations concerning accounting, taxation or social matters

The Researcher commits to accessing and using the Platform whilst strictly complying with applicable regulations in accounting, taxation and social matters, notably when concerned with registration and declarations with the tax administration and the social security organisations upon which they depend.

5.1.2 Confidentiality obligations

The Researcher commits to not divulging any information that they access throughout their use of the Platform.

Within the framework of a Bug Bounty, a Pentest or CVD, the Researcher acknowledges and accepts submitting to a strict confidentiality obligation, notably towards the Bug Bounty Program, all information and/or data that they have access to throughout the tests, the test results and including the Security Reports submitted to the Client, comments produced by the Client and the Client identity. If necessary, the Client can also arrange for specific confidentiality obligations to be included in the Bug Bounty Program, that the Researcher is obliged to accept in order to participate in the Bug Bounty Campaign in question. The Researcher notably commits to not collaborate with other Researchers invited by the Client to participate in the Bug Bounty Program, if the Client has specifically made the request as part of the specific confidentiality obligations that they will have produced.

The Researcher is informed that a failure to abide by the confidentiality obligations outlined in the EULA and/or in one of the Client Bug Bounty, Pentest or CVD programs constitutes a serious breach of the said EULA and could result in the temporary or definitive suspension of the User Account in accordance with Article 11 herein, without prejudice of any other of Yogosha's rights or actions.

5.1.3 Clients' personal Data protection

During the security tests performed by the Researcher as part of the Bug Bounty, Pentest or CVD Campaigns undertaken, the Researcher can be put in a position to access, retain or process the Client's personal data within the Client's account and in accordance with their instructions.

For this reason, the Researcher commits to abide (i) by the applicable regulations in terms of personal data protection, in particular the Regulation (EU) 2016/679 from the 27th April 2016 (General regulations on data protection) (the "GDPR") as well as the Law n°78-17 from the 6th January 1978 relative to data, files and liberties, such as it has been successively modified.

5.1.4 The Researcher's obligations relative to the Bug Bounty Campaigns

Within the framework of a Bug Bounty Campaign, and in particular throughout the tests carried out, the Researcher commits to act in the Client's interest, using all their expertise, as per the highest industry standards in order to limit the risks to the Client's information system.

Furthermore, the Researcher commits to limiting intrusion and vulnerability tests to the perimeter defined by the Client in the Bug Bounty Program. The Researcher is informed that all tests done outside the Bug Bounty Program perimeter assigned by the Client could lead to civil and or/penal procedures, if appropriate.

5.2 Yogosha's obligations

Yogosha commits, in the context of an "obligation of means" ("obligation de moyens", in the French civil code), to make the Platform available to the Researcher, in accordance with the EULA provisions. In the case of being made aware of a malfunction of the Platform, Yogosha will engage their resources as quickly as possible and will act diligently to rectify it.

The Researcher acknowledges and accepts that Yogosha could find itself in the position of having to temporarily suspend access to all or part of the Platform, notably for technical maintenance reasons, without it resulting in any responsibility on Yogosha's part. Furthermore, due to the intrinsic nature of the internet network and IT and telecommunications systems, interruptions, delays and breakdowns can occur. To this extent, Yogosha cannot provide any guarantees and therefore cannot be held responsible for any damages related to the use of the internet network and IT and telecommunications systems.

Furthermore, the Researcher acknowledges and accepts that the Associated Services are also provided to the Researcher, free of charge, by Yogosha, who take no commitment as far as the relevance of the Associated Services in view of the Researcher's needs, nor that the Associated Services will enable the Researcher to reach an objective they set themselves.

6. The Researcher's Independence

The Researcher acknowledges and accepts that the EULA does not create a subordination link of common organisations or businesses between Yogosha and the Researcher.

Each of the parties of the EULA acts on their own behalf and their own account, with no power of engaging the other in any way or form.

The Researcher acknowledges and accepts that they accept and use the platform, and participate in the Client Programs independently, without any dependence or subordination links towards Yogosha.

Furthermore, Yogosha's missions consist solely on supplying the Platform and the counsel and accompaniment of the Researchers and Clients, if need be, in their use of the Platform. For this reason, Yogosha can advise the Researcher and the Client in order to ensure a better quality of relationship, as much commercially as contractually, between the two parties.

The Researcher acknowledges and accepts that Yogosha's intervention in the commercial and contractual relationship between the Researcher and the Client is limited solely to these accompaniment services and the advice provided to each of the parties.

7. Responsibility

7.1 The Researcher's responsibility

The researcher takes sole responsibility for how they use the Platform and the adherence to the obligations subjected to them under the EULA. For this reason, by registering for a Bug Bounty campaign, the Researcher is solely responsible for the adherence of the terms of the Bug Bounty Program as laid down by the Client.

Henceforth, the Researcher guarantees Yogosha against all complaints, actions, claims and/or appeals of any kind that other Researchers or even the Client could formulate, and/or third parties opposing Yogosha due to a violation, by the Researcher of their obligations

under the terms of the EULA, or, more globally, of their use of the Platform. The Researcher commits to compensating Yogosha for any prejudice and damage that the latter could sustain and to pay them all the fees that they might incur as a result.

7.2 Yogosha's Responsibility

In the event of misconduct from Yogosha towards their contractual obligations, the Researcher will have the right to receive compensation for any direct damages that they will suffer, in the conditions outlined below.

Yogosha makes the Platform available to the Researcher ex gratia in accordance with the EULA. Consequently, no matter the nature or the foundation for the intended action against Yogosha by the Researcher, the Researcher acknowledges and accepts that the maximum sum owed by Yogosha to the Researcher as damage compensation will be limited to a maximum lump sum of five hundred (500) euros.

Notwithstanding what precedes, Yogosha cannot be held liable towards the Researcher regarding:

- (i) any indirect prejudice, including losses in revenue, in benefits, of business, of data, or of customers as a result of using the Platform ;
- (ii) any prejudice following a misuse or non-compliant use of the Platform according to the EULA;
- (iii) any prejudice following events attributable to the Researcher, any other Researcher or any third parties.

Yogosha does not hold a decision-making role in the drafting of Bug Bounty Programs, or a Pentest program or the Security Reports and only intervenes, in the context of a Bug Bounty or Pentest Campaign, as an intermediary service under order to advise the Researchers and the Client. Yogosha could therefore not guarantee the accuracy, the quality, the veracity and the reliability of the Bug Bounty Programs and the Security Reports.

In the event that the Platform may contain content that redirects the Researcher towards third party apps and/or websites on which Yogosha has no control, the Researcher acknowledges and accepts that Yogosha cannot be held liable for the content on these third party apps and/or websites.

7.3 Yogosha's administrative and fiscal responsibility regarding the Researchers who reside in France

Yogosha is compelled to abide by the following obligations (article 242 bis of the General Tax Code, or "Code Général des Impôts" in France) concerning Researchers residing in France and thus commits to:

- Inform the Researchers, during each transaction with the Client, of the required tax liability and social obligations;
- Make an electronic link available to them, directing them to the administrative websites (DGFIP and URSSAF) allowing them to conform with these obligations ;
- On www.impots.gouv.fr, regarding tax liability, the following link:
<https://www.impots.gouv.fr/portail/node/10841>
- On www.securite-sociale.fr, regarding social obligations, the following link:

<http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>

The Platform commits to providing the Researchers residing in France, in January of each year, with a document summarizing the gross amount of the transactions that they are aware of and that they have collected, through their intermediary, throughout the previous year.

Yogosha commits each year, prior to the 15th of March, to certifying compliance with these obligations, for the preceding year, through an independent third party and transmitting this certificate to the tax administration via e-mail.

8. Intellectual property

8.1 Yogosha's intellectual property

The Researcher acknowledges and accepts that Yogosha and/or their licensors remain exclusive owners of the Platform, as well as all the elements that make up the Platform, which includes, without this list being restrictive, all texts, graphics, images, logos, names, titles, brands, techniques, processes, know-how, photographs, videos, drawings, data, object code, source code, as well as all the rights related to them, notably intellectual property rights.

Yogosha allows the Researcher, in the conditions described in the EULA, a strictly personal right, non-exclusive, non-transferable and non sub-licensable to access and use the Platform. This right is granted free of charge and for the duration of the Researcher's User Account.

On condition of the aforementioned, the access and/or use of the Platform does not constitute in any form, the acknowledgement of a right, and generally speaking, does not entitle the Researcher to any intellectual property rights relative to an element of the Platform. In particular, the Researcher is not authorised to download, copy, alter, modify, adapt, delete, distribute, transmit, diffuse, sell, lease, grant or exploit the elements that make up the Platform, in its entirety or parts, no matter the manner, without intentional and prior approval from Yogosha.

8.2 The Researcher's intellectual property

The Security Reports elaborated by the Researcher, including its textual and graphical content, as well as all intellectual property rights affiliated to it, transmitted by the Researcher to the Client and/or Yogosha as part of a Bug Bounty Campaign, remain the Researchers property as long as the Client has not validated and has not paid the Researcher for their reports.

The method implemented by the Researcher to detect security flaws remains the Researcher's property even following the validation and payment for the Security Reports by the Client.

In order to use the Platform features and benefit from Yogosha's support during a Bug Bounty Campaign, the Researcher grants Yogosha, for the duration of the EULA, a free right to access, use and reproduce the Security Reports produced by the Researcher.

Furthermore, it should not be forgotten that by participating in a Bug Bounty Campaign, the Researcher must automatically accept beforehand the Client's terms that feature in the Bug Bounty Program. This Bug Bounty Program stipulates, at minimum, that by submitting a Security Report to the Client, the Researcher accepts, to grant the Client (i) in all cases a free and non-exclusive right to access and use of the Security Reports for the duration of the Bug Bounty Campaign and strictly in order to validate the Security Report. This, however, is without the Client being authorised to modify, alter or exploit the Security Report for any

other purposes; and (ii) in the event of validation of the Security Report by the Client, following the payment of the agreed upon fee, an exclusive right, for the legal duration of intellectual property rights protection, to access, use, reproduce, modify, alter, translate the Security Report or incorporate it in a derivative piece of work and disclose it to any third parties of their choice.

The Researcher is responsible for the total content of a Security Report. For this reason, the Researcher guarantees that they own all the necessary rights and authorisations for the use of the Security Report. Equally, the Researcher commits to defending and compensating Yogosha against all actions or claims alleging that the Security Report violates the rights of a third party.

8.3 The Client's intellectual property

The Researcher acknowledges and accepts that the Client owns, or possesses the necessary authorisation for the use of any information or data that the Client makes available via the Platform, including Bug Bounty Programs, any affiliated objects, a URL, an IP address redirecting to an app, a website, or any other part of the Client's IT system submitted to the Researcher as part of a Bug Bounty Campaign, and more generally speaking, of all the Client's data that the Researcher has access to during a Bug Bounty Campaign, as well as all intellectual property rights belonging to them (hereafter "Client Data")

The Reports and their contents become the Client's (or the final Client's) exclusive property as soon as the Client validates the Reports on the Platform and has paid the Researcher who wrote it.

9. EULA breach

In the event of a breach of the obligations of the EULA by the Researcher, or of their obligations towards the Client regarding a Bug Bounty Program that they accepted, and/or applicable laws or regulations, Yogosha reserves the right to take any measures they deem appropriate and in particular to delete the Security Reports, to suspend and/or delete the Researchers User Account, following the warning of a breach or, in the case of a repairable breach, following an initial formal notice to comply within a reasonable time frame, which remains outstanding.

All breaches by the Researcher liable to jeopardise confidentiality, intellectual property rights, and/or the Platform's security and/or the Client's data constitute a major breach, against which Yogosha will be able to take the aforementioned measures as soon as they are informed of the Researcher's misconduct.

The described measures in the Article herein are without prejudice of any other of Yogosha's rights and actions, notably the damages and interest Yogosha could claim.

10. Personal data

In the context of the provision of the Platform, Yogosha may be required to process personal data relating to the Researcher. Yogosha will carry out the processing of this information whilst ensuring the Researcher's privacy is respected, and commits to protecting any personal data, by ensuring confidentiality and security, in accordance with the applicable provisions, in particular the GDPR and the French law n°78-17 named "Loi Informatique et Libertés" (hereafter "Applicable Regulation")

The Article herein only affects the Researcher's personal data that is processed by Yogosha in the context of the use of the Platform. To know more about the data processed by Yogosha when accessing and using the Yogosha website (accessible via the URL link: <https://yogosha.com/fr/>), please consult Yogosha's website confidentiality policies here: <https://yogosha.com/fr/politique-de-confidentialite/>.

10.1 Categories of the Personal data treated and purposes

Yogosha may have to collect and process personal data :

- when the Researcher registers on the Platform ;
- to validate the Researcher's identity and forward their financial information to the MANGOPAY company ;
- when the Researcher uses the Platform, notably by participating in Bug Bounty Campaigns ;
- when a Security Report containing personal data is submitted to Yogosha and the Client by the Researcher ; and
- when the Researcher contacts Yogosha for any questions and/or to benefit from Yogosha's support.

The following chart presents in a detailed manner how the Researcher's personal data is used, as well as the legal basis on which Yogosha relies to process this data.

	Purposes of the processing procedure	Categories of the personal data processed	Legal basis of the treatment
When the Researcher registers on the Platform	Creation of the User Account	<ul style="list-style-type: none"> - name*, first name; - date of birth* ; - sex* ; - e-mail address* ; - country of residency* ; - link to the Researcher's Twitter account ; - link to the Researcher's Linkedin account ; - link to a blog/personal website 	<p>The compulsory data (marked by an asterisk*) is necessary for the execution of the contract (the EULA) on the terms that Yogosha makes available to the Researcher on the Platform.</p> <p>The other, non-compulsory, data can be collected by Yogosha with the Researcher's consent, with the goal of better understanding the Researcher's abilities in order for them to be clearly identified on the Platform.</p>

<p>To validate the Researcher's identity and forward their financial information to the MANGOPAY company</p>	<p>Payment to the Researchers for the Vulnerability Reports</p>	<p>- IBAN and BBAN</p>	<p>The data is necessary for the execution of the contract (the EULA) under the terms provided by Yogosha to the Researcher and Associated Services.</p>
<p>When the Researcher uses the Platform</p>	<p>Multifactor Authentication (2FA)</p>	<p>- Telephone number</p>	<p>The data is necessary for the execution of the contract (the EULA) under the terms provided by Yogosha to the Researcher and Associated Services.</p>
<p>When a Security Report containing personal data is submitted to Yogosha and the Client by the Researcher</p>	<p>Council and support for the Researcher throughout the drafting of a Security Report</p>	<p>All personal data susceptible to be included in a Security Report written by the Researcher following the security test and the intrusion of a Clients IT systems. This data is described but is not included in the report. Only the flaw that allows access to this data is described, as well as the paths to the data. For information, the Report could contain access to the final Client's commercial data, banking data or employees' personal data – depending on the perimeters tested.</p>	<p>This data is not consulted, processed or archived.</p>

<p>When the Researcher contacts Yogosha for any questions and/or to benefit from Yogosha's support</p>	<p>Answers to the questions asked by the Researcher relative to the Platform</p>	<p>All personal data susceptible to being provided by the Researcher throughout the exchange with Yogosha, as well as data susceptible to being requested by Yogosha in order to allow them to respond to the Researcher's demands</p>	<p>The data is necessary for the execution of the contract (the EULA) in order to allow Yogosha to respond to the questions answered by the Researcher.</p>
--	--	--	--

10.2 Conservation timeframe

Yogosha retains the Researcher's personal data throughout the complete period that the Platform is in use by the Researcher, specifically the duration of the Researcher's User Account, plus the applicable statute of limitations (generally five years from the moment the User Account is closed and/or the EULA is rescinded).

10.3 The Recipient of the data

The Researcher's personal data can be made accessible to :

- Yogosha's internal teams in charge of treating the data for the purposes stated in the herein Article ;
- The MANGOPAY company, in order to manage the financial transactions for the Researcher's account ;
- The other Researchers and/or Clients, who have the possibility of consulting the Researcher's profile via the Platform ;
- The public authorities, when Yogosha is obliged to disclose data as required by the Applicable Regulation and ;
- The company who handles the double-authentication to secure the access to the Platform, KeyCloak ;

10.4 Subcontracting

Yogosha calls on service providers acting as subcontractors under the Applicable Regulation in order to execute services relating to certain implemented procedures. Most notably, they are service providers for Web hosting services and IT maintenance or database management. These service-providers only act on Yogosha's instruction and are held to the same security and confidentiality obligations as Yogosha.

In order to understand its users' behaviour and to improve its UX, Yogosha calls on analysis tools. These tools do not sell any personal information or personal data they collect. They share information and data with select third parties, but only in connection with providing their application services to Yogosha or when they have a legal basis for such sharing.

10.5 The transfer of personal data outside the European Union

The Researcher's personal data is treated by Yogosha within a Member State of the European Economic Area (EEA).

Nevertheless, some of the Researcher's personal data processed by Yogosha, for the security needs of the Platform (multi-factor authentication), could be transferred to the United States of America. Yogosha ensures that these transfers are supervised by appropriate guarantees under Article 46 of the GDPR, particularly the standard contractual clauses adopted by the European Commission.

10.6 Researcher's rights regarding personal data

The Researcher has a right of access, to rectification, to portability, to erasure of their personal data, a right to restriction of processing as well as a right to object.

The Researcher also has a right to send Yogosha special directives relative to the rights relative to their data in the case of death.

To exercise their rights, the Researcher can address a request via e-mail at dpo@yogosha.com. If need be, Yogosha may have to ask the Researcher to provide documents justifying their demand and enabling proof of their identity.

Finally, if the Researcher feels that the rights regarding his data have not been followed, they can also address a complaint to the CNIL.

10.7 Cookies

Yogosha reserves the right to put in place a tool in order to analyse the user's behaviour. The data consequently processed is anonymous and used to trace how the Platform is being used in order to improve the interface.

11. Force Majeure

The responsibility of the parties in the event of non-execution of one of their obligations under the EULA will not be taken into consideration when said non-execution is the result of an event that presents characteristics of Force Majeure, as defined by article 1218 of the French Civil Code.

If the Force Majeure event extends over thirty (30) consecutive days, the party to which the Force Majeure case is opposed, will be able to terminate the EULA in their own right.

12. Various

12.1 Cession

The Researcher acknowledges and accepts that Yogosha can freely transfer the EULA as well as the entirety of the rights and obligations attached to it to any third party, without any prior information or approval from the Researcher. The Researcher accepts that such a transfer releases Yogosha for the future.

12.2 Non-waiver

The fact Yogosha chooses not to use such provisions cannot be considered to be a waiver of the benefits of this provision or the right to subsequently use said provision and/or request compensation for all breaches of this provision.

12.3 Divisibility

If one of the given provisions of the EULA is deemed void or non-valid and is declared as such under the application of law, a regulation or following the ruling of a court of competent

jurisdiction, this jurisdiction will be deemed null and void, without altering the validity of other provisions and will be replaced by a valid provision of equivalent effect, that parties commit to negotiating in good faith.

12.4 Applicable law – Litigation settlement

The EULA is governed by French law.

In the event of litigation relative to the conclusion, execution and/or implementation of the EULA, the parties agree to meet beforehand in order to find an amicable solution to their differences. If no agreement can be found during a thirty (30) day period, as of the written notification of amicable resolution of the addressed litigation by the most diligent party to the other party, the parties agree that their litigation will be resolved by the exclusive jurisdiction of the Nanterre tribunals.

Last update: Jan 13, 2022, Yogosha.