



# TERMS OF SERVICE

APPLICATION DATE : NOVEMBER, 2021

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# Terms of Service

## 1. Our Service

### 1.1 The Platform

The Onceforall Platform (hereinafter referred to as "The Platform") provides companies and their responsible employees (hereinafter referred to as «Users») access to a compliance information management system regarding suppliers, providers or subcontractors (hereinafter referred to as «Suppliers»). The Platform allows companies (hereinafter referred to as «Organisations") to establish and maintain an administrative folder authenticated and updated for you, in order to ensure its distribution to their clients. In this way, Users can view and manage subcontractors' compliance information and control their risk.

### 1.2 The Service Provider

The entity provider of the Platform in the European Economic Area and Switzerland is OFA, S.A.S a French company registered in France (French Registration Number: 527737738), located at 20 Boulevard Eugène Deruelle, 69432 Lyon (France). The Platform is commercialized respectively in Germany and France by OFA GmbH and OFA S.A.S, altogether "the Provider".

## 2. General dispositions

### 2.1 Object of the Terms

The use of the Service, by any User, is subject to these terms and our Privacy Policy as well as a subscription. The conditions to subscribe a Plan are defined in the General Terms and Conditions of Sale (together, «The Agreement»).

We strongly recommend you, to read this Agreement and make sure you understand it. If you do not understand, or do not accept any part of it, then you may not use the Service. The use of the Service acts as your acceptance of these Terms.

### 2.2 Scope of the Terms

Any natural person agreeing to these Terms on behalf of a company, agrees that he/she has authority to act on behalf of that entity, and that the entity accepts this Agreement.

These Terms apply exclusively to "professionals" within the meaning of the Directive n°2011/83 dated October 25th, 2011. A professional is a natural or legal person or partnership with legal capacity who acts in the exercise of an independent commercial or professional activity when they enter into a legal transaction.

These Terms apply exclusively. Any terms or conditions contrary or diverging from these Terms shall not form part of this Agreement.

### 2.3 Amendment of the Terms

Given the innovative nature of the Service covered by these Terms, The Provider retains the right to amend these Terms at any time, in particular due to change in the legal context, technical or subsequent developments, deficiencies of the Terms, changes in market conditions or for any other equivalent reason, and if users are not unduly disadvantaged. Any modification of the Terms will be communicated to the User before its entry into force, by e-mail or in display on the Platform. The use of the Platform following the modifications leads to the tacit agreement of the proposed amendments.

### 3. Use of the Service

The Use of Service is subject to the creation of a user account. The Platform offers a range of Plans and Roles, one is free of charge, when the others are paid services.

You can use parts of the Service, such as invite and resend invitation to subcontractors or see and download their documents, without having a paid subscription. However, you do need to subscribe to a Plan to use some features such as create and manage projects, send reminder on documents or manage organisation users.

#### 3.1 Free use of the Service

The Use of the Service not subject to a paid subscription is effective following the online registration procedure and the use of the activation link in the confirmation e-mail sent by the Platform to the User.

The Online registration can also be completed with the assistance of the Platform's Customer Service Department.

#### Contact :

##### Germany: :

Mail : kontakt.de@onceforall.com

Phone : +49 30 20314 199

##### France :

Mail : sc@attestationlegale.fr

Phone : +33 4 72 38 32 58

At the time of registration, the User is required to provide truthfully and carefully the data collected for the sake of the use of the Service. The User also claims to be a professional and acting within the respect of Section2.2 of these Terms.

#### 3.2 Use of Paid Services

In order to benefit from the extended functionalities of the Platform, the User must subscribe a Plan with a fee. The User has the possibility to choose between different Plans. Each and every one of them, as well as the process to subscribe to such offers, are detailed in our Conditions of Sale.

#### 3.3 Your information

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service.

#### 3.4 Reservation

Any right not expressly granted to you in this Agreement remains the right of The Provider. This means that using the Service does not give you ownership of any intellectual property rights in the content of the Platform. Permission to use the Platform to the extent permitted by these Terms does not constitute a waiver of rights. The rights to these contents belong exclusively to the Provider or its licensors. The contents may only be used within the scope of the contractual use of the Platform detailed in these Terms. Furthermore, such contents, texts, graphics and photographs, may not be processed, downloaded, reproduced, rented, lent, leased, sold, made publicly accessible or distributed in any other way without the express consent of OFA.

Besides, the User has no right to a specific platform design or equipment, the Provider retains the right to modify the Platform or certain functions, services or areas in its sole discretion with effect for the future or to discontinue them in whole or in part, permanently or temporarily.

## 4. Account

The User may access and use the Service as made available to him, as long as he complies with this Agreement and the Law.

### 4.1 Account

Upon successful registration, the Provider will provide the User with an account.

Then, the User must connect his account with an Organisation, or create one if necessary.

Once that is complete, the User will be in capacity to access the Service, under the conditions of its plan.

### 4.2 Account Suspension and Termination

#### 4.2.1 Termination by the User

##### 4.2.1.1 Termination of a Free Subscription

The use of a free subscription is governed by a fixed-term contract. The User is required to respect its duration, unless he proves that the Service Provider is at fault in the performance of the present contract.

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##### 4.2.1.2 Termination of Paid Services

The use of Paid Services is governed by fixed-terms contract. The User cannot terminate its subscription, unless he can prove a breach of contract from the Provider.

#### 4.2.2 Termination by the Provider

The Provider retains the right to block an account/terminate a subscription without notice if the User has breached its obligation or if there are indications that third parties have unauthorized access to login data. The Provider will consider the legitimate interests of the User when deciding whether or not to block connection data.

The User will be notified about the reason for suspension by the Provider, unless we think that to do so would violate the law or put other Users or the functioning of the Platform at risk.

### 4.3 Consequences of the Termination

Upon termination of access rights to paid functionalities, the User will be deprived of said functionalities, and will benefit only from the so-called «free» functionalities.

In the event of a manifest violation of these terms and/or the Agreement, the User may also be exposed to the risk that access to the so-called «free» functionalities may be withdrawn.

If a User believes their account has been terminated in error, they may contact the Provider to appeal this decision.

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## 4.4 Connection data

The account is protected by a username and a password (hereinafter referred to as «login data»), which are defined at the time of registration

## 4.5 Processing of connection data

In order to protect their account, the User is required to keep the platform access data secret and to protect it from unauthorized access by third parties. Connection data must not be made accessible or transmitted to third parties. The User is solely responsible in case of misuse. In the event of loss of connection data or suspicion that a third party has knowledge of it or is using the User's account, the User must immediately inform the Provider and modify his connection data.

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As stated in Section 4.2.2, the Provider may terminate the subscription or block an account in case of breach in confidentiality obligation.

## 5. Service Description

### 5.1 Description of the services provided

The use of the Service and the range of features offered to Users is based on the Plan or type of subscription activated. As detailed in Section 3, some features are available free of charge, while some are only available after Paid Services have been subscribed.

The unrestricted use of the Platform allows the User to:

- Manage his profile,
- View subcontractors,
- Invite & resend invitations to subcontractors,
- View organisation data,
- View projects,
- View and download subcontractor's documents.

It is not possible for the user of a free account to upload documents for their own Organisations.

## 5.2 Quality Check and Control

The Provider verifies the formal accuracy and quality of the documents filed in. The Provider takes the following actions to this end:

- Checking the readability of documents,
- Verification of compliance of the designated issuer of the documents with the specific project requirements specified by the User,
- Verification of completeness of the documents in relation to specific requirements of the project specified by the User.

If there is any doubt regarding the quality of the document, the Provider will contact, by e-mail or telephone, the filing User or the issuing authority to clarify the origin and quality of the document.

## 5.3 Alerts

The Provider offers to set-up an alert system in order to inform the User about the status of the documents submitted.

More specifically, the Provider sends the following warnings to users of Suppliers whose role is the Account Manager one:

(1) Individual notifications by e-mail according to the following calendar: the 1st of the month, the 6th of the month, the 11th of the month, the 16th of the month, the 21st of the month and the 26th of the month, only for documents with the following status:

- «Almost expired.»
- «Expired.»
- «Waiting for signature.»

(2) Individual notifications by e-mail after the rejection of a document following a formal review of the document, accompanied by a full explanation identifying the reasons for the rejection.

## 5.4 Progress Report

The Provider will inform its Users of the respective status of a document as follows:

- "Invalid" if the document has not been filed or is no longer valid. This status is also displayed for documents that have been rejected after a quality check,
- "Waiting for verification" if the document has been filed in and is currently upon quality check and control in accordance with point 5.2,
- "Waiting for signature" if the document is waiting for signature,
- "Waiting for gathering" if the document must be collected from a third-part body and this operation is currently underway,
- "Valid" if the document went through successfully the quality check and control in accordance with point 5.2,
- "Signed" as soon as the document has been signed by the named signatory,
- "Rejected" if the document has been rejected during the quality check and control in accordance with point 5.2,
- "Almost expired" if the document is valid expires within the coming days,
- "Expired" if the document uploaded is not valid anymore,
- "Not-applicable" if none of the previous status may apply.

## 6. User Responsibility

Each User is solely responsible for his use of the Platform, but also for the use made of it from his account. The User undertakes to use the Services under reasonable conditions and not to hinder the use of other Users.

### 6.1 Obligations regarding recorded data

User information and data filed on the Platform must be provided in a complete and truthful manner. The information must always be updated immediately in case of changes through appropriate account management.

## 6.2 Responsibility of the User for the data and content filed in

The User is required to check the accuracy, completeness and validity of information, data and content required on the platform, in particular the documents filed in.

By using the Platform, the User warrants other Users and the Provider that the documents filed are original, complete and valid at the time of filing. The User is solely responsible for all damage suffered by the Provider due to the absence of the guaranteed characteristics. The controls carried out by the Provider in accordance with section 5.2, do not in any way release or limit the User from the above responsibilities.

## 6.3 Duty to cooperate

The User must check the validity date and update of documents filed in, as well as take note of the warnings issued by the Provider. Each user undertakes to immediately notify the Provider of any errors, omissions or discrepancies found in the documents filled in.

The User may contact the Provider:

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## 6.4 Reporting obligation

The User undertakes to inform the Provider immediately of any disruption in the use of the Platform, by e-mail or by telephone, the reported disruptions will be processed by the Provider immediately.

The time required to correct the defect will depend on the severity of the problem.

The User may contact the Provider by:

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## 6.5 Legal obligations

By using the Platform, each User acknowledges that they are fully aware of their obligations with regard to the provisions relating to the fight against illegal employment, the civil and criminal consequences of any violation thereof, the consequences of the absence of compulsory insurance and, more generally, all the legal obligations applicable to them. The use of the Platform's services does not relieve the User of his responsibility in accordance with the legal provisions applicable to him.

## 7. Service Availability

### 7.1 Technical equipment

The User is responsible for the configuration of his computer equipment and in particular the security parameters to protect his system against computer viruses, computer worms, Trojan horses or similar malware.

### 7.2 Availability of the Platform

The Platform is accessible 24 hours a day, 7 days a week.

The Provider commit to maintain a minimum availability rate of 95% (excluding scheduled maintenance) from Monday to Friday from 8:30 am to 6:00 pm excluding public holidays.

Times of unavailability due to maintenance work as well as restrictions or failures of the Platform due to circumstances beyond the Provider's sphere of influence and responsibility (force majeure, fault of third parties, disruption of telecommunications lines etc.) are not covered by this availability.

The Provider will do everything reasonable to ensure that such interruptions last as short as possible and occur rarely. Routine maintenance work shall be carried out outside the core operating hours as far as possible. If possible, The Provider will inform the Users in advance about maintenance work that is expected to last longer than 6 operating hours.

### 7.3 Authority to make changes

The Provider is entitled to change the platform, in particular to carry out further technical developments in order to improve the overall functioning of the Platform and more specifically, the security or stability of the Service.

## 8. Rights of use

### 8.1 Granting of rights

The User grants the Provider a non-exclusive, temporally and locally unlimited right of use to the content filed in. The Provider is entitled at any time to use all or part of the contents within the scope of fulfilling the purpose of its Service and the Agreement.

The Provider is entitled to display and make available to other Users the contents posted on the Platform. Access to the documents deposited by the Users is granted for the entire duration of the online placement and archiving. The User permits the Provider to share all archived documents during the entire archiving period to associated Users who were granted access to those documents.

### 8.2 Guarantee of ownership of rights

The User guarantees that they are entitled without restriction to use the Services as described in Section 6 above. The User guarantees that no rights of third parties are infringed by the contractual use of the contents within the scope of these Terms.

### 8.3 Permission of use

The Provider grants Users permission to use the brand "Attestation Légale" or "Once For All" on their own website and in their own commercial documents in order to draw attention to the means implemented to comply with its legal obligations.



## 9. Liability

### 9.1 General Dispositions

In the context of performance of the Services, the Provider is bound only by a best-efforts obligation.

The Provider shall only be liable for damages arising from a breach of an essential contractual obligation (so-called cardinal obligations within the meaning of case law). Material contractual obligations are those obligations the fulfilment of which is essential for the proper execution of these Terms and the compliance with which the contractual partner regularly relies on and may rely on.

The Provider will implement secure technical means to ensure availability of data on the Platform, traceability of connections made on the site and identification of Users, as well as quality check of the documents filed in by the Users, functionalities related to the management of sharing and confidentiality areas and alerts.

Nothing in this Agreement is intended to exclude or limit any party's liability for: death or personal injury, fraud, fraudulent misrepresentation, or any liability that cannot be excluded or limited by law.

### 9.2 Liability according to amount

In the event of a breach of a cardinal obligation, liability shall always be limited to compensation for damage foreseeable and typically occurring at the time the contract was concluded, except in cases of intent or gross negligence.

### 9.3 Liability for the uploaded data

The data and deposited contents, specifically the documents, provided by the Users of the Platform are exclusively created by them or requested and obtained by the Users or the Provider from third parties and represent third-party contents for the Provider. depositing users are solely responsible for ensuring that the data and content sent to the Provider are complete, correct and valid.

The Provider does not assume any guarantee or liability for the content or correctness of the content and data posted on the platform or the projects created on it. Nevertheless, the Provider is responsible for a faultless execution of the formal examination according to Section 5 of these Terms.

## 10. Duration

### 10.1 Free use of the Service

The User's rights come into force following the subscription, on his behalf, of a free subscription by the Subscriber, starting from the activation of his user account

The use of a free subscription is subject to tacit renewal.

### 10.2 Utilisation de Services payants

The User's rights come into force following the Subscriber's subscription on his behalf, starting from the activation of his user account.

The specific conditions depend on the chosen Plan and are governed by the General Terms and Conditions of Sale.

The use of a paid subscription is subject to tacit renewal.

## 11. Confidentiality and data protection

The parties undertake to process the data filed in for the purpose of the Platform. The Provider treats personal data of users confidentially and in accordance with the statutory data protection regulations.

The parties undertake to make confidential information available only to employees who need it in order to fulfil the purpose of the Service, to inform these persons of the confidential nature of the information before it is communicated, to guarantee that these persons observe confidentiality and, in this respect, to find all necessary means to ensure physical security and integrity of confidential information.

The confidentiality obligation shall continue to apply for a period of five (5) years after the end of the legal relation between the parties.

The User may find a more complete description of our policy regarding confidentiality and data protection in our Privacy Policy.

For the purpose of promoting interoperability with related solutions, OFA is currently in partnerships with third party companies that allow for the sharing of data regarding the User, such as the status and content of the administrative file. The list of partner companies can be provided by OFA through a simple request by the User.

## 12. Final legal provisions

### 12.1 Governing Law

The Agreement, and your relationship with the Provider under this Agreement will be governed by the laws of the country of residence of the entity commercializing the Platform, either for Germany OFA GmbH or for France, OFA. Judicial proceedings may be brought before local courts according to the same criteria.

### 12.2 Text form

All communications in application of these Terms shall be in text form, allowing traceability of receipt by the other party (registered letter with acknowledgement of receipt, facsimile, e-mail).

### 12.3 Disclaimer

By law, consumers have certain rights that cannot be excluded or altered by a contract. Nothing in these Terms affects those rights you may have as a consumer. Other than as expressly stated in the Terms or as required by law, the Provider does not make any specific promises about the Service.

### 12.4 Severance

If it turns out that a particular term of these Terms is not enforceable for any reason, this will not affect any other terms.

### 12.5 Assignment

The Provider may transfer all or part of this Agreement to an Affiliate or, if the Provider is sold, to a third party.

### 12.6 No Waiver

If you do not comply with this Agreement and we do not act immediately, this doesn't mean that we are giving up any rights that we may have (such as the right to take action in the future).