AtikTeam Terms of Service

Version 4, dated *October 14, 2026*

The Client acknowledges that subscribing to and using Demotera's AtikTeam service are subject to the acceptance of, and full compliance with, without reservation or restriction, the following terms.

This English version is provided for information only. In case of discrepancy, the French version prevails.

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Art. 1 – Subscription to AtikTeam

The AtikTeam service, also referred to below as "the Service" or "AtikTeam", is a service provided by the company Demotera. The provision of this *Service* to the *Client* is referred to as the *Subscription*.

Any use of the Service implies that the Client agrees to comply with these terms of use.

Demotera reserves the right to amend these Terms in order to cover new use cases or to comply with legislation. The reference text, which should therefore be consulted regularly, is available at any time at the following address: https://www.atikteam.com/fr/cgv (English translation: https://www.atikteam.com/en/terms-of-sale).

The terms in force are those of the document available online at the address above. If the *Client* disagrees with new terms, it may terminate its subscription.

Art. 2 – Definitions

In these Terms, the following terms have the meanings given below:

— *Client*: the natural or legal person subscribing to the AtikTeam service and accepting these Terms;
— *Private Space*: virtual data space accessible only to the *Users* authorized by the *Client*;
— *User*: natural person with access to a *Client*'s *Private Space* on the AtikTeam service;
— *User Account*: information about a *User*, including in particular their *Credentials*;
— *Credentials*: pair consisting of a *User*'s username and password, used to identify a *User* in a *Private Space*;
— *Plan*: offer defined by the size of the resources made available to the *Client*;
— *Hosting Platform*: hardware and software, administered solely by Demotera, that run the AtikTeam service and remain the full property of Demotera;
— *Web Browser*: software used to display and send information transmitted via the HTTP protocol in HTML format;
— *Subversion Client*: software used to exchange data with a Subversion server using the standard protocol;
— *Reasonable Efforts*: undertaking relating to the measures taken by Demotera to ensure the quality of the Service, but not to the result.

Art. 3 – Third-Party Operators and Technical Requirements

The *Client* must first hold a subscription with an Internet service provider, and have all the infrastructure required to use that Internet access (computers, modem, cables, etc.).

In addition, the computers accessing AtikTeam must run one of the following operating systems, in a recent version:

— Microsoft® Windows®[1]
— Apple® macOS®[2]
— GNU/Linux

The system must have one of the following *Web Browsers*, in a recent version released less than one year ago:

— Mozilla® Firefox®[3]
— Google Chrome
— Safari®[4]

It should be noted that, whatever the operating system from the list above used by the *Client*, there is at least one free *Web Browser* and one free *Subversion Client* allowing full use of the AtikTeam service. They therefore entail no additional cost for the *Client*.

Art. 4 – Description of the Service

4.1 General Principle

Demotera operates a paid project management service intended for businesses. This service relies on

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[3] Mozilla® and Firefox® are registered trademarks of the Mozilla Foundation.
[4] Safari® is a registered trademark of Apple Inc.

Demotera's *Hosting Platform*, and is accessible only via the Internet.

To use the Service, the *Client* must therefore connect to the Internet, then to the AtikTeam service using the addresses provided at the time of subscription.

The *Client* has access only to its *Private Space*, from which it is responsible for the content of the data, as well as for the creation or deletion of projects and *User Accounts*, within the limits set by the size of the subscribed *Plan*.

4.2 Scope of Use

The AtikTeam service is designed to enable businesses of all kinds to organize their projects, coordinate the work of project members and simplify internal communication.

However, it is not designed for the *Client* to make its access public, in particular by publishing *Credentials*. The *Client* undertakes to comply with this rule in particular, and to stay within the scope of use in general.

4.3 Resource Plans

Demotera offers a set of non-cumulative *Plans*, each representing a certain amount of resources made available to the *Client*. A *Plan* is characterized in particular by the size of the *Private Space* and by the number of *User Accounts* that can be activated. As the exact size of each *Plan* is subject to change, the *Client* shall refer to the price list and technical specifications of the offers in force at the time of subscription. The *Client* chooses, according to its own needs, the *Plan* it wishes to use. It then chooses the duration for which it wishes to use its *Plan*. Finally, the *Client* may opt for automatic renewal of the *Subscription* at each expiry date. The *Client* may then make full use of the resources of the subscribed *Plan* for the chosen duration.

4.4 Subscribing

Subscribing takes the form of a payment by the *Client* of the amounts due, corresponding to the price of the AtikTeam *Plan* made available to the *Client* for the total duration of the subscription.

4.5 Automatic Renewal

The *Client* opts for automatic renewal at each expiry of the *Subscription*. In this case, the *Service* will not be interrupted and the *Client* will automatically be invoiced for a renewal of the previously subscribed offer at each expiry of the *Subscription*.

4.6 Technical Changes to the Service

Demotera undertakes to work on the continuous improvement of its service for the convenience of its clients. This improvement will take the form of updates to the service, which may change its form, presentation, mode of use and other characteristics, without changing its main function. In return for this continuous improvement effort from which it benefits, the *Client* waives any right to demand a return to a previous version.

Finally, Demotera reserves the right to make improvements to its service for a specific *Client*, which are therefore not released to all *Clients*.

Art. 5 – Demotera's Commitments

5.1 Technical Means

As a technical intermediary providing online *services* through its *Hosting Platform*, Demotera undertakes to:

— give the *Client* access to the services subscribed to as soon as possible;
— make constant efforts to ensure continuous availability of the services;
— take the necessary measures to provide itself with a high-quality, reliable, secure and controlled infrastructure;
— intervene as quickly as possible in the event of a technical incident in order to restore the services.

Although Demotera undertakes to make efforts to ensure the *Client*'s convenience, the *Client* acknowledges that Demotera's commitment relates only to the means employed.

5.2 Confidentiality of Client Data

The data relating to the *Client*'s business (postal and email address, activity, etc.) provided at the time of subscription are used exclusively for account management and for business relations between the *Client* and Demotera.

Only the staff of Demotera or of its subcontractors are authorized to access the *Client*'s data stored on the *Hosting Platform*. Under no circumstances will Demotera or a subcontractor use the content of this data for commercial purposes. However, this data may be processed automatically or manually for maintenance or restoration operations.

None of the information stored by the *Client* on the *Hosting Platform* will be disclosed to a third party, except at the request of a court or of a competent governmental or judicial authority.

Demotera undertakes to implement a security policy enabling the *Client* to ensure that access to its *Private Space* is restricted to its *Users*. This is, however, a *Reasonable Efforts* undertaking, and Demotera cannot be held liable for damage resulting from a data leak.

Art. 6 – Client's Responsibility

6.1 Suitability of the Service for the Client's Needs

Demotera cannot be held liable if its *services* do not meet the *Client*'s needs, which are consequently excluded from the scope of the agreement. The *Client* acknowledges having, prior to subscribing, verified that the service meets its needs, reviewed the technical information and obtained all the advice from third parties necessary for this purpose.

6.2 Information Security

The confidentiality of information passing through infrastructure not controlled by Demotera, for example the Internet or the *Client*'s other networks, cannot be guaranteed by Demotera. Accordingly, Demotera cannot be held liable for any lack of confidentiality on such networks.

Demotera undertakes to implement a backup procedure for the data stored by *Clients*, in order to reduce the risk of incidents affecting the integrity of such data. This is a *Reasonable Efforts* undertaking, and under no circumstances can Demotera be held liable for any loss of *Client* data, whether or not resulting from an action by the *Client*.

It is therefore the *Client*'s responsibility to protect itself against these risks, in particular by making regular backups of its sensitive data. Demotera cannot be held liable for damage suffered by the *Client* as a result of the total or partial unavailability of the service or of the *Client*'s data.

6.3 Confidentiality of Credentials

Demotera cannot be held liable for any use of the service by a person not authorized by the *Client*. Demotera merely provides the *Client* with a system for authenticating users by means of *Credentials*, the distribution of which is then the sole responsibility of the *Client*.

The *Credentials* required to use a *User Account* are strictly personal and confidential. The *Client* undertakes to ensure their confidentiality by disclosing them only to the *Users* concerned. It must also ensure the strength of the passwords chosen by the *Users* of its *Private Space*, so that the accounts are not used by unauthorized third parties.

In the event of loss or theft of any of its *Credentials*, the *Client* must change the access password without delay.

If the *Client* suspects fraudulent use of *Credentials*, it must change the access password without delay, and inform Demotera so that the necessary measures can be taken to protect the security of the service.

The *Client* acknowledges that Demotera is under no general obligation to monitor the content or transactions transmitted or stored through it on its services. Although Demotera reserves the right to carry out checks in the course of maintenance or improvement of the service, Demotera cannot be required to actively investigate the causes, facts and circumstances of any action on a *Client*'s *Private Space* that is detrimental to that *Client*.

6.4 Limitations of Demotera's Liability

Demotera therefore does not provide compensation for any direct or indirect, material or immaterial damage caused by the use of any of its services.

It is the *Client*'s responsibility to take out insurance covering this type of risk, or to self-insure.

Furthermore, the *Client* is solely liable for any direct or indirect, material or immaterial damage caused by itself or by a third party with access to the *Service*, affecting Demotera or any third party as a result of the lawful or unlawful use of the service.

Demotera reserves the right to reject files deemed unlawful, technically incompatible with the *Hosting Platform*, or abnormally detrimental to its performance.

Should Demotera's liability be established, compensation for the damage suffered shall not exceed the amount of the *Client*'s current subscription.

Art. 7 – Availability of the Service

7.1 Technical Interventions by Demotera on the Services

The *Client* acknowledges that the service it subscribes to may be temporarily unavailable during a technical intervention by Demotera on the *Hosting Platform*. Such an intervention may be due, by way of example and without limitation, to:

— a technical malfunction of the service that Demotera must correct;
— maintenance of the services;
— an update of the services;
— an issue that may compromise the security of the data hosted by Demotera;
— a request from the *Client*.

The *Client* accepts that these interventions may cause a temporary interruption of the services it subscribes to. Under no circumstances shall such temporary unavailability of the *Service* give rise to any liability on the part of Demotera. For its part, Demotera undertakes to implement means to reduce the duration of service interruptions as much as possible and, as far as possible, to schedule interventions outside peak usage hours.

7.2 Unavailability due to Force Majeure

Demotera shall be fully released from liability if the non-performance of one or more of the obligations under these Terms results from a case of force majeure.

For the purposes of these Terms, a case of force majeure is established if it falls within one or more of the following categories:

— criteria usually applied by French case law;
— failure of a hosting provider subcontracted by Demotera;
— fire or flood in technical premises;
— cyberattack directed against Demotera's network;
— more generally, any unforeseeable event beyond Demotera's control preventing the performance of the commitments under these Terms.

Upon the occurrence of such an event, referred to as force majeure, Demotera's obligations under these Terms and under the Subscription Agreement are suspended.

In particular, the Subscription Agreement may be terminated automatically by Demotera if the force majeure event continues for more than one (1) month, in accordance with the provisions of section 8.3.

7.3 Unavailability of the Service due to a Third-Party Operator

The *Client* acknowledges that its ability to use the *Service* depends on third-party operators, such as its Internet service provider or any other intermediary connecting its infrastructure to Demotera's infrastructure. Under no circumstances can Demotera be held liable for the consequences of its services being inaccessible due to a malfunction of a third-party operator.

Art. 8 – Term of and Changes to the *Subscription*

At the time of subscribing, the *Client* must provide Demotera with a valid email address, which will be used for communications with the *Client* and for sending invoices.

8.1 Term of the *Subscription*

The Subscription Agreement takes effect on the day it is accepted by the *Client*, unless otherwise stated in the document. Any subscription period accepted by the *Client* is due in full by the *Client*. The selected formula and its duration are detailed in the invoice accepted at the time of subscription. The total duration of the *Subscription* is set by the agreement.

8.2 Changing Plans

The *Client* may change the *Plan* made available to it, for example to obtain more resources, while keeping its data in its *Private Space*. A change of *Plan* is made at the *Client*'s request to Demotera, and gives rise to a new agreement at the price of the new *Plan*.

8.3 Termination of the *Subscription*

8.3.1 At the Client's Initiative

The *Client* must give two weeks' notice to request that the automatic renewal of the *Subscription* be stopped. In the event of a commitment period, the entire commitment period is due by the *Client*. The *Client* must itself take, within the time remaining until the last day of validity of the agreement, all necessary steps to retrieve its data.

8.3.2 At Demotera's Initiative

Demotera may terminate the *Subscription* for one or more of the following reasons:

— failure to pay the amounts due under the *Subscription*;
— inaccuracy of the contact details provided by the *Client*, including the email address used by Demotera to contact the *Client*;
— serious and deliberate disruption of Demotera's services through use inconsistent with the scope of use set out in section 4.2;
— breach by the *Client* of its obligations under these Terms, in particular use of the AtikTeam service in breach of these provisions;
— force majeure as defined in section 7.2.

The *Subscription* will then be terminated automatically by Demotera fifteen days after a formal notice, sent to the *Client* by registered letter with acknowledgment of receipt, has remained without effect.

In the event of such termination, the *Client* shall not be entitled to any refund of amounts already invoiced by Demotera, nor to any compensation.

8.3.3 Deletion of Free Private Spaces

Demotera reserves the right to offer some users free access to its services. The owner of a free *Private Space* then acknowledges Demotera's right to delete all or part of the hosted data after simple notice sent by email at least 7 days before the actual deletion.

8.3.4 Deletion of Data

On the day following the expiry of the *Subscription*, access to the service will be disabled for the *Client*. For the *Client*'s peace of mind, Demotera undertakes to keep the *Client*'s data for an additional thirty days. This provision is intended, on an exceptional basis, to allow the *Client* to change its mind within this period and recover its data, subject to a new valid agreement allowing its *Private Space* to be reopened. At the end of this thirty-day period, Demotera undertakes that all of the *Client*'s data will be deleted from Demotera's *Hosting Platform*, without any backup. The *Client* undertakes not to abuse

this provision, which may be used on an exceptional basis only.

8.4 Changes to the Terms at Demotera's Initiative

The terms, technical characteristics and limitations, and prices applicable to each offer and to each optional resource are those in force when the *Client* subscribes to AtikTeam. They are permanently available on the website https://www.atikteam.com in electronic formats allowing the *Client* to view and save them.

Subscription Agreements, including the prices of the services and the size of the *Plans*, are subject to change by Demotera. Successive versions of the terms, prices and characteristics of the *Plans* will be published on https://www.atikteam.com. *Clients* will be informed through their AtikTeam application of the entry into force of new Terms. The *Client* acknowledges that any new terms accepted entirely replace the previous terms relating to the AtikTeam offer.

If the *Client* refuses the new terms, it must stop the automatic renewal of the *Subscription* immediately.

Art. 9 – Invoicing and Payment

The *Client* must pay, or arrange payment of, its invoices by direct debit, bank transfer or check.

For payment by direct debit, the *Client* must complete, sign and return to Demotera without delay the "direct debit authorization" form provided upon registration, together with its bank details. The service will only be activated or reactivated once Demotera has received these documents.

For payment by bank transfer, the *Client* must instruct its bank to make a transfer to Demotera for the amounts invoiced by Demotera. The service will only be activated or reactivated once Demotera has received the transfer.

For payment by check, the *Client* must send a check payable to Demotera upon receipt of the invoice by email. In the case of payment by check, the service will only be activated or reactivated once Demotera has received the check.

Demotera does not send invoices by mail. When an invoice is issued, Demotera sends a copy to the *Client* at the email address provided by the *Client* when subscribing. The *Client* can thus view, print and save it upon receipt.

Checks and other payment-related documents must be sent to the company's registered office.

Any disagreement by the *Client* regarding invoicing or the nature of the services must be expressed in a reasoned letter sent by registered mail with acknowledgment of receipt within fifteen days of the invoice date. The *Client* acknowledges that the absence of such a letter constitutes acceptance of the amount and of the services invoiced.

All invoices issued by Demotera are payable upon receipt. However, the *Client* has seven calendar days to make payment. After this period, Demotera reserves the right to temporarily suspend access to its services until full payment of all amounts owed by the *Client* to Demotera.

Any invoice not paid by its due date shall bear interest, automatically and without prior formal notice, at the French statutory interest rate in force.

9.1 Invoicing Frequency

An invoice is issued at the beginning of each *Subscription* period, for the subscribed duration.

Art. 10 – Withdrawal Period

The *Client* has seven days to exercise its right of withdrawal, without having to give reasons or pay penalties.

The period mentioned in the preceding paragraph runs from the acceptance of the offer.

To exercise its right of withdrawal, the *Client* must send its request in writing, by letter with acknowledgment of receipt, to Demotera's registered office.

Art. 11 – Intellectual Property Rights

All copyrights, trademarks, other distinctive signs and intellectual property rights, in particular relating to the elements on Demotera's website or made available to the *Client* as part of a service, remain the full and exclusive property of Demotera, and the *Client* may not claim any transfer of rights. The software designed by Demotera or used for the purposes of its services constitutes works of authorship. No copying, reproduction, translation, transcription, addition to or modification of the software or associated documentation is permitted, except for elements explicitly available under a free or open-source license, such as the GPL, BSD or Creative Commons licenses. Any use other than that expressly provided for by these Terms or by the technical or specific conditions, i.e. as necessary to use Demotera's services during the agreement, is prohibited and subject to civil and criminal penalties, and may give rise to the *Client*'s liability towards Demotera or any rights holder. Finally, the *Client* undertakes not to claim any ownership of the machines, media or infrastructure made available to it by Demotera as part of its services.

Art. 12 – Assignment of the *Subscription*

The *Client* acknowledges and accepts that Demotera reserves the right to transfer the rights and obligations under the *Subscription* to another company of its choice.

The *Client* also acknowledges that it has no right to assign the *Subscription*, and therefore may not transfer the service, whether for consideration or free of charge, to a third party.

Art. 13 – Personal Data Protection

In accordance with the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and the French Data Protection Act (Loi Informatique et Libertés), the *Client* has, in particular, a right of access to and rectification of the data concerning it.

Art. 14 – General Provisions

These Terms cancel and replace all previous terms relating to a *Subscription* to the AtikTeam service.

In the event of ambiguity or contradiction between these Terms and any other document produced by Demotera or appearing on the website www.atikteam.com, these Terms shall prevail.

The information on the various pages of the website www.atikteam.com, including features, documentation and prices, is provided for information only, and Demotera may change it at any time without notice. Only the Subscription Agreement and these Terms define the contractual scope.

If any clause of the agreement is held void, in particular pursuant to a law, a regulation or a court decision, the other clauses shall not be affected and shall remain in full force and effect between the parties.

Any exceptional tolerance by Demotera of a contractual breach by the *Client* shall not constitute a waiver by Demotera of its right to rely on it.

These Terms are governed by French law.