

GENERAL TERMS AND CONDITIONS OF SALE AND SUBSCRIPTION

Business · Côte d'Ivoire

CÔTE D'IVOIRE

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CONTRACTUAL DOCUMENT · ENGLISH TRANSLATION, THE FRENCH VERSION
PREVAILS

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ARTICLE 1 — PARTIES AND RECITALS

1.1 The Provider

These general terms and conditions of sale and subscription (the “General Terms and Conditions”) are offered by **LL REMAKE AFRICA**, a limited liability company (société à responsabilité limitée) incorporated under Ivorian law with a share capital of 1,000,000 FCFA, whose registered office is at Abidjan Cocody, Riviera 3 Triangle, lot 253, îlot 21, Côte d’Ivoire, registered with the Trade and Personal Property Credit Register (Registre du commerce et du crédit mobilier) under number CI-ABJ-03-2026-B13-09907, unique identifier CI-2026-0067951B, represented by its manager (gérante), Mrs Karmelle Falcia BIYOT-NZOUMBA (the “Provider”).

The Provider may be contacted at the e-mail address **hello@llremake.app**. Support may be reached at **support@llremake.app**.

1.2 The Client

The Client is the natural or legal person, acting for purposes falling within the scope of its professional activity, identified in the Order Summary, who subscribes for one or more Subscriptions to the Solutions on the terms set out in these General Terms and Conditions (the “Client”). The Provider and the Client are referred to together as the “Parties” and individually as a “Party”.

1.3 Recitals

The Provider markets, under the LL REMAKE APP brand, a suite of professional software applications accessible remotely on a software-as-a-service basis, incorporating artificial intelligence functionalities, intended in particular for notarial offices, businesses, holding companies and asset managers.

The Client, an informed professional, wishes to access one or more of these Solutions for the purposes of its business. The Client acknowledges that, prior to subscribing, it has read the description of the Solutions, the offer sheet, the price list published on the [Pricing](#) page, these General Terms and Conditions, the Specific Terms of the relevant Solution and the schedules, and that it has had the opportunity to put any relevant question to the Provider before entering into any commitment.

These General Terms and Conditions shall apply where the Order Summary designates LL REMAKE AFRICA as the seller. Where the Order Summary designates LL REMAKE, a French single-member limited liability company (EURL) with a share capital of €1,000, registered with the Paris Trade and Companies Register (RCS) under number 940 499 064, whose registered office is at 66 avenue des Champs-Élysées, 75008 Paris (France), as the seller, in particular in the case of payment by bank card, the contract is entered into with that company and is governed by its own general terms and conditions of sale, to the exclusion of these General Terms and Conditions.

ARTICLE 2 — DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these General Terms and Conditions, the following capitalised terms, whether used in the singular or the plural, shall have the following meanings:

- **“Subscription”** means the right to access and use a specified Solution, granted to the Client for a plan, a number of authorised Users, a payment frequency, a currency and a price specified in the Order Summary. Each Solution subscribed for shall be the subject of a separate Subscription;
- **“Data Processing Agreement”** means the agreement entered into between the Parties pursuant to the legislation on the protection of personal data, which governs the processing carried out by the Provider on behalf of the Client and which lists, in particular, the hosting and artificial intelligence providers engaged by the Provider;
- **“Administrator”** means the User appointed by the Client as the Provider’s point of contact and authorised to manage, on behalf of the Client, the User accounts, the Subscription settings and requests for top-ups of AI Credits;
- **“AI Agent”** means a software module of a Solution, using one or more artificial intelligence models, which prepares, analyses or proposes content, actions or outputs for a User;
- **“Security Schedule”** means the document describing the technical and organisational measures implemented by the Provider to ensure the security of the Solutions and of the Client Data;
- **“Demonstration Terms”** means the terms applicable to access to the demonstration environment, available from the [Demonstration](#) page;
- **“Specific Terms”** means the terms specific to a given Solution, which set out in particular its functional scope, its AI Agents, its activation arrangements and the specific rules governing its use;
- **“Agreement”** means, for each Subscription, the contractual whole formed by the Contractual Documents listed in Article 4;
- **“AI Credits”** means the unit of measurement of consumption of the processing carried out by the AI Agents of a Solution, the monthly allowance of which is defined in the offer sheet;
- **“Client Data”** means all data, information, documents, files and content of whatever nature, including personal data, recorded, imported, transmitted or generated by the Client or its Users by means of a Solution, together with the outputs produced by the AI Agents from such items;
- **“Documentation”** means the guides, manuals and user information relating to the Solutions made available to the Client by the Provider, in whatever form;
- **“Offer Sheet”** means the descriptive document provided to the Client prior to subscription, which specifies, for each Solution and each plan, the functionalities included and the monthly allowance of AI Credits;
- **“Credentials”** means the username and password, together with any other means of authentication, assigned to each User to access a Solution;
- **“Critical Incident”** means a general unavailability of a Solution or a suspected breach of personal data or of Client Data;
- **“Business Day”** means any day of the week other than a Saturday, a Sunday or a statutory public holiday in Côte d’Ivoire;
- **“Order Summary”** means the document sent to the Client following its subscription request, or the purchase order, which specifies in particular the unique order reference, the Solution, the plan, the number of authorised Users, the payment frequency, the currency, the amount exclusive of taxes and the identity of the seller;

- **“Solution”** means each of the software applications marketed by the Provider under the LL REMAKE APP brand and accessible remotely on a software-as-a-service basis, namely LL REMAKE LEGAL OS (Notary Edition), BUSINESS OS (Gestion ; Suite complète), HOLDING OS, PROPERTY OS and CONNECT, together with any other solution that the Provider may offer, including their updates, their AI Agents and their Documentation;
- **“User”** means any natural person who is an employee, collaborator, partner or agent of the Client, authorised by the Client to access a Solution by means of personal Credentials, within the limit of the number of authorised Users set out in the Order Summary.

2.2 Interpretation

Article headings are for convenience only and shall not be used to interpret the provisions to which they relate. The words “in particular”, “including” and any similar expression are used by way of illustration and shall not be construed as limiting. Any reference to a statutory or regulatory provision shall be construed as a reference to that provision as amended or replaced. Periods expressed in days shall be calendar days unless otherwise stated; any period that would expire on a day which is not a Business Day shall be extended to the next Business Day.

ARTICLE 3 — PURPOSE AND SCOPE

3.1 Purpose

The purpose of these General Terms and Conditions is to set out the terms on which the Provider makes one or more Solutions available to the Client, for consideration and by way of Subscription, together with the associated support and maintenance services, and to determine the respective rights and obligations of the Parties.

3.2 Professional Clients

These General Terms and Conditions are reserved exclusively for professionals, that is to say natural or legal persons acting for purposes falling within the scope of their commercial, industrial, craft, professional or agricultural activity. By subscribing, the Client represents that it is acting in that capacity. Offers intended for consumers, in particular LIFE OS, are subject to separate terms and are not governed by these General Terms and Conditions.

3.3 Exclusion of the Client's Terms

These General Terms and Conditions shall apply to the exclusion of any general terms of purchase or other documents issued by the Client, which shall be binding on the Provider only if expressly accepted by the Provider in writing.

3.4 Multiple Solutions

The Client may subscribe for one or more Subscriptions. Each Subscription constitutes a separate commitment, defined as to its scope, its number of authorised Users, its price, its term and its termination arrangements. The formation, performance, suspension or termination of any Subscription shall have no effect on the others, save in the case of a bundled offer expressly accepted by the Client in the Order Summary, the terms of which shall then specify the effects of the termination of any of its components.

ARTICLE 4 — CONTRACTUAL DOCUMENTS AND ORDER OF PRECEDENCE

4.1 Contractual Documents

The Agreement relating to each Subscription comprises the following documents (the “Contractual Documents”):

1. the Order Summary or the purchase order;
2. the Specific Terms of the relevant Solution;
3. these General Terms and Conditions;
4. the schedules, including in particular the Data Processing Agreement, the Security Schedule and the Offer Sheet.

4.2 Order of Precedence

In the event of any conflict between provisions contained in Contractual Documents of different rank, the higher-ranking document shall prevail, in the order in which they are listed in Article 4.1. By way of exception, the Data Processing Agreement shall prevail over any other Contractual Document as regards the protection of personal data.

4.3 Bespoke Agreements

Negotiated agreements, agreements entered into with key accounts and private deployment agreements shall be the subject of a bespoke agreement signed electronically by the Parties. In such case, the bespoke agreement shall prevail over these General Terms and Conditions, which shall apply only on a supplementary basis and to the extent that such agreement refers to them or does not derogate from them.

4.4 Entire Agreement

The Contractual Documents constitute the entire agreement between the Parties in relation to their subject matter. They cancel and supersede any prior exchange, proposal or document having the same subject matter, with the exception of the statements contained in the Offer Sheet.

ARTICLE 5 — FORMATION OF THE AGREEMENT AND ELECTRONIC ACCEPTANCE

5.1 Subscription Request

The Client shall submit its subscription request online from the [Subscribe](#) page, specifying in particular the Solution, the plan, the number of Users, the payment frequency and the currency required, together with the information enabling it to be identified. The Client warrants that the information provided is accurate and complete and undertakes to inform the Provider of any subsequent change.

5.2 Express Acceptance

The subscription request shall be admissible only after the Client has expressly accepted these General Terms and Conditions, the Specific Terms of the relevant Solution and the schedules, evidenced by the ticking of a box that is not pre-ticked. The Client acknowledges that these documents were brought to its attention and made available to it prior to such acceptance, in a manner enabling it to read, save and print them.

5.3 Order Summary

Following the subscription request, the Provider shall send the Client an Order Summary stating the unique order reference, the Solution, the plan, the number of authorised Users, the payment frequency, the currency, the amount exclusive of taxes and the identity of the seller, together with the payment arrangements. The Client shall be responsible for checking the Order Summary and for notifying the Provider of any error without delay.

5.4 Formation of the Agreement

The Agreement shall be formed on the date on which the Provider confirms to the Client actual receipt of the payment corresponding to the Order Summary. Until that date, neither the subscription request nor the sending of the Order Summary shall bind the Provider, which shall remain free not to proceed with a request, in particular where the information provided is incomplete, inaccurate or inconsistent, or where the applicant is not acting in a professional capacity.

5.5 Evidence

In accordance with Ivorian Law No. 2013-546 of 30 July 2013 on electronic transactions, the Parties acknowledge the validity and evidential value of electronic communications and records. The Provider shall retain, for each acceptance, the date, the time, the version of the documents accepted and the order reference. Such records, retained under reasonable conditions of security and integrity, shall be binding between the Parties, save where evidence to the contrary is adduced by any means.

5.6 Durable Medium

Following the formation of the Agreement, the Provider shall send the Client, by e-mail, a confirmation together with the accepted Contractual Documents, in PDF format or on any other durable medium enabling them to be stored and reproduced identically. Successive versions of these General Terms and Conditions shall remain accessible from the [Legal Centre](#) page.

ARTICLE 6 — SOLUTIONS, PLANS AND AUTHORISED USERS

6.1 Description of the Solutions

The functionalities of each Solution are described in its Specific Terms, in the Offer Sheet and in the Documentation. The Client acknowledges that it has verified that the chosen Solution is suited to its needs, and the Provider shall have no duty to advise beyond the information provided in those documents and in response to the questions put to it prior to subscription.

6.2 Plans

Each Solution is offered under the following plans, within the limits and at the price set out in the price list and the Order Summary:

Plan	Number of authorised Users	Pricing
SOLO	1 User	As per the price list
DUO	2 Users	As per the price list
TEAM	From 3 to 10 Users	Price per User, as per the price list
BUSINESS	11 Users or more	On quotation

6.3 Named Accounts

Each User account is personal and assigned to a single identified natural person. Credentials are strictly personal and may not be shared, transferred or used simultaneously by more than one person. The Client may reassign an account to another person where the original User leaves or changes role, provided that it first deactivates that User's access.

6.4 Change in the Number of Users

The Client may request an increase in the number of authorised Users or a change of plan during the Subscription. Any increase shall be the subject of a supplementary Order Summary specifying the applicable price and terms and shall take effect after confirmation of the corresponding payment. Any reduction in the number of authorised Users or downgrade to a lower plan shall take effect on the Subscription renewal date following the request.

6.5 Overuse

The Client shall not permit a greater number of persons than the number of authorised Users to access a Solution. Any overuse identified shall, after the Client has been informed, give rise to an adjustment of the Subscription in accordance with the price list then in force, without prejudice to the Provider's other rights.

ARTICLE 7 — PROVISION AND ACTIVATION

7.1 Conditions of Activation

Access to the Solution shall be activated only after the Provider has confirmed actual receipt of payment. No activation shall take place on the mere production of a screenshot, proof of a payment order or any other item that does not enable the Provider to establish actual receipt of the sums due.

7.2 Solutions Activated on Request

As at the date of these General Terms and Conditions, only the LL REMAKE LEGAL OS Solution, Notary Edition, is available as a demonstration. The other Solutions shall be activated on request, in accordance with the arrangements and timetable agreed with the Client and set out in the Order Summary or the Specific Terms.

7.3 Provision of Access

Following activation, the Provider shall send the Administrator the information required to create the User accounts. The Solution shall be deemed to have been made available on the date of such transmission.

7.4 Technical Prerequisites

The Client shall be solely responsible for putting in place and maintaining the equipment, software, electronic communications facilities and internet access required to use the Solutions, in accordance with the prerequisites set out in the Documentation. The related costs shall be borne by the Client.

ARTICLE 8 — LICENCE AND RESTRICTIONS

8.1 Grant of Rights

For each Subscription, the Provider grants the Client a personal, non-exclusive, non-transferable and non-sublicensable right to access and use the relevant Solution, for the term of the Subscription, within the limit of the number of authorised Users and solely for the purposes of its internal professional activity. This right shall be exercised exclusively by remote access, on the terms set out in the Contractual Documents.

8.2 No Transfer of Ownership

The Agreement does not transfer to the Client any ownership of the Solutions, their components, their source code or their object code, or of the Documentation. All rights not expressly granted are reserved.

8.3 Restrictions

Save to the extent expressly permitted by applicable law, the Client shall not, and shall ensure that its Users do not:

- reproduce, modify, adapt, translate, arrange or create derivative works from all or part of a Solution or the Documentation;
- decompile, disassemble or reverse engineer a Solution, or attempt to extract its source code, models, instructions or parameters;
- rent, lend, distribute, resell, make available to third parties or commercially exploit a Solution, in particular on a bureau service basis or for the benefit of persons other than the Client;
- circumvent, disable or tamper with the security, access control or AI Credit consumption metering measures;
- use a Solution to design or develop a competing product or service, or for the purposes of published benchmarking without the Provider's prior written consent;
- systematically extract, by automated means not provided for by the Solution, any content or data other than the Client Data;
- remove or alter any intellectual property notice appearing in a Solution or the Documentation.

ARTICLE 9 — OBLIGATIONS OF THE CLIENT

9.1 Credentials

The Client shall be responsible for the safekeeping and confidentiality of its Users' Credentials. Any use of a Solution by means of a User's Credentials shall be presumed to have been made by that User, under the responsibility of the Client. The Client shall inform the Provider without delay of any loss, disclosure or unauthorised use of Credentials. The Provider may then deactivate the relevant Credentials as a precautionary measure.

9.2 Compliant Use

The Client undertakes to use the Solutions in accordance with their intended purpose, the Contractual Documents, the Documentation and applicable laws and regulations. In particular, the Client shall not use them for unlawful or fraudulent purposes or in breach of the rights of third parties, introduce any malicious code into them, impair their integrity or operation, or use them in any manner liable to compromise the security of the Provider's other clients.

9.3 Content and Client Data

The Client shall be solely responsible for the Client Data and for its lawfulness, accuracy, relevance and quality. The Client warrants that it holds all rights, authorisations and legal bases required for the recording and processing of the Client Data by means of the Solutions, and shall indemnify the Provider against any third-party claim in that respect.

9.4 Professional Ethics

Where the Client practises a regulated profession, in particular that of notary, it shall remain solely responsible for compliance with its legal, regulatory and ethical obligations, including those relating to professional secrecy, the retention of deeds, authentication, the duty to advise and anti-money laundering. The use of a Solution shall not relieve the Client of all or any part of those obligations.

9.5 Users

The Client shall ensure that its Users comply with the Contractual Documents and shall be liable for their acts and omissions as if they were its own. The Client shall appoint an Administrator and inform the Provider of any change of Administrator.

9.6 Cooperation

The Client shall cooperate in good faith with the Provider, provide it in good time with the information required for the performance of the Agreement and report any anomaly identified as soon as possible.

ARTICLE 10 — OBLIGATIONS OF THE PROVIDER

10.1 Provision

The Provider undertakes to make the Solution or Solutions subscribed for available to the Client in accordance with the Contractual Documents, and to provide the support and maintenance services set out in Articles 13 to 15.

10.2 Nature of the Obligations

The Provider's obligations are obligations of means. The Provider shall exercise the diligence reasonably expected of a professional software-as-a-service publisher to ensure the proper functioning, security and continuity of the Solutions.

10.3 Hosting and Processing of Client Data

The Provider shall host and process the Client Data solely for the purposes of performing the Agreement, in accordance with the Client's documented instructions and the Data Processing Agreement, and using the providers referred to therein.

10.4 Information

The Provider shall inform the Client, on the terms set out in these General Terms and Conditions, of scheduled maintenance, material changes to the Solutions, price changes and any Critical Incident affecting the Client.

ARTICLE 11 — ARTIFICIAL INTELLIGENCE AND AGENTS

11.1 AI Agents

Each Solution includes five (5) AI Agents, the functions of which are described in the Specific Terms and the Offer Sheet. For the LL REMAKE LEGAL OS Solution, the AI Agents shall be activated at the start of the pilot, in accordance with the arrangements set out in the Specific Terms.

11.2 Role of the AI Agents

The AI Agents prepare, analyse and propose. The outputs they produce constitute decision-making and drafting aids; they may contain errors, omissions or inaccuracies and must be checked and validated by a User before any use. They constitute neither legal, tax, accounting or financial advice, nor the practice of a regulated profession.

11.3 Human Oversight

No decision producing legal effects in respect of a person shall be taken automatically by an AI Agent. No binding action, in particular the sending of a communication, the signing of a document or the publication of content, shall be carried out without the prior validation of a User.

11.4 Protection of Data Transmitted to Models

Data transmitted to an artificial intelligence model shall first be pseudonymised, in accordance with the arrangements described in the Data Processing Agreement. Client Data shall not be used to train artificial intelligence models. The artificial intelligence and hosting providers engaged by the Provider are listed in the Data Processing Agreement.

11.5 Responsibility for the Use of Outputs

The Client shall remain solely responsible for the professional use it makes of the outputs produced by the AI Agents, and for the decisions it takes and the acts it performs on the basis thereof.

ARTICLE 12 — AI CREDITS

12.1 Monthly Allowance

Each Subscription includes a monthly allowance of AI Credits, the volume of which is defined in the Offer Sheet provided to the Client prior to subscription. This allowance is pooled among all Users of the relevant Subscription.

12.2 Renewal and No Carry-Over

The AI Credit allowance shall be renewed each month, including where the Subscription is taken out on an annual payment frequency. AI Credits not consumed by the end of a month may not be carried over to subsequent months, refunded or converted.

12.3 Alerts and Cap

The Solution shall inform the Client, by means of alerts, of the status of its consumption. Once the monthly allowance has been exhausted, processing by the AI Agents shall be suspended until the allowance is renewed or topped up. The business functions of the Solution that do not use the AI Agents shall remain accessible.

12.4 Top-Up

AI Credits shall be topped up only at the express request of the Administrator, at the price and on the terms notified to the Administrator in advance. No usage in excess of the monthly allowance shall be invoiced to the Client without its consent.

ARTICLE 13 — SUPPORT AND MAINTENANCE

13.1 Support

The Provider shall provide the Client with support by e-mail at **support@llremake.app**, also accessible from the Support page. Support shall be provided on Business Days. The Provider shall send an initial response within a maximum of two (2) Business Days of receipt of the request.

13.2 Critical Incidents

The Client shall report any Critical Incident by e-mail sent to support, bearing the subject line “INCIDENT CRITIQUE”. Such reports shall be handled as a priority. Notification to the Client of personal data breaches shall be governed by the Data Processing Agreement.

13.3 Maintenance

The Provider shall provide corrective and evolutive maintenance of the Solutions. The purpose of corrective maintenance is to remedy reproducible anomalies affecting the operation of the Solutions as compared with the Documentation. Pending a correction, the Provider may provide a workaround.

13.4 Exclusions

The support and maintenance included in the Subscription shall exclude any intervention made necessary by use that does not comply with the Contractual Documents or the Documentation, a failure of the Client’s equipment, software or networks, or an intervention by a third party not authorised by the Provider, as well as training, specific configuration, data migration or development services, which may be the subject of a proposal on quotation.

ARTICLE 14 — AVAILABILITY

14.1 Obligation of Means

The Provider shall use its endeavours to ensure that the Solutions are continuously accessible. No availability rate is guaranteed under this version of the General Terms and Conditions. The Provider’s obligation as regards availability is an obligation of means.

14.2 Maintenance

Access to the Solutions may be temporarily interrupted for maintenance operations. Scheduled maintenance shall be announced to the Client where possible. The Provider shall endeavour to

carry it out at times likely to minimise any inconvenience caused. The Provider may carry out without notice any urgent intervention required for the security or integrity of the Solutions or of the Client Data.

ARTICLE 15 — CHANGES

15.1 Updates

Updates to the Solutions are included in the Subscription and shall be deployed by the Provider at no additional cost to the Client.

15.2 Changes to Functionalities

The Provider may change the Solutions, their functionalities, their ergonomics, their technical architecture, their AI Agents and the artificial intelligence models or providers used, in particular to take account of technical, legal or security developments, without materially degrading the essential functions subscribed for by the Client. Any change of a provider processing personal data shall take place on the terms set out in the Data Processing Agreement.

15.3 New Functionalities

The Provider may offer new functionalities, Solutions or options, where applicable for consideration. Subscription to them by the Client is optional and shall be the subject of a separate Order Summary.

ARTICLE 16 — PRICES, CURRENCIES AND TAXES

16.1 Prices

The prices of the Subscriptions are those set out in the price list published on the Pricing page on the date of the subscription request and reproduced in the Order Summary. Prices are stated exclusive of taxes. The prices of BUSINESS plans and of services provided on quotation shall be set by the quotation accepted by the Client.

16.2 Currencies

The price list is drawn up per currency; each price list is independent and does not result from the conversion of another price list. The price shall be payable in the currency stated in the Order Summary. Bank, exchange or transfer charges incurred by the Client shall be borne by the Client.

16.3 Taxes

Applicable taxes shall be added to the price exclusive of taxes in accordance with the law applicable to the Provider and the Client's situation, and shall be shown on the invoice. Any change in the rates or basis of assessment of the applicable taxes shall be passed on automatically from its effective date.

16.4 Price Revision

The Provider may change its prices. Any change shall be notified to the Client at least sixty (60) days before it takes effect and shall apply only from the next renewal of the Subscription. A Client that does not accept the change may object to the renewal on the terms set out in

Article 19. The prices applicable to current Subscriptions shall remain unchanged until their expiry.

ARTICLE 17 — PAYMENT FREQUENCIES AND INVOICING

17.1 Payment Frequencies

When submitting its subscription request, the Client shall choose one of the following payment frequencies, which shall be reproduced in the Order Summary:

Frequency	Terms	Commitment
Monthly	Payment in advance for each month	No commitment; may be terminated at any time with effect from the end of the current month
Annual, single payment	Payment in advance for the entire year, with a 10% discount	Twelve (12) months
Annual, in instalments	Payment in two (2), three (3) or four (4) interest-free monthly instalments from subscription, without discount	Twelve (12) months
Services on quotation	Contractual payment schedule of no more than four (4) instalments	As per the quotation

17.2 Means of Payment

Where the Order Summary designates LL REMAKE AFRICA as the seller, payment shall be made primarily via Wave, by means of a payment link for the exact amount, sent to the Client with the Order Summary and bearing the order reference. Payment may also, where applicable, be made by bank transfer to the account details provided by the Provider, quoting the order reference. The payment arrangements in force are described on the [Pricing](#) page.

Payment by bank card is offered by LL REMAKE, by means of a payment link managed by its payment service provider. In such case, the Order Summary designates LL REMAKE as the seller and the contract is governed by the general terms and conditions of sale of that company, in accordance with Article 1.3. The Provider does not store any bank card data.

17.3 Reference and Allocation

The Client shall quote the order reference on every payment. A payment whose amount or reference does not match the Order Summary may delay activation; it shall be allocated by the Provider after identification, and the Provider shall not be liable for any resulting delay.

17.4 Renewals

For each new Subscription period, and for each instalment of an annual Subscription paid in instalments, the Provider shall send the Client a payment link or an invoice stating the amount and the due date. Payment shall be due no later than that date.

17.5 Invoicing

The Provider shall issue an invoice for each payment, in accordance with applicable regulations, and shall send it to the Client electronically. The Client agrees to receive its invoices in electronic form.

17.6 No Refund

Save as otherwise provided in these General Terms and Conditions or by any mandatory provision to the contrary, sums paid in respect of a Subscription period that has commenced are non-refundable, including where the Client does not use the Solution or terminates of its own accord before the end of the period.

ARTICLE 18 — LATE PAYMENT AND NON-PAYMENT

18.1 Reminder

Failing payment by the due date, the Provider shall send the Client a reminder by e-mail, setting a deadline for remedying the situation.

18.2 Suspension

If the reminder remains unheeded on expiry of the deadline it sets, the Provider may suspend the Client's access to the relevant Solution, on the terms set out in Article 20. The Client Data shall be retained during the suspension. Access shall be restored after confirmation of actual receipt of all sums due.

18.3 Sums Remaining Due

Suspension shall not release the Client from its obligations. In the case of an annual Subscription, whether paid in a single payment or in instalments, the annual commitment shall remain due in full, and the suspension of access shall have no effect on the payability of the instalments yet to fall due.

18.4 Termination

Persistent non-payment shall constitute a material breach entitling the Provider to terminate the relevant Subscription on the terms set out in Article 19.5, without prejudice to any debt recovery action and to any other right or remedy available to it at law.

18.5 Disputes

Any dispute concerning an invoice shall be notified to the Provider in writing, stating the reasons therefor. A dispute concerning part of an invoice shall not relieve the Client from paying the undisputed part.

ARTICLE 19 — TERM, RENEWAL AND TERMINATION

19.1 Commencement

Each Subscription shall take effect on the date of formation of the Agreement, as defined in Article 5.4, for the term corresponding to the chosen frequency.

19.2 Monthly Subscription

The monthly Subscription is entered into without any minimum term. It shall renew from month to month, subject to payment for each period. The Client may terminate it at any time by notice to the Provider; termination shall take effect at the end of the current month, without any refund for that month.

19.3 Annual Subscription

The annual Subscription, whether paid in a single payment or in instalments, is entered into for a fixed term of twelve (12) months. It shall be tacitly renewed for successive periods of twelve (12) months, unless terminated by either Party by notice to the other at least thirty (30) days before the expiry date of the current period. The Client may not terminate the annual Subscription before its expiry, save in the cases provided for in Articles 19.5 and 27, and shall remain liable for the entire price of the current period.

19.4 Independence of Terminations

The termination of a Subscription shall have no effect on the Client's other Subscriptions, which shall continue in accordance with their own terms, save in the case of an expressly accepted bundled offer.

19.5 Termination for Breach

In the event of a material breach by either Party of its obligations which is not remedied within thirty (30) days of receipt of a formal notice served by the other Party and referring to this clause, the latter may terminate the relevant Subscription automatically by notice, without prejudice to any damages to which it may be entitled. Where the breach is attributable to the Provider, the Client shall be entitled to a refund of the portion of the price paid in advance corresponding to the period remaining after the effective date of termination.

19.6 Immediate Termination

The Provider may terminate the Subscription with immediate effect by notice where the Client uses a Solution for manifestly unlawful purposes, deliberately undermines the security of the Solutions or the Provider's intellectual property rights, or no longer meets the professional status required by Article 3.2.

ARTICLE 20 — SUSPENSION

20.1 Grounds for Suspension

In addition to the case provided for in Article 18, the Provider may suspend, in whole or in part, the access of a User or of the Client to a Solution:

- in the event of a proven risk or serious suspicion of a breach of the security or integrity of a Solution, of the Client Data or of the data of other clients;
- in the event of use manifestly contrary to the Contractual Documents or the law;
- in the event of use of the Credentials by an unauthorised person;
- upon an order of a competent administrative or judicial authority.

20.2 Arrangements

The suspension shall be proportionate to its cause and limited to the time necessary to remedy it. The Provider shall inform the Client thereof in advance where circumstances permit or, failing that, as soon as possible, specifying the reason for the suspension and the conditions for lifting it.

20.3 Effects

Suspension shall not entail termination of the Subscription. The Client Data shall be retained during the suspension. Where the suspension is attributable to the Client, the Subscription price

shall remain payable for the period of suspension.

ARTICLE 21 — PERSONAL DATA

21.1 Roles of the Parties

In respect of the personal data that the Client records or has processed by means of the Solutions, the Client acts as controller and the Provider as processor, acting on behalf of and on the documented instructions of the Client, on the terms set out in the Data Processing Agreement.

21.2 Legal Framework

The Parties undertake to comply with the applicable legislation on the protection of personal data, in particular Ivorian Law No. 2013-450 of 19 June 2013 on the protection of personal data, the rules and decisions of the Telecommunications/ICT Regulatory Authority of Côte d'Ivoire (ARTCI) and, where applicable, Regulation (EU) 2016/679 (GDPR) of 27 April 2016.

21.3 Data Processing Agreement

The Data Processing Agreement shall be provided to the Client and signed by the Parties before any processing of real personal data by means of a Solution. No real data may be recorded in a Solution before such signature. The Data Processing Agreement sets out in particular the subject matter, duration, nature and purpose of the processing, the categories of data and data subjects, the security measures, the sub-processors, any transfers of data outside Côte d'Ivoire and the arrangements for assisting the Client.

21.4 Obligations of the Client

The Client, as controller, shall be responsible for completing the prior formalities required with the competent authority, informing data subjects, determining the legal basis for processing and responding to requests to exercise rights, with the assistance of the Provider on the terms set out in the Data Processing Agreement.

21.5 Data Relating to the Client

Personal data relating to the Client's representatives and contacts, processed by the Provider for the management of the business relationship, is governed by the privacy policy available on the Privacy page.

ARTICLE 22 — CONFIDENTIALITY AND PROFESSIONAL SECRECY

22.1 Confidential Information

Each Party undertakes to keep strictly confidential all information of whatever nature, in particular technical, commercial, financial or legal information, disclosed by the other Party or of which it becomes aware in the course of performing the Agreement, including the Client Data and non-public information relating to the Solutions (the "Confidential Information").

22.2 Obligations

Each Party undertakes to use the other Party's Confidential Information solely for the purposes of performing the Agreement, to disclose it only to those of its employees, officers, advisers and subcontractors who need to know it and who are themselves bound by a confidentiality

obligation at least equivalent, and to protect it with the same degree of care as it applies to its own confidential information, which shall not be less than reasonable care.

22.3 Exceptions

Confidential Information shall not include information which the receiving Party can demonstrate was in the public domain at the time of its disclosure or has since entered the public domain through no fault of its own, was lawfully in its possession prior to its disclosure, was disclosed to it by a third party not bound by confidentiality, or was independently developed by it. A Party may furthermore disclose Confidential Information where required to do so by law or by a competent judicial or administrative authority, limiting such disclosure to what is strictly necessary and, where permitted by law, informing the other Party in advance.

22.4 Professional Secrecy of the Client

The Provider acknowledges that the Client may be bound by professional secrecy and that Client Data may be covered by such secrecy. The Provider undertakes to respect the Client's professional secrecy, to access the Client Data only to the extent strictly necessary for the performance of the Agreement, in particular for the purposes of support at the Client's request, and to subject the persons acting on its behalf to an appropriate confidentiality obligation.

22.5 Duration

The obligations under this Article shall apply throughout the term of the Agreement and for five (5) years after its termination, and without limitation in time for information covered by the Client's professional secrecy.

ARTICLE 23 — SECURITY

23.1 Appropriate Measures

The Provider shall implement appropriate technical and organisational measures, having regard to the state of the art, the nature of the Client Data and the risks presented by the processing, in order to ensure the confidentiality, integrity and availability of the Solutions and of the Client Data, and to protect them against unauthorised destruction, loss, alteration, disclosure or access.

23.2 Security Schedule

These measures are described in the Security Schedule. The Provider may change them, provided that it does not reduce the overall level of security enjoyed by the Client.

23.3 Measures for which the Client is Responsible

The Client shall implement, for its part, appropriate security measures, in particular for the protection of its equipment, workstations, networks and its Users' Credentials, and for the management of access rights within its organisation.

23.4 Incidents

Each Party shall inform the other as soon as possible of any security incident of which it becomes aware and which is liable to affect the Solutions or the Client Data. The arrangements for notifying personal data breaches are set out in the Data Processing Agreement.

ARTICLE 24 — INTELLECTUAL PROPERTY

24.1 Rights of the Provider

The Solutions, their components, code, interfaces, AI Agents, instructions and parameters, databases and Documentation, together with the trade marks, including the LL REMAKE APP trade mark, and distinctive signs relating thereto, are exploited by the Provider by virtue of the intellectual property rights it holds or which have been licensed to it. The Agreement does not assign any of those rights to the Client.

24.2 Rights of the Client

The Client shall remain the sole holder of the rights in the Client Data. The Client grants the Provider, for the term of the Agreement and the reversibility period, a non-exclusive, non-transferable, royalty-free right to host, reproduce, process and transmit the Client Data, solely to the extent necessary for the performance of the Agreement and in compliance with the Data Processing Agreement. Subject to the Provider's rights in the Solutions, the outputs produced by the AI Agents from the Client Data shall be made available exclusively to the Client.

24.3 Intellectual Property Indemnity

The Provider shall indemnify the Client against any third-party claim alleging that the use of a Solution in accordance with the Contractual Documents infringes an intellectual property right of that third party, provided that the Client informs the Provider without delay, allows it sole conduct of the defence and provides it with its cooperation. The Provider may, at its option and expense, procure for the Client the right to continue using the infringing item, modify it or replace it with an equivalent item or, failing that, terminate the relevant Subscription and refund the Client the portion of the price paid in advance corresponding to the period remaining. This indemnity shall not apply to claims arising from the Client Data, from non-compliant use or from a combination with items not supplied by the Provider.

ARTICLE 25 — REVERSIBILITY AND END OF AGREEMENT

25.1 Export during the Subscription

The Client may, at any time during the term of the Subscription, export the Client Data in the formats available in the Solution.

25.2 Reversibility Period

Upon termination or expiry of the Subscription, for whatever reason, the Client shall have a period of thirty (30) days in which to export the Client Data. During that period, access to the Solution shall be limited to the export functions, without the ability to create new files or use the AI Agents.

25.3 Reversibility Assistance

Any assistance by the Provider going beyond the provision of the export functions, in particular data migration to another system or to a format not available in the Solution, may be offered on quotation.

25.4 Deletion

On expiry of the reversibility period, the Provider shall delete the Client Data within a maximum of ninety (90) days, subject to the statutory retention obligations incumbent upon it under Ivorian law, French law or the OHADA Uniform Acts, and to the normal backup rotation cycle, the data contained in backups being deleted at the end of that cycle and remaining protected in the meantime. The Provider shall provide the Client, upon request, with a certificate of deletion.

25.5 Effects of Termination

Termination or expiry of the Subscription shall end the right to access and use the Solution, subject to the reversibility period. Sums due as at the date of termination or expiry shall remain payable. Provisions which by their nature are intended to survive termination or expiry of the Agreement, in particular those relating to confidentiality, intellectual property, reversibility, liability and governing law, shall remain in force.

ARTICLE 26 — LIABILITY AND LIMITATIONS

26.1 Principle

The Provider's obligations are obligations of means. The Provider shall be liable only in the event of proven fault, in accordance with the general law and subject to the limitations set out in this Article.

26.2 Exclusions

The Provider shall not be liable for any indirect loss, such as loss of turnover, profits, clientele, opportunities, image or reputation, or commercial loss, suffered by the Client or by third parties. Nor shall the Provider be liable for any loss resulting from:

- the Client Data and its content;
- the use made by the Client or its Users of the outputs produced by the AI Agents, and the acts, decisions and advice performed or given on the basis thereof;
- use of the Solutions that does not comply with the Contractual Documents or the Documentation;
- any disclosure or use of the Credentials attributable to the Client or its Users;
- a failure of the Client's equipment, software or networks, or of electronic communications networks;
- an event of force majeure.

26.3 Cap

The Provider's total aggregate liability, for all causes whatsoever, in respect of a Subscription shall be limited to the amount exclusive of taxes actually paid by the Client in respect of the relevant Solution during the twelve (12) months preceding the event giving rise to liability.

26.4 Reservations

The exclusions and limitations set out in this Article shall not apply in the event of gross negligence or wilful misconduct on the part of the Provider, or where a mandatory provision of applicable law precludes them.

26.5 Professional Liability of the Client

The Client shall remain solely responsible for the professional use of the outputs obtained by means of the Solutions, for its acts and for its legal, regulatory and ethical obligations towards its own clients and third parties.

ARTICLE 27 — FORCE MAJEURE

27.1 Definition

Neither Party shall be liable for any failure or delay in the performance of its obligations, with the exception of obligations to pay sums that have fallen due, where such failure or delay results from an event of force majeure, that is to say an event beyond its control, which could not reasonably have been foreseen at the time the Agreement was entered into and the effects of which cannot be avoided by appropriate measures.

27.2 Notification and Suspension

The affected Party shall notify the other Party without delay of the occurrence of the event and its foreseeable duration. Performance of the affected obligations shall be suspended for the duration of the impediment. The affected Party shall use reasonable means to mitigate its effects.

27.3 Termination

If the impediment continues for more than sixty (60) consecutive days, either Party may terminate the relevant Subscription by notice, without compensation on either side. The Client shall then be entitled to a refund of the portion of the price paid in advance corresponding to the period after the effective date of termination.

ARTICLE 28 — DEMONSTRATION

28.1 Applicable Regime

Access to the demonstration environment, available as at the date of these General Terms and Conditions solely for the LL REMAKE LEGAL OS Solution, Notary Edition, is governed by the Demonstration Terms, available from the Demonstration page, and not by these General Terms and Conditions.

28.2 No Commitment

Access to the demonstration shall entail neither the taking out of a Subscription nor any commitment on the part of either Party. The functionalities shown in the demonstration are provided for illustrative purposes and may differ from those of the Solution subscribed for, as described in the Specific Terms and the Offer Sheet. The demonstration environment shall not be used to record real data.

ARTICLE 29 — PRIVATE AND BESPOKE DEPLOYMENT

29.1 On Quotation

The installation of a Solution on the Client's servers or in a private cloud computing environment, together with any specific development, advanced configuration or bespoke

integration, shall be the subject of a prior quotation and of a bespoke agreement signed electronically by the Parties.

29.2 No Transfer of Ownership

Private deployment shall not entail any transfer of ownership of the Solution to the Client, nor any delivery or assignment of the source code, save as expressly provided otherwise in the bespoke agreement.

29.3 Interaction

The bespoke agreement shall specify in particular the scope, the timetable, the respective responsibilities for hosting, operation and security, the maintenance arrangements and the price, payable in accordance with a schedule of no more than four (4) instalments. These General Terms and Conditions shall apply to it on a supplementary basis in accordance with Article 4.3.

ARTICLE 30 — ASSIGNMENT AND SUBCONTRACTING

30.1 Assignment by the Provider

The Provider may assign or transfer the Agreement, in whole or in part, to an entity within its group or to a successor, in particular in the event of a merger, demerger, contribution or transfer of a business or activity. The Client shall be informed thereof in writing. The Client hereby consents to any such assignment, which shall release the Provider from its obligations for the future.

30.2 Assignment by the Client

The Client may not assign or transfer the Agreement, whether for consideration or free of charge, without the prior written consent of the Provider.

30.3 Subcontracting

The Provider may use subcontractors for the performance of all or part of its obligations, while remaining liable to the Client for their performance. The use of sub-processors processing personal data on behalf of the Client is governed by the Data Processing Agreement.

ARTICLE 31 — AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

31.1 Versions

The Provider may amend these General Terms and Conditions. Each version is identified by a number and an online publication date. Successive versions are archived and remain accessible from the Legal Centre page.

31.2 Current Agreements

The General Terms and Conditions applicable to a Subscription are those accepted by the Client upon subscribing. A new version shall have no effect on current Subscriptions, save with the Client's express acceptance. It shall apply to new subscriptions and, where applicable, to renewed Subscriptions where the Client has accepted it on the occasion of such renewal.

31.3 Amendments Required by Law

By way of exception, amendments made necessary by a mandatory legislative or regulatory change or by a decision of a competent authority shall apply to current Subscriptions from their effective date, after the Client has been informed.

ARTICLE 32 — NOTICES

32.1 Form

Save as otherwise provided, any notice under the Agreement shall be given in writing, by e-mail or by registered letter with acknowledgement of receipt or any equivalent means enabling the date of receipt to be established.

32.2 Addresses

Notices shall be sent to the Provider at **hello@llremake.app**, or to its registered office, and to the Client at the e-mail or postal address stated in the Order Summary. Support requests shall be sent to **support@llremake.app**. Each Party shall inform the other of any change of address; failing this, notices sent to the last known address shall be validly given.

32.3 Date of Receipt

A notice sent by e-mail shall be deemed received on the date on which it is sent, unless a delivery failure message is received. Notices relating to termination, formal notice or suspension must enable their date of receipt to be established; the Provider shall acknowledge receipt of such notices where they are sent to it by e-mail.

ARTICLE 33 — GENERAL PROVISIONS

33.1 Severability

If any provision of these General Terms and Conditions is held to be void, unenforceable or not binding, it shall be deemed not to have been written, without affecting the validity of the remaining provisions. The Parties shall then endeavour to replace it with a valid provision having an economic and legal effect as close as possible.

33.2 No Waiver

The failure of a Party at any time to invoke a breach by the other Party of any of its obligations shall not be construed as a waiver of its right to invoke such breach subsequently.

33.3 Independence of the Parties

The Parties are independent contracting parties. The Agreement does not create between them any relationship of subordination, agency, partnership, association or joint venture. Neither Party may bind the other vis-à-vis third parties.

33.4 Language

These General Terms and Conditions are drawn up in the French language. In the event of translation, the French version shall prevail.

ARTICLE 34 — GOVERNING LAW AND DISPUTE RESOLUTION

34.1 Governing Law

The Agreement shall be governed by Ivorian law and by the applicable OHADA Uniform Acts of the Organisation for the Harmonisation of Business Law in Africa, in particular the Uniform Act on General Commercial Law.

34.2 Amicable Settlement

In the event of any dispute relating to the formation, validity, interpretation, performance or termination of the Agreement, the Parties shall endeavour to resolve it amicably. The first Party to act shall notify the other of the existence and subject matter of the dispute. The Parties shall then have a period of thirty (30) days from such notification in which to reach agreement. Recourse to this procedure shall not preclude interim or urgent measures.

34.3 Jurisdiction

Failing amicable agreement on expiry of the period provided for in Article 34.2, the dispute shall be submitted to the exclusive jurisdiction of the Commercial Court of Abidjan (Tribunal de commerce d'Abidjan), including in the event of multiple defendants, third-party claims for indemnity, or urgent or ex parte proceedings.

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