LL REMAKE
APP

GENERAL TERMS AND CONDITIONS OF SALE AND SUBSCRIPTION

Business · France

FRANCE

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CONTRACTUAL DOCUMENT · ENGLISH TRANSLATION, THE FRENCH VERSION PREVAILS

CONTENTS

Article 1 — Parties

Article 2 — Definitions

Article 3 — Purpose and scope

Article 4 — Contractual documents and order of precedence

Article 5 — Formation of the agreement and electronic acceptance

Article 6 — Solutions, Plans and Users

Article 7 — Provision of the Solutions

Article 8 — Licence and restrictions

Article 9 — Obligations of the Client

Article 10 — Obligations of the Provider

Article 11 — Artificial intelligence and AI Agents

Article 12 — AI Credits

Article 13 — Support

Article 14 — Availability and maintenance

Article 15 — Changes

Article 16 — Prices, currencies and taxes

Article 17 — Payment and invoicing

Article 18 — Late payment

Article 19 — Term, renewal and termination

Article 20 — Suspension

Article 21 — Personal Data

Article 22 — Confidentiality and professional secrecy

Article 23 — Security

Article 24 — Intellectual property

Article 25 — Reversibility and end of the agreement

Article 26 — Liability

Article 27 — Force majeure

Article 28 — Demo

Article 29 — Private and bespoke deployment

Article 30 — Assignment and subcontracting

Article 31 — Amendment of the General Terms

Article 32 — Notices

Article 33 — General provisions

Article 34 — Governing law and dispute resolution

ARTICLE 1 — PARTIES

1.1 The Provider

These general terms and conditions of sale and subscription are entered into with **LL REMAKE**, a single-member limited liability company (entreprise unipersonnelle à responsabilité limitée – EURL) incorporated under French law with a share capital of €1,000, registered with the Paris Trade and Companies Register (RCS) under number 940 499 064, SIRET 940 499 064 00027, intra-Community VAT number FR04940499064, whose registered office is at 66 avenue des Champs-Élysées, 75008 Paris (France), represented by its manager, Karmelle Falcia BIYOT-NZOUMBA (hereinafter the **"Provider"**).

Contact: hello@llremake.app. Support: support@llremake.app. Full legal information is set out in the legal notice.

1.2 The Client

The Provider's contracting party is the natural or legal person acting exclusively for purposes falling within the scope of its commercial, industrial, craft, professional or agricultural activity, as identified in the Order Summary (hereinafter the **"Client"**). The person placing the Order in the name and on behalf of the Client represents and warrants that he or she has the necessary authority to bind the Client.

1.3 Capacity of the seller

These terms apply where the Order Summary designates LL REMAKE as the seller. Where the Order Summary designates another entity of the LL REMAKE group, in particular LL REMAKE AFRICA, as the seller, the general terms and conditions specific to that entity shall apply, to the exclusion of these terms.

The Provider and the Client are hereinafter referred to together as the **"Parties"** and individually as a **"Party"**.

ARTICLE 2 — DEFINITIONS

The following terms, when capitalised, shall have the meanings set out below, whether used in the singular or the plural:

- **"Subscription"** means the right to access and use a specified Solution, subscribed for by the Client for a given Plan, number of Users, Payment Schedule and term, as stated in the Order Summary.
- **"Data Processing Agreement"** means the agreement entered into between the Parties pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR), which sets out the conditions under which the Provider processes Personal Data on behalf of the Client.
- **"Administrator"** means the User appointed by the Client to manage the Subscription, the User accounts, the settings of the Solution and, where applicable, requests to top up AI Credits.
- **"AI Agents"** means the artificial intelligence functions integrated into a Solution, intended to prepare, analyse and propose content or actions that are subject to verification and validation by the User.
- **"Special Conditions"** means the conditions specific to each Solution, which set out, in particular, its functional scope, its specific terms and, where applicable, the applicable

professional-conduct or sector-specific rules.

- **“General Terms”** means these general terms and conditions of sale and subscription to the Software Solutions applicable to business customers in France.
- **“Agreement”** means, for each Subscription, the contractual whole formed by the documents listed in Article 4.
- **“AI Credits”** means the monthly allowance of consumption units enabling the execution of the processing carried out by the AI Agents, under the conditions set out in Article 12.
- **“Client Data”** means all data, information, documents and content of any kind recorded, imported, generated or processed by the Client or its Users by means of a Solution, including Personal Data and Outputs.
- **“Personal Data”** means any information relating to an identified or identifiable natural person, within the meaning of Regulation (EU) 2016/679 (GDPR).
- **“Documentation”** means the information, guides and descriptions relating to the features and use of the Solutions, made available to the Client by the Provider.
- **“Offer Sheet”** means the document describing the Solution and the Plan subscribed for, provided to the Client before the Order, specifying, in particular, the AI Credits allowance.
- **“Plan”** means the Subscription tier subscribed for, determined according to the number of authorised Users, as described in Article 6.
- **“Confidential Information”** means the information defined in Article 22.
- **“Business Day”** means any day from Monday to Friday, excluding public holidays in France.
- **“Order Summary”** means the order summary or purchase order issued for each Order, stating, in particular, the reference, the Solution, the Plan, the number of Users, the Payment Schedule, the currency, the amount exclusive of tax and the seller.
- **“Outputs”** means the content, analyses, drafts, proposals and other materials generated by means of a Solution, in particular by the AI Agents.
- **“Payment Schedule”** means the payment and commitment terms of the Subscription, as defined in Article 17.
- **“Solution”** means each of the software products marketed under the LL REMAKE APP brand and provided on a software-as-a-service basis, namely LL REMAKE LEGAL OS (Notary Edition), BUSINESS OS (Gestion; Suite complète), HOLDING OS, PROPERTY OS, LIFE OS and CONNECT, together with their updates, the Documentation and the associated AI Agents.
- **“Order”** means the subscription request submitted by the Client in accordance with the process described in Article 5.
- **“User”** means any natural person who is an employee, agent or representative of the Client and who is authorised by the Client to access a Solution by means of a named account.

ARTICLE 3 — PURPOSE AND SCOPE

3.1 Purpose

The purpose of the General Terms is to set out the conditions under which the Provider makes available to the Client, on a Subscription basis, one or more remotely accessible Solutions, together with the associated services, in particular support, updates and the AI Agents.

3.2 Rights of the Provider

The Provider markets the Solutions within the framework of a licensing and distribution arrangement within the LL REMAKE group, by virtue of the rights that it holds or that have been granted to it. That arrangement shall not affect the rights and obligations of the Provider towards the Client under the Agreement.

3.3 Business customers

The General Terms apply exclusively to business Clients. They do not apply to natural persons acting for purposes outside the scope of their professional activity. Offers intended for consumers, in particular those relating to LIFE OS, are subject to separate terms.

3.4 Exclusion of the Client's terms

Placing an Order constitutes the Client's acceptance of the General Terms. Save with the express written agreement of the Provider, the Client's general terms of purchase or any other document issued by the Client shall not be enforceable against the Provider.

ARTICLE 4 — CONTRACTUAL DOCUMENTS AND ORDER OF PRECEDENCE

4.1 Contractual documents

For each Subscription, the Agreement shall consist of the following documents:

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

4.2 Order of precedence

In the event of any conflict between the provisions of these documents, the higher-ranking document shall prevail, in the order listed above. In accordance with the French Civil Code (Code civil), Article 1119, special conditions shall prevail over general conditions.

By way of exception, the Data Processing Agreement shall prevail over any other contractual document with regard to the protection of Personal Data.

4.3 Negotiated agreements

Where the Parties enter into a specific agreement, in particular for key accounts, the BUSINESS Plan or a private deployment, that agreement shall specify how it interacts with the General Terms, which shall apply on a supplementary basis to any matter not expressly governed by it.

ARTICLE 5 — FORMATION OF THE AGREEMENT AND ELECTRONIC ACCEPTANCE

5.1 Prior information

The General Terms, the Special Conditions of each Solution and their schedules are brought to the Client's attention before any Order and are accessible at any time from the Legal Centre page. The price list is published on the Pricing page.

5.2 Online Order

The Client submits its Order online from the Subscribe page. The Client selects the Solution, the Plan, the number of Users, the Payment Schedule and the currency, and then provides the required identification and billing information.

5.3 Express acceptance

An Order shall only be valid if the Client expressly accepts, by means of a tick box that is not pre-ticked, the General Terms, the Special Conditions of the Solution and their schedules. In accordance with the French Civil Code (Code civil), Article 1119, the General Terms shall be enforceable against the Client only insofar as they have been brought to its attention and accepted by it.

5.4 Order Summary

Following the Order, the Provider shall send the Client an Order Summary stating, in particular, the order reference, the Solution, the Plan, the number of Users, the Payment Schedule, the currency, the amount exclusive of tax and the seller, together with the applicable payment terms.

5.5 Formation of the Agreement

The Agreement shall be formed on the date on which the Provider confirms actual receipt of the payment corresponding to the Order Summary. The mere submission by the Client of a proof of payment or a screenshot shall not constitute confirmation of payment.

5.6 Durable medium

The Provider shall send the Client, on a durable medium, confirmation of the Order together with the accepted contractual documents, in PDF format by e-mail.

5.7 Electronic signature of specific agreements

Negotiated agreements, agreements entered into with key accounts and private deployment agreements shall be concluded by means of a specific agreement electronically signed by the Parties.

5.8 Evidence

The Parties agree that the computer records kept in the systems of the Provider and of its payment service providers, under reasonable security conditions, shall constitute evidence between them of the Orders, acceptances, payments and communications made, save where proven otherwise.

ARTICLE 6 — SOLUTIONS, PLANS AND USERS

6.1 Solutions

The functional scope of each Solution is defined by its Special Conditions, the Offer Sheet and the Documentation. As at the date of the General Terms, only LL REMAKE LEGAL OS · Notary Edition is offered as a demo; the other Solutions are activated at the Client's request, subject to the Provider's agreement.

6.2 Plans

Each Solution is offered under the following Plans:

Plan	Number of Users	Pricing method
SOLO	1 User	Price published on the Pricing page
DUO	2 Users	Price published on the Pricing page
TEAM	3 to 10 Users	Price per User published on the Pricing page
BUSINESS	11 Users or more	On quotation

6.3 Independent Subscriptions

Each Solution is the subject of a separate Subscription, with its own scope, number of Users, price, term and termination terms. The termination, suspension or expiry of one Subscription shall not affect the Client's other Subscriptions, save in the case of a bundled offer expressly accepted by the Client and stated in the Order Summary.

6.4 User accounts

User accounts are named, personal and may not be shared. A single account may not be used simultaneously or successively by more than one natural person. The Client may reassign an account to another User where the original holder leaves or changes role, provided that the original holder's account has first been deactivated.

6.5 Changes in the number of Users

The Client may request an increase in the number of Users or an upgrade to a higher Plan during the Subscription. The change shall be the subject of a new Order Summary and shall take effect upon confirmation of the corresponding payment. A reduction in the number of Users or a downgrade to a lower Plan shall take effect on the next renewal date of the Subscription.

ARTICLE 7 — PROVISION OF THE SOLUTIONS

7.1 Activation

Access to the Solution shall be activated only after the Provider has effectively confirmed payment. The Provider shall provide the Administrator with the information required to open the User accounts.

7.2 Remote access

The Solutions are accessible remotely via the internet, by means of a browser or any other means of access indicated in the Documentation. The equipment, browser software and access to communication networks required to use the Solutions shall be the sole responsibility of the Client.

7.3 Login credentials

Login credentials are strictly personal and confidential. The Client is responsible for their safekeeping and for their use by its Users. Any use of the Solutions by means of a User's credentials shall be deemed to have been made by that User, unless the Client has previously notified a loss, theft or unauthorised use.

7.4 Configuration

Save as otherwise provided in the Order Summary or the Special Conditions, the configuration of the Solution, data import and User training are not included in the Subscription and may be provided as services on quotation.

ARTICLE 8 — LICENCE AND RESTRICTIONS

8.1 Right of access and use

Subject to compliance with the Agreement and payment of the sums due, the Provider grants the Client a personal, non-exclusive, non-transferable and non-sublicensable right to access and use the Solution subscribed for, for the term of the Subscription, for the number of authorised Users and solely for the purposes of its internal business activity.

8.2 Restrictions

Save with the Provider's prior written authorisation or where a mandatory statutory provision provides otherwise, the Client shall not, directly or indirectly, and shall ensure that its Users do not:

- reproduce, modify, adapt, translate, arrange or create derivative works of all or part of the Solutions;
- decompile, disassemble or reverse engineer the Solutions, or attempt to extract their source code, except where expressly permitted by law;
- rent, lend, assign, sublicense, distribute or make available to any third party all or part of the Solutions, including as a service;
- share a User account or allow unauthorised persons to access the Solutions;
- circumvent the technical protection measures, usage limits or AI Credits metering mechanisms;
- use the Solutions to develop a competing product or service, or systematically extract content from them for that purpose;
- introduce any malicious code into the Solutions or disrupt their operation, integrity or security;
- use the Solutions in breach of applicable laws and regulations or of the rights of third parties.

8.3 No transfer

The Agreement shall not entail any transfer of ownership to the Client of the Solutions, their source code or any related element.

ARTICLE 9 — OBLIGATIONS OF THE CLIENT

The Client undertakes, in particular, to:

- provide accurate and complete information when placing the Order and keep it up to date;
- pay the price on the agreed due dates;
- use the Solutions in accordance with the Agreement, the Documentation and their professional purpose;
- ensure that its Users comply with the Agreement, for whom it shall be liable as for itself;

- appoint an Administrator and inform the Provider of any change concerning the Administrator;
- ensure the lawfulness of the Client Data and its right to process them and to disclose them to the Provider, and, more generally, comply with its obligations as controller;
- verify and validate the Outputs before any use, in accordance with Article 11;
- comply with the statutory, regulatory and professional-conduct rules specific to its profession;
- notify the Provider without delay of any malfunction, security incident or unauthorised use of which it becomes aware;
- retain, under its own responsibility, such copies of the Client Data as it deems necessary, by means of the available export functions.

ARTICLE 10 — OBLIGATIONS OF THE PROVIDER

The Provider undertakes, under an obligation of means (obligation de moyens), to:

- make the Solution subscribed for available to the Client in accordance with the Agreement;
- provide support under the conditions of Article 13;
- use reasonable diligence to ensure access to and proper operation of the Solution, under the conditions of Article 14;
- provide the updates to the Solution included in the Subscription;
- process the Client Data in accordance with the Client's instructions, the Agreement and the Data Processing Agreement;
- implement the security measures described in Article 23 and in the Data Processing Agreement;
- respect the confidentiality of the Client Data and of the Client's Confidential Information.

ARTICLE 11 — ARTIFICIAL INTELLIGENCE AND AI AGENTS

11.1 AI Agents

Each Solution includes five (5) AI Agents. For LL REMAKE LEGAL OS, the AI Agents are activated at the start of the pilot. The AI Agents prepare, analyse and propose; they are assistance tools and shall in no event replace the professional judgement of the User.

11.2 Human verification and validation

The Outputs must be verified and validated by the User before any use. No decision producing legal effects concerning a person is taken by automated means by the Solutions. No binding action, in particular a dispatch, a signature or a publication, is executed without the User's prior human validation.

11.3 Nature of the Outputs

The Outputs are produced by artificial intelligence systems that operate on a probabilistic basis. They may contain errors, omissions or inaccuracies. The Provider does not warrant the accuracy, completeness or fitness of the Outputs for any particular purpose. The Client remains solely responsible for the professional use it makes of the Outputs.

11.4 Pseudonymisation

The Client Data are pseudonymised before being transmitted to an artificial intelligence model, under the conditions described in the Data Processing Agreement.

11.5 No training

The Client Data are not used to train artificial intelligence models.

11.6 Suppliers

The artificial intelligence and hosting service providers used by the Provider are listed in the Data Processing Agreement.

ARTICLE 12 — AI CREDITS

12.1 Monthly allowance

Each Subscription includes a monthly allowance of AI Credits, as set out in the Offer Sheet provided to the Client before the Order. The allowance is pooled among all the Users of the Subscription.

12.2 Renewal and no carry-over

The AI Credits allowance is renewed each month, including where the Subscription is taken out under an annual Payment Schedule. AI Credits not used during a given month may not be carried over to subsequent months and shall give rise to no refund or credit note.

12.3 Alerts

The Client is informed, by means of alerts, of the level of consumption of its AI Credits allowance.

12.4 Cap reached

Once the monthly allowance has been exhausted, the processing carried out by the AI Agents shall be suspended until the allowance is renewed or topped up. The business functions of the Solution that do not rely on the AI Agents shall remain accessible.

12.5 Top-up

AI Credits may be topped up only at the express request of the Client's Administrator. No overage shall be invoiced to the Client without its prior consent.

ARTICLE 13 — SUPPORT

13.1 Arrangements

Support is provided by e-mail at support@llremake.app on Business Days. Information on support is available on the Support page.

13.2 Initial response time

The Provider shall send an initial response to any support request within a maximum of two (2) Business Days of its receipt.

13.3 Critical incidents

Critical incidents, namely the general unavailability of a Solution or a suspected data breach, shall be reported by e-mail bearing the subject line “CRITICAL INCIDENT”. They are handled as a priority.

13.4 Exclusions

Support does not cover requests resulting from use that does not comply with the Agreement or the Documentation, from a malfunction of the Client’s equipment or networks, or from unauthorised intervention by a third party. Training, configuration or custom development services may be provided on quotation.

ARTICLE 14 — AVAILABILITY AND MAINTENANCE

14.1 Obligation of means

The Provider shall use reasonable means to ensure the accessibility and operation of the Solutions. No availability rate is guaranteed under this version of the General Terms. The Provider is bound by an obligation of means.

14.2 Maintenance

The Provider may temporarily interrupt access to the Solutions for maintenance, update or improvement operations. Maintenance operations are announced to Clients where possible. In an emergency, in particular for security reasons, the Provider may intervene without notice.

14.3 Dependencies

The Client acknowledges that access to the Solutions depends, in particular, on the proper functioning of electronic communication networks and third-party services, not all parameters of which are within the Provider’s control.

ARTICLE 15 — CHANGES

15.1 Updates

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

15.2 Changes to features

The Provider may change the features, user experience and technical architecture of the Solutions, in particular to take account of technological, legal or regulatory developments, without substantially degrading the essential functions of the Solution subscribed for by the Client.

15.3 New features

New features, modules or separate Solutions may be offered to the Client for an additional price or under a new Subscription, which the Client remains free to take out or not.

ARTICLE 16 — PRICES, CURRENCIES AND TAXES

16.1 Prices

The prices of the Subscriptions are those in the price list published on the Pricing page on the date of the Order, as set out in the Order Summary. The prices of the BUSINESS Plan, private deployments and additional services are set by quotation.

16.2 Currencies

Prices are stated exclusive of tax, in the currency indicated in the Order Summary. Each currency price list is independent and is not derived from a conversion of the other price lists. The price is payable in the currency of the Order Summary.

16.3 Discounts

The annual Payment Schedule paid in full in advance entitles the Client to a discount of ten per cent (10%) on the corresponding monthly price. The annual Payment Schedule paid in instalments does not entitle the Client to any discount.

16.4 Value added tax

Applicable taxes shall be added to the prices exclusive of tax in accordance with the law applicable to the Provider and the Client's situation, and in particular:

- for Clients established in France, French value added tax shall be invoiced at the applicable rate;
- for taxable Clients established in another Member State of the European Union holding a valid intra-Community VAT number provided to the Provider, the invoice shall be issued exclusive of tax and the tax shall be self-assessed by the Client, in accordance with the applicable reverse-charge mechanism;
- for Clients established outside the European Union, the tax treatment shall be determined in accordance with the applicable rules.

The Client shall provide the Provider with the necessary tax information and inform it without delay of any change. The Client shall remain liable for any taxes, duties and levies for which it is liable under the law of its country of establishment.

16.5 Price changes

The Provider may change its prices. Any price 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 terminate the Subscription under the conditions of Article 19, with effect at the end of the current term.

ARTICLE 17 — PAYMENT AND INVOICING

17.1 Payment Schedules

When placing the Order, the Client shall choose one of the following Payment Schedules, insofar as they are offered for the relevant Solution:

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

17.2 Payment methods

Payment shall be made, according to the methods activated for the Client and stated in the Order Summary:

- by bank card, via a Stripe payment link;
- by SEPA direct debit, where this method is activated;
- by bank transfer, where applicable, quoting the reference indicated in the Order Summary.

The Provider does not store any bank card data, which is processed exclusively by the payment service provider. Information on payment methods is available on the Pricing — Payment page.

17.3 Confirmation of payment

A payment shall be deemed made only upon actual receipt of the funds, as confirmed by the Provider. No activation or renewal shall take place on the mere production of a proof of payment or a screenshot.

17.4 Instalments

Under an annual instalment Payment Schedule, all instalments shall remain due under the annual commitment, irrespective of the Client's actual use of the Solution. Failure to pay an instalment is governed by Articles 18 and 20.

17.5 Invoicing

The Provider shall issue an invoice for each payment, in accordance with the applicable invoicing regulations, including, where applicable, those relating to electronic invoicing. Invoices are sent to the Client electronically. No discount is granted for early payment.

17.6 Disputes

Any dispute relating to an invoice must be notified to the Provider, with reasons, as soon as possible following its receipt. A dispute concerning part of an invoice shall not relieve the Client of its obligation to pay the undisputed part.

ARTICLE 18 — LATE PAYMENT

18.1 Late-payment penalties

In accordance with the French Commercial Code (Code de commerce), any sum not paid by its due date shall automatically, and without any reminder being necessary, give rise to late-payment penalties at the rate provided for by the French Commercial Code (Code de commerce), namely the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points. Penalties shall accrue from the day following the due date until payment in full.

18.2 Fixed recovery indemnity

Any late payment shall furthermore automatically render payable a fixed recovery indemnity of €40, in accordance with the French Commercial Code (Code de commerce). Where the recovery costs incurred exceed the amount of that indemnity, the Provider may claim additional compensation upon providing supporting evidence.

18.3 Reminder and other consequences

In the event of non-payment, the Provider shall send the Client a reminder. If the reminder remains unheeded within the period specified therein, the Provider may suspend access to the relevant Solution under the conditions of Article 20, without prejudice to its right to terminate the Agreement in accordance with Article 19 and to claim the sums due. In the case of an annual commitment, the sums remaining due under the commitment shall remain payable.

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 5.5.

19.2 Monthly Subscription

The monthly Subscription is entered into without any minimum term. It renews from month to month until terminated. The Client may terminate it at any time, with effect at the end of the current month. No pro rata refund shall be due for the current month.

19.3 Annual Subscription

The annual Subscription 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 given at least thirty (30) days before the expiry date of the current period. Early termination of the annual Subscription by the Client, other than for breach by the Provider, shall give rise to no refund and shall not relieve the Client of its obligation to pay the instalments remaining due.

19.4 Termination procedure

Termination shall be notified under the conditions of Article 32. Where termination is effected by the Client, notice shall be given by the Administrator or by a duly authorised representative of the Client.

19.5 Termination for breach

In the event of a material breach by either Party of its obligations under the Agreement which is not remedied within thirty (30) days of receipt of a formal notice specifying the breach, the other Party may automatically terminate the relevant Agreement by notice, without prejudice to any damages. Persistent non-payment, breach of the restrictions in Article 8 and breach of Article 22 shall, in particular, constitute a material breach.

19.6 Effects of termination

The termination or expiry of a Subscription shall entail the cessation of the right to access and use the relevant Solution, subject to the limited export access provided for in Article 25. Sums that have fallen due shall remain payable. Provisions which by their nature are intended to survive the end of the Agreement, in particular Articles 22, 24, 25, 26 and 34, shall remain in force.

19.7 Independence of Subscriptions

In accordance with Article 6.3, the termination of one Subscription shall not entail the termination of the Client's other Subscriptions, save in the case of an expressly accepted bundled offer.

ARTICLE 20 — SUSPENSION

20.1 Grounds for suspension

The Provider may suspend, in whole or in part, access to a Solution:

- in the event of non-payment, where the reminder sent to the Client remains unheeded within the period specified therein;
- in the event of use of the Solution in breach of Article 8 or of applicable laws, or likely to compromise the security or integrity of the Solution, the data or other clients;
- upon an order of an administrative or judicial authority.

20.2 Procedure

Save in an emergency or upon an order of an authority, the Provider shall inform the Client in advance of the suspension and of the reason for it. The suspension shall be proportionate to the breach identified and shall be lifted as soon as its cause has ceased, in particular upon effective confirmation of payment of the sums due.

20.3 Effects

The Client Data shall be retained during the suspension. The suspension shall not suspend the Client's payment obligations; the annual commitment shall remain due. The suspension shall not entitle the Client to any compensation where it results from the Client's own act.

ARTICLE 21 — PERSONAL DATA

21.1 Applicable framework

The Parties undertake to comply with the applicable regulations on the protection of Personal Data, in particular Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and, where certain processing is subject to it, Ivorian Law No. 2013-450 of 19 June 2013 on the protection of personal data.

21.2 Roles of the Parties

The Client is the controller of the Personal Data that it records or causes to be recorded in the Solutions. The Provider acts as processor, on behalf of and on the documented instructions of the Client, under the conditions of the Data Processing Agreement entered into pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR).

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 the Solutions. No processing of real data may take place before it has been signed. 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, including the artificial intelligence and hosting providers, and the conditions of any data transfers.

21.4 Data processed by the Provider on its own behalf

The Provider processes, as controller, the Personal Data relating to the Client's representatives, Administrators and contacts, for the purposes of managing the business relationship, invoicing, support and security, under the conditions described in the privacy policy.

21.5 Data breach

The Provider shall notify the Client of any Personal Data breach of which it becomes aware as soon as possible, under the conditions set out in the Data Processing Agreement, so as to enable the Client to comply with its own obligations.

ARTICLE 22 — CONFIDENTIALITY AND PROFESSIONAL SECRECY

22.1 Confidential Information

"Confidential Information" means all information, of whatever nature and on whatever medium, disclosed by one Party to the other or of which a Party becomes aware in connection with the Agreement, including, in particular, the Client Data, the technical, commercial and financial information relating to the Solutions, and the specific financial terms granted to the Client.

22.2 Exceptions

Confidential Information shall not include information which the receiving Party demonstrates was public or has become public through no fault of its own, was lawfully in its possession before its disclosure, was lawfully received from a third party not bound by confidentiality, or was independently developed by it.

22.3 Obligations

Each Party undertakes, on a reciprocal basis, not to disclose the other Party's Confidential Information, to use it solely for the performance of the Agreement and to grant access to it only to those members of its staff, advisers and subcontractors who need to know it and who are bound by a confidentiality obligation at least equivalent to this one. A Party may disclose Confidential Information where required by law or by a judicial or administrative authority, informing the other Party in advance where permitted.

22.4 Professional secrecy of the Client

The Provider acknowledges that the Client may be subject to a statutory or professional-conduct duty of professional secrecy. The Provider undertakes to respect that secrecy, to access the Client Data only to the extent strictly necessary for the performance of the Agreement, in particular for support and security purposes, and to ensure that its staff and subcontractors comply with this obligation.

22.5 Duration

The obligations under this Article shall apply throughout the term of the Agreement and for as long as the information concerned remains confidential, and, in respect of information covered by the Client's professional secrecy, without limitation in time.

ARTICLE 23 — SECURITY

23.1 Security measures

The Provider shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, aimed in particular at preserving the confidentiality, integrity and availability of the Client Data, as described in the Data Processing Agreement. These measures include, in particular, pseudonymisation of data before transmission to an artificial intelligence model and access management.

23.2 Obligations of the Client

The Client shall, for its part, implement the security measures for which it is responsible, in particular the protection of its equipment, the confidentiality of login credentials, the management of its Users' rights and the deactivation of the accounts of persons who have ceased to be authorised.

23.3 Incidents

Each Party shall inform the other, as soon as possible, of any security incident affecting or likely to affect the Solutions or the Client Data. The Client shall report any critical incident in accordance with Article 13.3.

ARTICLE 24 — INTELLECTUAL PROPERTY

24.1 Solutions

The Solutions, their source and object code, their architecture, their databases, their Documentation, their interfaces, and the trade marks, names and distinctive signs relating to them, are exploited by the Provider by virtue of the rights that it holds or that have been licensed to it. The Agreement shall not entail any transfer of ownership to the Client. The Client is granted only the right of access and use defined in Article 8.

24.2 Client Data

The Client retains all rights in the Client Data. The Client grants the Provider, solely for the term of the Agreement and solely for the purposes of its performance, the right to host, reproduce and process the Client Data under the conditions of the Agreement and the Data Processing Agreement.

24.3 Outputs

Subject to the rights of third parties and the Provider's rights in the Solutions, the Client may freely use, for the purposes of its business, the Outputs generated from the Client Data.

24.4 Suggestions

Suggestions for improvement spontaneously provided by the Client may be freely exploited by the Provider to develop the Solutions, without consideration, excluding any Confidential Information and any Client Data.

24.5 Warranty of quiet enjoyment

The Provider warrants to the Client the quiet enjoyment of the right of access and use granted. In the event of a third-party claim alleging that compliant use of a Solution infringes its intellectual property rights, the Provider may, at its option, obtain for the Client the right to continue using it, modify or replace the element concerned, or, failing that, terminate the relevant Subscription and refund the Client the portion of the price paid corresponding to the unexpired period. This warranty shall not apply to claims arising from the Client Data, from use not in accordance with the Agreement or from a combination with elements not supplied by the Provider.

ARTICLE 25 — REVERSIBILITY AND END OF THE AGREEMENT

25.1 Export during the Subscription

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

25.2 Export period after the end of the Subscription

For a period of thirty (30) days following the end of the Subscription, for whatever reason, the Client shall retain limited access for the purpose of exporting the Client Data, without the ability to create new files. It is the Client's responsibility to carry out the export during that period.

25.3 Deletion

At the end of the export period, the Provider shall delete the Client Data within a maximum of ninety (90) days, subject to the statutory retention obligations incumbent upon it, in particular under French law, Ivorian law and the OHADA Uniform Acts, and to the normal backup erasure cycle. A certificate of deletion shall be issued to the Client upon request.

25.4 Additional assistance

Any reversibility assistance going beyond the provision of the export functions, in particular format conversion or migration to another tool, may be provided as a service on quotation.

ARTICLE 26 — LIABILITY

26.1 Obligation of means

The Provider is bound by an obligation of means in respect of all of its obligations.

26.2 Indirect loss

The Provider may be held liable only for direct and foreseeable loss resulting from a proven breach of its obligations. Indirect loss is excluded, in particular loss of turnover, profits, customers, opportunity or reputation, as well as loss resulting from third-party action against the Client.

26.3 Cap

The Provider's total aggregate liability under the Agreement, for all causes combined, shall be limited to the amount, exclusive of tax, actually paid by the Client for the relevant Solution during the twelve (12) months preceding the event giving rise to liability.

26.4 Exceptions

The limitations and exclusions in this Article shall not apply in the event of gross negligence or wilful misconduct, nor where a mandatory statutory provision precludes them.

26.5 Liability of the Client

The Client remains solely responsible for the professional use of the Outputs, for the acts it performs by means of the Solutions, for the content of the Client Data and for compliance with its statutory, regulatory and professional-conduct obligations. The Provider does not provide any legal, tax, accounting or financial advice by means of the Solutions.

26.6 Exclusions

The Provider shall not be liable for any loss resulting from non-compliant use of the Solutions, failure to verify the Outputs, failure of the Client's equipment or networks, disclosure of login credentials by the Client or its Users, an event of force majeure or the act of a third party.

26.7 Balance

The Parties acknowledge that the price of the Subscriptions reflects the allocation of risks resulting from this Article, which constitutes an essential condition of the Agreement.

ARTICLE 27 — FORCE MAJEURE

27.1 Definition

Neither Party shall be liable for any failure to perform its obligations where such failure results from an event of force majeure within the meaning of the French Civil Code (Code civil), namely an event beyond its control which could not reasonably have been foreseen at the time the Agreement was concluded and the effects of which cannot be avoided by appropriate measures.

27.2 Effects

The affected Party shall inform the other Party without delay of the occurrence of the event and of its foreseeable duration. Performance of the affected obligations shall be suspended for the duration of the impediment. The obligation to pay sums that have fallen due shall not be suspended. If the impediment continues for more than thirty (30) days, either Party may terminate the relevant Subscription by notice, without compensation.

ARTICLE 28 — DEMO

28.1 Demo access

The Provider may offer demo access to certain Solutions. As at the date of the General Terms, only LL REMAKE LEGAL OS · Notary Edition is offered as a demo, under the conditions described on the Demo page.

28.2 Conditions

Demo access is granted solely for evaluation purposes. It is personal, temporary and revocable at any time. It creates no obligation on the Client to subscribe and no obligation on the Provider to make any Solution available beyond the duration of the demo.

28.3 Data

No real Personal Data may be processed in the course of the demo until the Data Processing Agreement has been signed. Data recorded in a demo environment may be deleted at the end of the demo.

28.4 No warranty

Demo access is provided “as is”. The provisions of the General Terms relating to the licence, restrictions, confidentiality and intellectual property shall apply to it.

ARTICLE 29 — PRIVATE AND BESPOKE DEPLOYMENT

29.1 Offer on quotation

The Provider may offer, on quotation, the installation of a Solution on a Client server or in a private cloud environment, as well as bespoke developments or adaptations.

29.2 Specific agreement

These services shall be the subject of an electronically signed specific agreement specifying, in particular, the scope, the deliverables, the timetable, the respective responsibilities of the Parties with regard to infrastructure, operations and security, and the payment schedule, which shall comprise no more than four (4) payments.

29.3 No transfer

Private or bespoke deployment shall not entail any transfer of ownership to the Client, whether of the Solution or of its source code, save as expressly provided otherwise in the specific agreement.

ARTICLE 30 — ASSIGNMENT AND SUBCONTRACTING

30.1 Assignment by the Provider

The Provider may assign or transfer all or part of the Agreement to an entity of its group or to any successor, in particular in the event of a merger, demerger, contribution or sale of business, provided that it informs the Client.

30.2 Assignment by the Client

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

30.3 Subcontracting

The Provider may use subcontractors to perform all or part of its obligations, in particular for hosting, artificial intelligence services and payment. The Provider shall remain liable to the Client for their services. The use of sub-processors processing Personal Data is governed by the Data Processing Agreement.

ARTICLE 31 — AMENDMENT OF THE GENERAL TERMS

31.1 Right to amend

The Provider may amend the General Terms, in particular to take account of legal, regulatory, case-law or technical developments, or of changes to the Solutions. Each version is identified by a version number and published on the Legal Centre page.

31.2 Application to current Subscriptions

The version of the General Terms accepted at the time of the Order shall remain applicable to the Subscription until its expiry. Any new version shall be notified to the Client within a reasonable period before it takes effect and shall apply from the next renewal of the Subscription. A Client that does not accept the new version may terminate the Subscription with effect at the end of the current term.

31.3 Mandatory amendments

By way of exception, amendments required by a mandatory statutory or regulatory provision or by a decision of an authority may apply as from their notification.

ARTICLE 32 — NOTICES

32.1 Form

Save as otherwise provided, notices under the Agreement shall be validly given by e-mail or by registered letter with acknowledgement of receipt.

32.2 Addresses

Notices to the Provider shall be sent to hello@llremake.app or, by post, to its registered office. Support requests and incident reports shall be sent to support@llremake.app. Notices to the Client shall be sent to the Administrator's e-mail address or to the address stated in the Order Summary.

32.3 Date

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. A notice sent by registered letter shall be deemed received on the date of first presentation.

32.4 Change of address

Each Party shall inform the other without delay of any change in its contact details for notices.

ARTICLE 33 — GENERAL PROVISIONS

33.1 Entire agreement

The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes any prior agreement, proposal or document having the same subject matter.

33.2 Severability

If any provision of the Agreement is declared null and void or deemed unwritten, in particular pursuant to the French Civil Code (Code civil), Article 1171, the remaining provisions shall retain their full force and effect, and the Parties shall endeavour to replace it with a valid provision of equivalent economic effect.

33.3 No waiver

A Party's failure to invoke a breach by the other Party of any of its obligations shall not constitute a waiver of the right to invoke it subsequently.

33.4 Independence of the Parties

The Parties act as independent contractors. The Agreement creates no relationship of subordination, agency, partnership or joint venture between them.

33.5 Commercial reference

The Provider may use the Client's name or logo as a commercial reference only with the Client's prior written consent.

33.6 Language

The General Terms are drafted in French. In the event of translation, only the French version shall be authoritative.

33.7 Headings

The headings of the Articles are for convenience only and shall not affect the interpretation of the provisions.

ARTICLE 34 — GOVERNING LAW AND DISPUTE RESOLUTION

34.1 Governing law

The Agreement shall be governed by French law.

34.2 Amicable settlement

In the event of a dispute relating to the formation, 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 subject matter of the dispute. Failing agreement within thirty (30) days of that notification, each Party shall be free to take action. This procedure shall not preclude applications for interim relief or ex parte applications.

34.3 Jurisdiction

The Client acting in a professional capacity, any dispute not resolved amicably shall be submitted to the exclusive jurisdiction of the competent courts within the jurisdiction of the

Paris Court of Appeal, including in the event of multiple defendants, third-party proceedings for indemnity or emergency proceedings.

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