LL REMAKE APP

SPECIAL CONDITIONS LL REMAKE LEGAL OS

Notary Edition · Côte d'Ivoire and France

CÔTE D'IVOIRE · FRANCE

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CONTRACTUAL DOCUMENT · ENGLISH TRANSLATION, THE FRENCH VERSION PREVAILS

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These special terms and conditions govern access to and use of the LL REMAKE LEGAL OS · Notary Edition solution. They supplement the general terms and conditions of sale of LL REMAKE APP applicable to the Client, of which they form an integral part, and shall prevail over them within their scope.

ARTICLE 1 — DEFINITIONS

Terms defined in the GTCS shall have the same meaning when used herein. For the purposes hereof, the following terms, when capitalised and used in the singular or the plural, shall have the following meanings:

- **"Data Processing Agreement"** means the agreement entered into between the Provider and the Client pursuant to the regulations on the protection of personal data, which sets out the conditions under which the Provider processes, as processor, Personal Data on behalf of the Client, together with the list of artificial intelligence and hosting providers engaged.
- **"AI Agents"** means the five (5) assistants based on artificial intelligence techniques integrated into the Solution and described in Article 5.
- **"GTCS"** means the general terms and conditions of sale of LL REMAKE APP applicable to the Client, being either those entered into with LL REMAKE AFRICA (Côte d'Ivoire) or those entered into with LL REMAKE (France), depending on the seller stated in the Summary, as published on the /juridique/ page.
- **"Client"** means the person, acting for professional purposes, who holds a notarial office or practises as a notary, individually or through a company, and who subscribes to the Solution for the purposes of its Office.
- **"Corpus"** means all documents, texts, templates, notes and sources uploaded to the Solution by the Client or under its responsibility.
- **"Office Data"** means all information, content, documents, files, templates and data, including Personal Data, recorded, uploaded or generated in the Solution by the Client or its Users.
- **"Personal Data"** means any information relating to an identified or identifiable natural person, within the meaning of Ivorian Law No. 2013-450 of 19 June 2013 on the protection of personal data and, where applicable, Regulation (EU) 2016/679 (GDPR).
- **"Real Data"** means any data relating to existing persons, files, deeds, transactions or funds, as opposed to fictitious or test data.
- **"Office"** means the Client's notary office, understood as the segregated space allocated to it within the Solution.
- **"Rules-to-be-Validated Feature"** means a feature of the Solution whose calculation, classification, numbering or control rules are configured by default and must be checked and validated by the Office prior to any operational use.
- **"Pilot"** means the initial period of assisted use of the Solution defined in Article 9.
- **"Provider"** means the company identified as the seller in the Summary, being either LL REMAKE AFRICA, a SARL governed by Ivorian law, or LL REMAKE, an EURL governed by French law, as presented in the GTCS and on the /mentions-legales/ page.
- **"Summary"** means the summary of the subscription request or the purchase order stating, in particular, the reference, the Solution, the plan, the number of Users, the payment frequency, the currency, the amount exclusive of taxes and the seller.

- **“Solution”** means the LL REMAKE LEGAL OS · Notary Edition software solution, accessible online on a SaaS basis, in its current version, including its updates and the AI Agents integrated into it.
- **“User”** means any natural person, being a member of the Office or acting under the authority of the Client, holding a named account giving access to the Solution, within the limit of the number of Users subscribed.

ARTICLE 2 — PURPOSE AND RELATIONSHIP WITH THE GTCS

2.1 Purpose

The purpose of these special terms and conditions is to define the functional scope of the Solution, the specific conditions of its use by a notary office, the conditions of the Pilot and of the set-up, as well as the provisions specific to confidentiality, professional secrecy, use of the AI Agents, reversibility and the allocation of liability.

2.2 Relationship with the GTCS

These terms shall apply equally with the GTCS entered into with LL REMAKE AFRICA (Côte d’Ivoire) or with the GTCS entered into with LL REMAKE (France), depending on the seller stated in the Summary. For all matters not governed hereby, including formation of the contract, payment terms, term, renewal, termination, force majeure, assignment, governing law and dispute resolution, the applicable GTCS shall apply.

2.3 Order of precedence

In the event of any conflict between the contractual documents, the order of precedence shall be as follows: the Summary or the purchase order, then these special terms and conditions, then the GTCS, then the schedules. By way of exception, the Data Processing Agreement shall prevail over any other document with regard to the protection of Personal Data. Where applicable, a specific contract signed electronically, entered into in particular for a negotiated contract or a private deployment, shall prevail on the terms set out therein.

2.4 Acceptance

These terms are brought to the Client’s attention prior to subscription and expressly accepted by the Client, by means of an unticked box, as part of the online subscription request. They are provided to the Client on a durable medium together with the confirmation of the subscription, under the conditions set out in the GTCS.

2.5 Separate Subscription

The subscription to the Solution constitutes a Subscription separate from any other Subscription taken out by the Client to another solution of LL REMAKE APP. Termination or suspension of the Subscription to the Solution shall not affect the other Subscriptions, and vice versa, save for a bundled offer expressly accepted by the Client.

ARTICLE 3 — DESCRIPTION OF THE SOLUTION

3.1 Principle

The Solution is a tool for managing and organising the business of a notary office. It is intended to assist the Office in monitoring its files, preparing its deeds, managing its documents, diary,

formalities, team and funds, and in making use of its own Corpus. The features described in this Article are provided within the limits of their status as specified in Article 4.

3.2 Files

The Solution enables the creation, monitoring and filing of the Office's files, the recording of parties and other persons involved, documents and stages, as well as monitoring of the progress of each file.

3.3 Deeds and the Office's Word templates

The Solution enables the Office to import its own deed templates in Word format and to use them to prepare draft deeds on the basis of the information recorded in the files. The templates remain those of the Office, which alone determines their content. The drafts generated constitute working documents subject to review, verification and validation by the notary prior to any use.

3.4 Documents

The Solution enables the uploading, filing, consultation and internal sharing of documents attached to files, within the limits of the access rights granted to each User.

3.5 Diary and formalities

The Solution enables management of the Office's diary, scheduling of appointments and signings, and monitoring of the formalities and deadlines attached to files. Formalities monitoring constitutes an internal organisational tool; it does not itself carry out the formalities and does not replace the steps that the Office must take with the competent authorities, departments and bodies.

3.6 Team and roles

The Solution enables the Office's team to be organised according to distinct roles, including notary, notarial clerk, accountant and assistant, to which differentiated access rights are attached. The allocation of roles and access rights is the sole responsibility of the Client.

3.7 Office accounting

The Solution includes an accounting monitoring module distinguishing between the Office's funds and funds held on behalf of the Office's clients, recorded separately. This module constitutes a monitoring and management support tool. It does not constitute regulatory notarial accounting and does not replace either the accounts that the Office is required to keep in accordance with the rules applicable to its profession or the obligations relating to the handling, deposit and control of third-party funds. The operating rules of this module constitute Rules-to-be-Validated Features: they must be checked and validated by the Office, where applicable with its chartered accountant or the competent supervisory bodies, prior to any operational use.

3.8 Working register of deeds

The Solution includes a working register enabling the Office to list and monitor deeds in preparation and deeds executed. This register constitutes an internal organisational tool. It replaces neither the statutory register of deeds kept pursuant to the rules applicable to the notarial profession nor the safekeeping of the original deeds (minutes), which remain the sole responsibility of the notary in the forms and on the media prescribed by those rules.

3.9 Corpus search

The Solution enables searches to be carried out in the Corpus uploaded by the Office. Results are presented with citations of the Corpus sources from which they derive, so as to enable their verification. The relevance, accuracy, currency and lawfulness of the Corpus are the responsibility of the Client. The search does not extend to external legal databases, unless otherwise stated in the Summary or the offer sheet.

3.10 AI Agents

The Solution integrates five (5) AI Agents, described in Article 5, activated at the start of the Pilot.

ARTICLE 4 — STATUS OF FEATURES

4.1 Rules-to-be-Validated Features

Certain features of the Solution, in particular those relating to Office accounting, the working register of deeds, numbering, calculations and the monitoring of deadlines and formalities, are identified as Rules-to-be-Validated Features. The Client undertakes, prior to any operational use, to check and validate their rules in light of the regulations and practices applicable to its Office, and to notify the Provider of any rule it considers unsuitable. Until such validation has taken place, these features shall be used for test purposes only.

4.2 Features not included

Unless otherwise stated in the Summary or the offer sheet, the following are not included in the Solution:

- searching external legal databases, the Solution operating solely on the Corpus uploaded by the Office;
- connections to external communication channels enabling the automated sending or receipt of messages from the Solution;
- interconnections with third-party systems, online services or registers.

4.3 Changes

Updates to the Solution are included in the Subscription. The Provider may change the features, without materially degrading the essential functions subscribed, under the conditions set out in the GTCS. Any new feature constituting a Rules-to-be-Validated Feature shall be identified as such to the Client.

ARTICLE 5 — AI AGENTS

5.1 Overview

The Solution integrates the following five (5) AI Agents, activated at the start of the Pilot:

AI Agent	Function
Files	Assists the Office in organising and monitoring files: summary of the status of a file, identification of missing documents or stages, suggestions for next actions.
Drafting	Prepares draft documents and deeds on the basis of the Office's templates and the information in the file, and suggests rewordings.
Research	Carries out searches in the Corpus and returns elements of response together with citations of their sources.
Client relations	Prepares draft messages and replies intended for the Office's clients, without sending them.
Management	Prepares summaries and indicators relating to the Office's business on the basis of the data recorded in the Solution.

5.2 Nature of outputs

The AI Agents prepare, analyse and suggest. Their outputs constitute suggestions and working documents. They may contain errors, omissions or inaccuracies and shall in no event constitute legal, tax or accounting advice, nor a deed, nor a decision.

5.3 Mandatory human validation

Any output produced by an AI Agent shall be checked and validated by an authorised User prior to any use. No decision producing legal effects concerning a person is taken by automated means by the Solution. No binding action, including the sending of a message or document, signature or publication, is carried out without prior human validation.

5.4 Verification of sources

The Client undertakes to check the sources cited by the AI Agents and to verify that the outputs comply with the applicable legislation, case law and documents, in their current version. The citation of a source shall not relieve the User of the obligation to verify it.

5.5 Pseudonymisation

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

5.6 No training

No Office Data is used to train artificial intelligence models, whether by the Provider or by the providers it engages. The artificial intelligence and hosting providers are listed in the Data Processing Agreement.

5.7 AI credits

Use of the AI Agents is subject to a monthly allowance of AI credits set in accordance with the offer sheet provided prior to subscription. This allowance is pooled among the Office's Users, renewed each month, including in the case of an annual Subscription, and may not be carried over from one month to the next. Alerts inform the Client of the consumption of the allowance. When the cap is reached, processing by the AI Agents is suspended, the business functions of the Solution remaining accessible. A top-up may only be made at the express request of the Client's administrator; no overage shall be invoiced without the administrator's consent.

5.8 Prohibited uses

The Client shall not use, and shall prohibit its Users from using, the AI Agents:

- to circumvent, evade or automate, in whole or in part, the performance of its legal, regulatory or professional conduct obligations, including its obligations of verification, advice, due diligence and reporting;
- to produce deeds, documents or messages intended to be used without review or validation by an authorised User;
- to process data not relating to the Office's business or which the Client is not entitled to process;
- for unlawful or fraudulent purposes or purposes contrary to public policy.

ARTICLE 6 — REGULATED PROFESSION AND LIABILITY OF THE NOTARY

6.1 Sole liability of the notary

The Client acknowledges that the Solution is an assistance tool. The notary remains solely responsible for:

- the deeds the notary executes or draws up, their content, validity and effectiveness;
- the advice given to the notary's clients;
- the authenticity conferred on the notary's deeds and compliance with the formalities required for that purpose;
- verification of the identity, capacity and powers of the parties, and of the documents and information provided to the notary;
- compliance with the notary's professional conduct and professional obligations;
- compliance with the notary's AML/CFT obligations;
- compliance with the notary's obligations relating to the keeping of registers and the safekeeping of deeds, original deeds (minutes) and documents.

6.2 No substitution for statutory registers and formalities

The Solution is not intended to replace the registers, statutory registers, accounts, formalities, declarations and methods of safekeeping required by the laws and regulations applicable to the notarial profession. The Client remains bound to perform and keep them in the forms and on the media prescribed by those provisions.

6.3 No advice from the Provider

The Provider does not carry on any legal advisory activity or any activity reserved to the notarial profession. The provision of the Solution, its configuration and the support provided for in Articles 9 and 10 shall not be construed as the provision of legal, tax, accounting or professional conduct advice.

6.4 Compliant use

The Client shall be responsible for ensuring that its use of the Solution complies with the rules applicable to its profession, including, where applicable, the rules relating to the use of external service providers and to the hosting of data covered by professional secrecy, and for making, where required, any notifications or obtaining any authorisations required from the competent bodies.

ARTICLE 7 — PROFESSIONAL SECRECY, CONFIDENTIALITY AND SECURITY

7.1 Respect for professional secrecy

The Provider acknowledges that Office Data may be covered by the notary's professional secrecy. The Provider undertakes to respect its confidential nature, to process it solely for the purposes of providing the Solution and in accordance with the Client's instructions, and to impose the same obligation on persons acting under its authority and on its subcontractors, under the conditions set out in the GTCS and in the Data Processing Agreement.

7.2 Specific measures

The Solution implements the following measures:

- **Segregation by Office:** the Data of each Office are logically separated from those of the Provider's other clients and are not accessible to them;
- **Role-based access rights:** access to files, documents and functions is determined by the role allocated to each User;
- **Notary's confidential diary:** the notary's personal diary may be made inaccessible to other Users;
- **Activity log:** significant actions carried out in the Solution are recorded in a log ensuring their traceability;
- **Read-only archives:** archived files are accessible in read-only mode and can no longer be modified.

7.3 Client's obligations

The Client is responsible for allocating accounts and roles, for revoking without delay the access of Users who leave the Office or change functions, for the confidentiality of its Users' credentials and for the security of the devices and networks used to access the Solution. Accounts are named and may not be shared.

7.4 Incidents

Any suspected data breach or unauthorised access shall be reported without delay by the Client to support@llremake.app with the subject line "INCIDENT CRITIQUE". The respective obligations of the parties in the event of a Personal Data breach are set out in the Data Processing Agreement.

ARTICLE 8 — PERSONAL DATA AND REAL DATA

8.1 Capacity of the parties

The Client acts as controller of the Personal Data it records in the Solution. The Provider acts as processor, on behalf of and on the instructions of the Client, under the conditions of the Data Processing Agreement. The applicable framework comprises Ivorian Law No. 2013-450 of 19 June 2013 on the protection of personal data and the rules issued by the competent data protection authority in Côte d'Ivoire (ARTCI) and, where applicable, Regulation (EU) 2016/679 (GDPR).

8.2 Prohibition on uploading Real Data

The Client shall not upload, enter or import any Real Data into the Solution until both of the following cumulative conditions have been met:

1. the Data Processing Agreement has been signed by both parties;
2. the measures provided for the Pilot have been activated and confirmed in writing by the Provider, including named accounts, two-factor authentication and backups.

Until these conditions have been met, the Solution may only be used with fictitious data or templates containing no Personal Data. Any uploading of Real Data in breach of this Article shall be carried out at the Client's sole responsibility.

8.3 Controller's obligations

The Client shall be responsible for informing data subjects, determining the legal bases and retention periods of the processing it carries out, completing any formalities required with the competent supervisory authority and responding to requests to exercise rights, with the Provider assisting it under the conditions set out in the Data Processing Agreement.

ARTICLE 9 — ASSISTED PILOT

9.1 Definition

The Pilot is an initial period of assisted use of the Solution lasting three (3) months, during which the Provider assists the Office in getting to grips with the Solution and adapting it to its organisation. The Pilot begins on the date of activation of the Office's accounts, as notified by the Provider. The AI Agents are activated at the start of the Pilot.

9.2 Objectives

The objectives of the Pilot are:

- to configure the Office and import its templates under the conditions of Article 10;
- to enable Users to familiarise themselves with the Solution and the AI Agents;
- to enable the Office to check and validate the Rules-to-be-Validated Features;
- to identify configuration adjustments useful to the Office's organisation;
- to enable the Client to assess the suitability of the Solution for its needs.

9.3 Undertakings of the parties during the Pilot

The Provider shall use reasonable means to support the Office in accordance with the arrangements agreed during the set-up. The Client undertakes to appoint a designated contact person, to make available the templates and information required for configuration, to involve the relevant Users and to communicate its feedback to the Provider. The obligations under Article 8 shall apply throughout the Pilot.

9.4 Financial terms

The financial terms of the Pilot are those set out in the Summary, in accordance with the price list published on the /tarifs/ page.

9.5 End of the Pilot and Subscription

Upon expiry of the Pilot, use of the Solution shall continue under a Subscription, according to the plan, number of Users, payment frequency and currency stated in the Summary, in accordance with the GTCS. In the absence of a Subscription upon expiry of the Pilot, the provisions relating to the end of the contract and reversibility set out in Article 13 shall apply.

ARTICLE 10 — SET-UP

10.1 Content

The set-up of the Solution comprises:

- **configuration of the Office:** creation of the Office's space, configuration of roles and access rights, initial configuration of features based on the information provided by the Client;
- **import of templates:** import into the Solution of the deed templates in Word format provided by the Office;
- **creation of accounts:** creation of named User accounts, within the limit of the number of Users subscribed.

10.2 Information provided by the Client

The Client shall provide the information and templates required for the set-up and warrants that it owns them or holds the rights permitting their import and use in the Solution. The Provider is not required to check the legal content of the imported templates, for which the Office remains solely responsible. The imported templates shall not contain any Real Data before the conditions of Article 8.2 have been met.

10.3 Additional services

Any service exceeding the content defined in Article 10.1, including the migration of data from other software, the specific adaptation of features or an installation on the Client's server or in a private cloud, shall be subject to a prior quotation. An installation on the Client's server or in a private cloud shall not entail any transfer of ownership of the Solution or of its source code.

ARTICLE 11 — PRICES, PLANS AND USERS

11.1 Prices

The prices of the Solution are those of the LEGAL OS price list published on the /tarifs/ page, stated exclusive of taxes, in the selected currency. Applicable taxes are added in accordance with the law of the seller and the Client's situation. Payment terms are specified on the /tarifs/#paiement page and in the GTCS.

11.2 Plans

The Solution is offered under the SOLO (one User), DUO (two Users), TEAM (three to ten Users, price per User) and BUSINESS (eleven Users or more, on quotation) plans. The authorised number of Users is that stated in the Summary.

11.3 Frequencies

Payment frequencies, renewal and termination conditions and the terms for price changes are those set out in the GTCS and restated on the /tarifs/#conditions page.

ARTICLE 12 — LICENCE AND OFFICE CONTENT

12.1 Licence

For the term of the Subscription and within the limit of the authorised number of Users, the Client is granted a personal, non-exclusive, non-transferable and non-sublicensable right to access and use the Solution, solely for the internal purposes of its Office, under the conditions

set out in the GTCS. The Solutions are operated by the Provider under the rights it owns or which have been licensed to it; no transfer of ownership takes place in favour of the Client.

12.2 Office content

The Client retains all rights it holds in the Office Data, including its deed templates and its Corpus. It authorises the Provider to host, reproduce and process them solely to the extent necessary for the provision of the Solution, for the term of the Subscription and of the reversibility period.

ARTICLE 13 — SPECIFIC REVERSIBILITY

13.1 Export

Throughout the term of the Subscription and for thirty (30) days following its end, the Client may export the Office's files and documents, together with the other Office Data, in the formats available in the Solution. During this thirty (30) day period, access is limited to export, without the possibility of creating new files.

13.2 Responsibility for export

The Client shall be responsible for carrying out the export in good time and for retaining the exported data in accordance with the rules applicable to its profession. Exported documents shall not replace the original deeds (minutes), statutory registers and registers that the notary is required to retain in the legally prescribed forms.

13.3 Deletion

Upon expiry of the export period, the Office Data shall be deleted within a maximum period of ninety (90) days, subject to the statutory retention obligations applicable to the Provider under Ivorian law, French law and OHADA law, and to the backup cycle. A certificate of deletion shall be issued to the Client upon request.

ARTICLE 14 — SPECIFIC LIABILITY PROVISIONS

14.1 Obligation of means

The Provider is bound by an obligation of means (obligation de moyens) in providing the Solution. No availability rate is guaranteed. Maintenance operations are announced whenever possible.

14.2 Exclusions

The Provider shall not be liable for:

- the content, validity and effectiveness of deeds, documents and messages drawn up by the Office, including on the basis of drafts prepared by the Solution or by the AI Agents;
- the Client's use of outputs produced by the AI Agents without verification or validation;
- the consequences of the operational use of a Rules-to-be-Validated Feature whose rules have not been validated by the Office;
- the inaccuracy, incompleteness or obsolescence of the Corpus and templates provided by the Office;
- the Client's failure to comply with its legal, regulatory and professional conduct obligations, in particular with regard to the keeping of registers, accounting, handling of funds,

safekeeping and AML/CFT;

- the consequences of uploading Real Data in breach of Article 8.2;
- the consequences of improper management of accounts, roles and access rights by the Client.

14.3 Indirect loss and cap

The Provider shall not be liable for indirect loss, such as loss of turnover, loss of clientele, loss of opportunity or damage to reputation. Its aggregate liability, on any grounds whatsoever, shall be capped at the amount exclusive of taxes actually paid by the Client in respect of the Solution during the twelve (12) months preceding the event giving rise to liability. These limitations shall not apply in the event of gross negligence or wilful misconduct, or where mandatory provisions preclude them.

14.4 Client's liability

The Client remains solely responsible for the professional use of the outputs produced by the Solution, for its deeds and for compliance with its professional conduct obligations. The Client shall indemnify the Provider against any third-party claim arising from use of the Solution contrary to these terms or to the rules applicable to its profession.

ARTICLE 15 — SUPPORT

Support is provided by e-mail at support@llremake.app, on business days, with a first response within a maximum of two (2) business days. Critical incidents, including general unavailability or a suspected data breach, shall be reported with the subject line "INCIDENT CRITIQUE" and handled as a priority. The support arrangements are described on the /support/ page.

ARTICLE 16 — FINAL PROVISIONS

16.1 Term

These terms shall enter into force upon formation of the contract under the conditions set out in the GTCS and shall remain applicable throughout the Pilot and the Subscription, and during the reversibility period for the provisions relating thereto.

16.2 Survival

The provisions relating to professional secrecy, confidentiality, data protection, reversibility and liability shall survive the end of the contract for the period necessary for their performance.

16.3 Governing law and disputes

The governing law and competent court shall be those provided for in the GTCS applicable to the Client.

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