

General Terms and Conditions of Use and Service

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PREAMBLE

These General Terms and Conditions of Use and Service (hereinafter “**GTCUS**”) apply to all contractual relations between the company **BILLABEX**, a SAS with a capital of 1,000 euros, whose registered office is located at 26 rue Bosquet – 75007 Paris, 984 298 505 RCS Paris (hereinafter the “**Provider**”) and its professional clients (hereinafter the “**Client**”) within the framework of the use of the SaaS software platform and the Solution offered by Billabex (the “**Solution**”). The Provider and the Client shall hereinafter be referred to together as the “**Parties**”, or individually as a “**Party**”.

The Provider reserves the right to modify these General Terms and Conditions of Use and Service at any time. The applicable General Terms and Conditions of Use and Service are those in force on the date of the Order.

Editor and Operator of the Solution:

The Solution and the Services are operated by the company **Billabex**, a simplified joint-stock company with a capital of 1,000 euros, registered with the RCS of Paris under no. 984 298 505, whose registered office is located at 26 rue Bosquet, 75007 Paris.

Billabex does not intervene as an agent or provider of amicable debt collection on behalf of the Client, but acts exclusively as an editor of a software solution allowing the Client to manage their own reminders independently.

Presentation of the Solution and the Services:

Billabex is an innovative SaaS solution, accessible online, allowing professionals to automate and optimize the management of their reminders for unpaid or late-payment invoices. Thanks to artificial intelligence, the platform offers multi-channel personalized reminders (emails, SMS, calls, mail, WhatsApp, etc.) while leaving companies in full control of their communications and client relationships. Billabex acts as a software editor and does not provide debt collection services for third parties.

The Client has a choice between two formulas:

- Either a monthly subscription formula,
- Or a pay-per-use pricing formula via a Virtual Wallet.

ARTICLE 1 – ENFORCEABILITY OF THE GTCUS

The use of the Solution implies full, complete, and unreserved acceptance of these GTCUS. The Client acknowledges that they are acting as a professional within the meaning of the Consumer Code. It is understood that any subscription constitutes full, complete, and unreserved acceptance of these GTCUS.

ARTICLE 2 – OBJECT

The purpose of these GTCUS is to define the contractual terms of use of the Billabex Solution, a SaaS platform for automated reminders of unpaid or late-payment invoices, by professional Clients.

ARTICLE 3 – CAPACITY – QUALITY OF THE CLIENT

The Client declares that they have the capacity to contract and perform commercial acts, meaning they are a legal entity and/or the legal representative of the legal entity or are specifically and duly mandated for this purpose, or a natural person of legal age or emancipated minor acting as a professional within the meaning of the Consumer Code, and not protected by the articles within the meaning of Article 425 of the Civil Code.

THE CLIENT DECLARES THAT THEY ARE A PROFESSIONAL, within the meaning of the definition in the introductory article of the Consumer Code (... “Professional: any natural or legal person, public or private, who acts for purposes falling within the scope of their commercial, industrial, artisanal, liberal, or agricultural activity, including when acting in the name of or on behalf of another professional”).

ARTICLE 4 – DEFINITIONS – NATURE OF THE SERVICES

For the purposes of these GTCUS, the following terms or expressions shall have the following meaning, whether used in the singular or plural:

- **Subscription:** Pricing category, depending on quantitative elements chosen by the Client for the use of the Solution. The Subscription is chosen by the Client either through an online registration process or under a document (Specific Terms of Service, estimate, purchase order, etc.) signed electronically.
- **Billabex:** designates the company BILLABEX, editor of the Solution, as identified at the top of these GTCUS.
- **GTCUS:** General Terms and Conditions of Use and Service of Billabex.
- **Client:** any legal or natural person with legal capacity acting for professional purposes, having subscribed to the Services via the Billabex platform.
- **Account:** personal space created by the Client on the platform, allowing them to access the Solution and benefit from the Services.
- **Subscription Conditions:** terms for acquiring a License for the Solution and the Services.
- **Content:** any information, data, message, invoice, file, or document transmitted or generated via the Solution.
- **Contract:** the set consisting of these GTCUS, any Specific Terms of Service, and any order or subscription placed by the Client in the form of a contractual document signed electronically between the client and Billabex and specifying and/or completing these GTCUS.
- **Personal Data:** any information relating to an identified or identifiable natural person as described in Article 4 of the GDPR.

- **AI or AI Agent:** autonomous software agent integrated into the Solution, based on artificial intelligence technologies, configured to automatically generate personalized reminder messages according to predefined scenarios.
- **Identifiers:** personal data allowing the Client or an authorized User to access their Account (email address, password, etc.).
- **License:** Right of use of the Solution granted to the Client under the terms, conditions, and limits of the Contract; this term shall not be conferred the meaning or characteristics attached to it by the Intellectual Property Code.
- **User License:** Right of use of the Solution conferred on the User due to the License conferred on the Client, from whom they hold their right.
- **Party:** one of the parties to the Contract, namely Billabex or the Client.
- **Subscription Period:** duration of validity of the Subscription to the Solution and the Services as described in the Subscription Conditions.
- **Payment Provider:** Billabex's provider ensuring payment operations for the subscription price.
- **Virtual Wallet:** prepaid balance associated with the Client's Account, allowing the triggering of Services offered by the Solution, debited per use.
- **Services:** the set of functionalities offered by the Solution, including in particular the automated generation of invoice reminders via autonomous AI agents.
- **Single Sign On ("SSO"):** single authentication system allowing the User to connect to multiple services with a single identifier.
- **Site:** the website published by Billabex accessible from the address <https://www.billabex.com>.
- **Service Level Agreement ("SLA"):** Commitments made by Billabex regarding the performance levels of the Solution as well as the terms of Support.
- **Solution:** software platform published by Billabex, accessible in SaaS mode at the address <https://app.billabex.com>, allowing the Client to manage their reminders independently, assisted, or automated.
- **Support:** Help service for using the Solution and/or resolving access or use difficulties of the Solution by the Client.
- **User:** any person eligible and authorized by the Client to use the Solution via their Account.

ARTICLE 5 – DESCRIPTION OF THE SOLUTION AND THE SERVICES

The Solution is a software platform to aid in the amicable collection of debts, automating the sending of reminder messages via various channels (email, SMS, mail, WhatsApp, voice messages, etc.). It is accessible via the site <https://app.billabex.com>. Billabex provides a tool, without acting as a debt collection company. The Solution includes software agents equipped with autonomous decision-making capacity based on artificial intelligence technologies.

These agents are designed to optimize amicable debt collection by analyzing situations and formulating appropriate messages. Billabex also publishes a site <https://www.billabex.com> (hereinafter the “**Site**”) including a blog dedicated to the use of the Solution and the Services (hereinafter the “**Blog**”).

It is recalled that the Billabex Solution is a technological tool to aid in amicable debt collection. Billabex does not at any time act as an agent for its Clients in managing their client accounts, nor as a debt collection company. The Client retains full control over the strategy, content, and relationship with their own clients.

Access Conditions to the Solution:

The use of the Solution is reserved exclusively for legal or natural persons with the legal capacity to act for professional purposes. Access requires the creation of a User Account and a prior recharge of the Virtual Wallet.

Subscription to the Solution:

The Client can subscribe to either a Subscription formula or pay-per-use pricing. The Client can subscribe to a Subscription allowing them to acquire one or more licenses for using the Solution (hereinafter the “**Subscription**”), which they can distribute to persons of their choice (hereinafter the “**User(s)**”) under the conditions defined below.

The Client expressly acknowledges and accepts that any subscription to a Subscription, by any method whatsoever, constitutes a firm and definitive order for a subscription to the use of the Solution. Any cancellation or withdrawal occurring after payment shall be governed by the provisions of Article 8. Similarly, the Client

expressly acknowledges and accepts that any recharge of the Virtual Wallet constitutes a firm and definitive order for a subscription to the use of the Solution.

Right of Use of the Solution (License):

Under the terms of the Contract, Billabex grants the Client a personal, non-exclusive, non-assignable, and non-transferable right to use the Solution (the “**License**”), for the duration of the Contract, according to the characteristics of the Offer subscribed to and the conditions stipulated in these GTCUS and any Specific Terms of Service.

The License means the right to access and use the Solution and the Services in accordance with their purpose, in SaaS mode via a connection to an electronic communications network, the Client being prohibited from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive.

The Client may in no case rent, sub-rent, or make the Solution available to third parties other than a User, under the conditions and limits provided in these GTCUS. The conditions of access to the Solution are those provided in the Subscription subscribed to and/or any Specific Terms of Service signed by the Client.

Any modification of all or part of the elements of the Offer subscribed to must be subject to the express agreement of the Parties. The License granted to the Client by the Contract includes the right to designate and modify the list of Users who may access and use the Solution, through the creation of an Account and within the limit of the number of User Licenses provided for in the Offer subscribed to.

The Client is solely responsible for the conditions in which the Users they have chosen and designated use the Solution, and alone answers for their failings. Billabex reserves the right to integrate automatic filtering systems to refuse the generation or sending of any content violating the law or public morals, without prior notification.

ARTICLE 6 - OBLIGATIONS OF BILLABEX

It is recalled that the company Billabex does not in any case intervene as an agent or provider of amicable debt collection on behalf of the Client, but acts exclusively as an editor of a software solution allowing the Client to manage and automate, using artificial intelligence, their own reminders for unpaid invoices independently.

The Provider undertakes, within the framework of an obligation of means, to:

- ensure the accessibility and proper functioning of the Solution, under the conditions provided in these GTCUS;
- provide technical assistance of a standard level, notably through Support, via the contact means indicated on the Site (via email, chatbox, or video call) during the hours defined in the applicable commercial conditions or between 9:00 AM and 6:00 PM on working days;
- provide the Solution and preserve Content with diligence and according to the rules of the art;
- guarantee a high level of security, particularly regarding the confidentiality, integrity, and availability of data processed by the Solution;
- ensure a level of services and performance of the Solution in accordance with the commitments formalized in the **Service Level Agreement (“SLA”)** appendix applicable according to the Subscription subscribed to;
- inform the Client in case of a critical incident or bug affecting access or the functioning of the Solution;
- implement control mechanisms on AI agents to prevent the generation of manifestly illegal content or content contrary to public morals;
- respect its obligations regarding personal data protection, in accordance with the GDPR and its Privacy Policy.

The Solution and the Services may at any time be subject to changes, variations, or extensions by Billabex, provided that these modifications do not substantially compromise the nature or quality of the Solution and the Services to which the Client has subscribed.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

The Client (including all Users to whom the Client has granted the right to use their Account), undertakes to:

- respect the laws and regulations in force and the rights of third parties;
- use the Solution in accordance with its purpose, in a strictly professional context;
- ensure the accuracy, legality, and relevance of the content, invoices, files, or data they integrate or transmit via the Solution;
- not divert the Solution from its normal use, in particular for fraudulent or illegal purposes or in violation of the rights of third parties;
- assume sole responsibility and consequences of developments and connections they may make or implement to connect Billabex's integrations and/or API to their own tools;
- maintain the confidentiality of their Identifiers and guarantee their strictly personal use;
- control the autonomous artificial intelligence (AI) agent(s);
- inform Billabex without delay in case of unauthorized or suspicious use of their Account or abnormal behavior of an AI agent;
- pay the price of the Services or the Subscription subscribed to;
- maintain a positive balance in their Virtual Wallet to ensure continuity of Service;
- refrain from any action likely to alter the security, stability, or performance of the Solution.

The Client is solely responsible for the proper use of the Solution and the Services, the information that will be communicated within the scope of the Services, and all rights and authorizations necessary for the distribution of such content.

ARTICLE 8 – DURATION AND TERMINATION

The Contract takes effect on the date of its subscription. According to the chosen pricing model:

Monthly Subscription Formula:

The Contract is tacitly renewed for monthly periods. The Client can terminate the Contract at any time by sending a termination request at least one (1) month before the monthly renewal date. Termination will take effect at the end of the current period and will not give rise to any prorata temporis refund.

Pay-per-use Formula:

The Contract is activated with each recharge of the Virtual Wallet, without duration commitment, and remains valid as long as the balance is positive. The Client can terminate this formula at any time by simply ceasing to use the Solution. Any recharge of the Virtual Wallet constitutes a firm and definitive order and cannot give rise to any refund.

Billabex reserves the right to terminate the Contract by right in case of a substantial violation of the GTCUS by the Client or prolonged absence of activity (more than 6 months).

The deletion of the Account by the User entails the destruction of all data relating to the Account.

ARTICLE 9 – FINANCIAL CONDITIONS AND PRICE OF SERVICES

Pricing methods - price of Services:

Unless otherwise stated, prices are expressed in euros and excluding taxes. The Services are accessible according to different models at the Client's choice:

- **Pay-per-case pricing:** 8 € HT per invoice uploaded or transferred to an AI agent;
- **Pay-per-message pricing:** 0.90 € HT per message sent by an AI agent;
- **Fixed monthly subscription,** including a certain volume of actions (depending on the chosen plan).

Pricing evolution:

Billabex will inform the Client one (1) month before the entry into force of new prices. In the absence of termination, these shall be deemed accepted.

Virtual Wallet:

Access to the Services is conditioned on the prior recharge of a Virtual Wallet. Each recharge constitutes a firm and definitive, non-refundable order.

Billing methods:

All invoices are issued in electronic format only, made available in the Client space or sent by e-mail.

Delays and payment incidents:

Any delay in payment automatically entails the billing of late payment interest (3x legal rate) and a fixed indemnity of 40 euros, as well as the immediate suspension of the Service.

ARTICLE 10 – OWNERSHIP OF DATA

The Client is and remains the sole owner of the Content. Billabex is the owner of all usage data generated by the Client and/or its Users, used for statistical purposes and to improve the Solution and the Services.

ARTICLE 11 – PERSONAL DATA

Billabex and the Client undertake to respect the provisions of the Data Protection Act and the GDPR.

The Client acts as the **data controller** for the data of third parties (debtors) and Billabex as the **processor** within the meaning of Article 28 of the GDPR. Billabex acts as the **data controller** for the data of the Client themselves.

Data Processing Agreement (DPA)

When Billabex processes personal data on behalf of the Client as a processor, the Parties shall enter into a Data Processing Agreement (DPA) compliant with Article 28 of the GDPR. The DPA specifies in particular:

- the nature and purpose of the processing;
- the types of personal data processed and the categories of data subjects;
- Billabex's obligations regarding security, confidentiality, and assistance;
- the conditions for engaging sub-processors;
- the notification procedures in case of a data breach;
- the conditions for returning or deleting data at the end of the contract;
- the Client's audit rights.

The DPA is provided upon request by Billabex and must be signed prior to any processing of personal data on behalf of the Client. In the event of a conflict between these Terms and the DPA, the provisions of the DPA shall prevail with regard to the processing of personal data.

Hosting and Security

Data is hosted within the European Union (AWS, Ireland region). The security measures implemented by Billabex are detailed on the [Security page](#). The list of sub-processors is available on the [dedicated page](#).

Individual Rights

The Client can exercise their rights by sending a request on the [contact-us](#) page or via the means specified in the [Privacy Policy](#).

ARTICLE 12 - USE OF ARTIFICIAL INTELLIGENCE AND ASSOCIATED LIMITATION OF LIABILITY

The Client expressly accepts that Billabex cannot be held responsible for the consequences of a message formulated by the AI agent, except in case of proven intentional misconduct or gross negligence. Billabex shall in no case be held

responsible for indirect commercial damage (loss of revenue, image, breach of commercial relationship).

Billabex's liability is capped at two (2) months of average consumption on the Client's Virtual Wallet over the last six (6) months.

ARTICLE 13 - RESPONSIBILITIES AND WARRANTIES OF THE PROVIDER

Billabex is bound by an **obligation of means**. Its liability can only be engaged in case of proven fault.

Limitation of liability:

Billabex's liability is strictly limited to direct foreseeable damages and the amount of compensation is capped at 2 monthly installments paid by the Client (or 1/6th of the annual fee).

Cases of exemption:

Billabex's liability is excluded in case of:

- misuse or poor configuration by the Client;
- unavailability resulting from the host or the Payment Provider;
- intervention of an unauthorized third party or force majeure;
- difficulty of access related to the internet network or virus/malware introduced by a third party.

ARTICLE 14 - RESPONSIBILITIES AND WARRANTIES OF THE CLIENT

The Client is solely responsible for the use they make of the Solution and the AI Agents. It is their responsibility to check the relevance and legality of the generated messages. The Client warrants Billabex against any claim from a third party resulting from their use of the Solution or the actions of the AI Agents.

ARTICLE 15 – CONFIDENTIALITY

Each Party shall ensure the protection of any information brought to its attention by the other Party and prohibits itself from disclosing its technical details or concepts.

ARTICLE 16 – INTELLECTUAL PROPERTY OF THE PROVIDER

All elements of the Solution remain the exclusive property of **Billabex**. The Client is not authorized to copy, sell, rent, modify, or decompile the Solution.

ARTICLE 17 – APPLICABLE LAW – JURISDICTION

These GTCUS are governed by **French Law**. In case of dispute, the courts of **Paris** shall have exclusive jurisdiction after an attempt at amicable conciliation.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

- **Commercial references:** The Client authorizes Billabex to cite its brand or logo as a commercial reference.
- **Assignment:** The Client may not assign its obligations without Billabex's written agreement.
- **Modifications:** Billabex may modify the GTCUS with 30 days' notice.
- **Proof Agreement:** Billabex's data shall be proof between the Parties.
- **Language:** The language of interpretation is French.

These General Conditions entered into force on **25/04/2025** and remain available on the Billabex Site.