

Technology Terms of Use Palana

Please read carefully the present terms of use (the "Terms of Use" or "Terms") when choosing to use one of Palana's solutions. These solutions are individually or together referred to as the "Software"

The purpose of these Terms of Use is to inform you of the context under which you may access the Software.

Legal information

The Terms of Use is provided to you by Palana as owner of the Software.

Contact details:

Palana
Société Anonyme
Registered office:
33, rue du Puits Romain
L-8070, Bertrange
Grand Duchy of Luxembourg
Registration number RCS Luxembourg B 270360

Palana Limited, a company registered in United Kingdom
Registered office: Highdown House, 11 Highdown Road, Royal Lemington Spa,
Warwickshire, CV31 1XT,
United Kingdom
Companies House registration number: 03282151.

- Any reference to "we" or "us" or "our" in these Terms of Use refers to Palana.
- The Software is restricted to authorised users only. Anyone who attempts to gain unauthorised access, or exceed authorised access, to the Software could be subject to criminal and civil penalties and/or administrative action. If unauthorised, do not try to access the Software or terminate access immediately.
- The reference to "your organisation" or "the organisation granting you access to the Software" in these Terms of Use, refers to the company that entered into an Agreement with Palana to use the Software ("Customer") and under whose authority and on whose behalf you will access and use the Software.
- The reference to "you" in the Terms of Use refers to a person accessing the Software and who has not entered directly in an Agreement with Palana to use the Software. Please note that this reference includes the event where Palana grants access to one or several individuals for a limited duration, without a formal Agreement with these persons or their organisation.
- These Terms of Use incorporate by reference the terms and provisions of Palana's Privacy Notice available under [palana.lu/privacy-notice](https://www.palana.lu/privacy-notice).
- The user may exercise the rights set out in the Privacy Notice by written request emailed to dataprotection@palana.lu (the "Contact Email").

Knowledge of the Agreement between Palana and the Customer

By signing-in into Palana's Software, you acknowledge having been informed by the Customer of the Terms of the Agreement (pertinent as to the use of the Software and related Services).

In the event where these Terms of Use contradict or do not match the Agreement between Palana and a Customer, the Agreement shall be considered as the final rule.

In the event where you access Palana's Software after a direct arrangement with Palana, without falling under the Agreement of a Customer with Palana, you acknowledge that your access is only temporary and that it can be terminated by Palana at any point in time. You also acknowledge the rules laid out in the Terms of Use with regards to the use of the Software and related Services as well as the confidentiality of your access credentials.

How to access the Software?

You have been granted access to the Software either by Palana or by an Administrator of a Customer. You will receive a set of initial credentials (login and password). Each set of credentials shall be personal and unique to a relevant User and may not be used by another User.

Each set of credentials for the Software may only be used simultaneously on one device.

If you have not been granted access to the Software but believe you should have access to it, please contact Palana or an Administrator. Should you contact Palana, Palana will liaise with the Customer in order to confirm your right to use the Software in the event where your request relates to an existing Agreement between Palana and a Customer.

What are the restrictions to the use of the Software?

By signing in to Palana's Software, you acknowledge that:

- You shall use the Services and Software in accordance with all Applicable Laws. Any use or attempted use of the Software for any unlawful, unauthorised, fraudulent or malicious purpose is prohibited and can be subject to judicial actions if appropriate, notably in regard of the prevention, tracking down, recording and prosecution of criminal offences, including money laundering.
- You shall ensure that your IT environment (including, without limitation, its information system, operating system, mobile device and Internet browser) is compatible with the Software. Palana will take no responsibility for configuring, or correcting the configuration, of your local computing environment.
- For some of Palana's solutions, you shall have a static IP, authorised in the Software, in order to access the Software.
- For Palana's solutions that enforce IP-whitelisting, you shall not access Palana's solutions from a public WiFi network.
- You shall refrain from entering Personal Data, non-relevant to the delivery of the Services or with the rightful use of the Software, into the Software.
- Your access credentials (username and password) are strictly confidential and you will not share them or cause them to be shared with any other person for any reason.

You shall never without prior written consent of Palana:

- Demonstrate the Software or share documentation or information from or about the Software to Third Parties.
- Modify, translate, decompile, reverse engineer or disassemble the Software.
- Produce derived works using the Software documentation or existing Software as source code in part or total.
- You shall never without prior written consent of Palana, and when relevant the Customer, make any public announcements in relation to the user of the Software, or in relation to the Agreement between Palana and the Customer, save to the extent required by a ruling or other notice (having the force of law) of any regulator or legal authority, in which circumstances the announcement shall be agreed in advance by Palana and when relevant the Customer, such agreement not to be unreasonably withheld or delayed.

In the event where Palana may identify any improper or unlawful use of the Software or any breach of this Terms of Use by you, Palana will immediately block your access to the Software, and when relevant will inform the Customer about the action taken to prevent you from accessing the Software and the reasons therefore.

Can I use other Services delivered by Palana?

The Services provided by Palana include access to the Software and other related actions Palana can perform on behalf of the Customer and Users.

Some Services can be subject to Charges. In such event Palana will:

inform you of the incurred Charges, and
delay the delivery of the requested Services until confirmation is received from the Customer with regards to the scope of the Services and the associated Charges.

Payment Terms and Conditions

- The Customer is responsible for the payment of fees unless the parties have agreed otherwise in writing.
- Fees will be invoiced in Euros or in the currency agreed with the Customer in writing. All payments will be made in the same currency as the currency in which the Services are invoiced to the account of Palana S.A. or Palana Limited as indicated on the invoices (hereafter referred as Palana). All bank charges and fees that arise out of or are in any way related to any payment made by the Customer shall be borne by the Customer.
- Invoices issued for the performance of the Services or for the reimbursement of disbursements are payable within thirty (30) days after the date of the issuance of the invoice if no derogating term of payment is mentioned on the invoice or in the Agreement concluded between the Customer and Palana.
- After Palana has sent the Customer an invoice, it may deduct the amount due from any monies it holds, or may in the future receive, on the Customer's behalf within thirty (30) days after the date of the issuance of the invoice unless Palana has received payment during that period. In case of non-payment within thirty (30) days after the date of the issuance of the invoice, interest will be charged as provided for by Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payments in commercial transactions.
- Queries concerning invoices should be raised with Palana within fifteen days of the invoice date. Otherwise, invoices shall be deemed accepted.
- Should any claim or dispute arise regarding the validity of the Agreement and/or the performance of the Services and/or the amount of fees, the Customer shall not be discharged of its obligation to make the payment in full and the fees shall remain payable by the due date.
- Palana is entitled to retain all the Customer's papers, documents and already produced deliverables until all amounts due or accrued have been paid.
- The Customer's general terms and conditions of purchase shall only be valid to the extent that we have agreed to them in writing.

Privacy and data protection

We collect and treat personal data in compliance with the applicable data protection laws and regulations. You can read our Privacy Notice here: <https://www.palana.lu/privacy-notice> to understand what information we collect about you, the reasons why we process your personal data and your rights in this regard.

Our Software uses strictly necessary cookies for technical purposes. Further details will be found in our Cookie Policy, available here: <https://www.palana.lu/cookie-policy>

Definitions

"Administrator" means the Customer's point of contact that shall receive from Palana the initial set of sign in credentials in order to manage, establish and create the access rights to the Software for each User.

"Agreement" means the agreement between the Customer and Palana which allows the Customer to use the Services and Software provided by Palana. "Applicable Law" means each law, enactment, order, regulation and mandatory or recognised industry code of conduct relating to the Services.

"Charges" means the charges for the provision of the Services to be paid by the Customer as set out in the Agreement.

"IT" means Information Technology.

"Person" means a corporation, association, partnership, joint venture, organisation, business, individual, trust or any other entity or organisation of any kind.

"Services" means the services, licenses and access rights to be provided by Palana to the Customer during the term of this Agreement in accordance with the provisions of this Agreement, including, as the case may be, the provision of the

Software, and as such Services may be enhanced, amended, modified, deleted or otherwise altered from time to time in accordance with the Agreement.

"Sub-Contract" means any contract between the Supplier and any Third Party in respect of the provision of the Services and the terms "Sub-Contractor" and "Sub-Contracting" shall be construed accordingly.

"Third Party" means any Person other than the Customer, Palana or one of Palana's Sub-Contractors.

"User(s)" means the users who are authorized via the Administrator (amongst the Customer's personnel or Customer's underlying clients) or directly by Palana to access the Software.

Limitation of liability

You will accept full responsibility for all actions taken by you during your use of the Software. Palana will take no responsibility and accept no liability for any

consequences that may arise from your violation of the Restrictions on Use set out above, including but not limited to improper entry of personal data into the Software, sharing of access credentials, inappropriate distribution of confidential data, or any other breach of these Terms.

Miscellaneous

These Terms are governed by Luxembourg law. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Courts of Luxembourg City

Palana reserves in its sole discretion the right to revise and/or update these Terms (including the associated Privacy Notice) at any time.

If any term, condition, or provision of these Terms is determined to be unlawful, invalid, void or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired thereby.