



# Terms of use - Figgle

## Figgle – Terms of Use

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**WHEN USING OUR SOFTWARE YOU AGREE WITH THE FOLLOWING TERMS OF USE :**

### **PURPOSE**

The purpose of these terms of use (the "Terms") is to define: the terms and conditions of use applicable to the user (the "User", "you" or "your"), when using our website located at <https://www.figgle.io> (the "Site"); the terms and conditions applicable to the use of Figgle software and any other features and/or tools, offered from time to time on the Site, including through the License (the "Features").

### **ACCEPTANCE OF TERMS – CHANGE OF TERMS**

Before using any of the Features, you must first agree to these Terms. By accessing the Features

or by otherwise using them, you expressly confirm that you fully and irrevocably agree to these

Terms. You also agree that personal data and electronic communications on our Site or through the use of the Features will be processed in accordance with our data privacy policy.

We reserve the right, at our sole discretion, to modify or replace the Terms at any time. The most

current version of these Terms will be posted on the Site. You shall be responsible for reviewing

and becoming familiar with any such modifications. You will be deemed to have accepted all modifications and revisions of the Terms by continuing to use all or part of the Features.

## **PROVISIONS OF AND ACCESS TO FEATURES**

### **Provider**

Unless specified otherwise in these Terms or on the Site, the Site is operated, the License is granted and the Features are offered by SPARKLE, a French simplified joint-stock company (société par actions simplifiée, SAS) having its registered office at 17 Rue Timothée, Nantes (44100), registered with the Nantes trade and companies' registry under number "979 465 895 R.C.S. Nantes" ("SPARKLE", "we", "us" or "our").

### **User's eligibility**

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

Subject to the exception mentioned hereinafter, access to the Features is open exclusively to legal entities. Therefore, you represent and warrant that you have the necessary powers to contract in the name and on behalf of the legal entity that you represent. In the case of a trial membership or the "Basic" offer - the only cases where subscription is open to natural persons - you represent that you have reached the age of majority required in your jurisdiction to access such Features and to enter into any obligations required by the Features.

The Features are exclusively reserved for persons who qualify as professionals within the meaning of the preliminary Article of the Consumer Code, i.e. any natural or legal person, public or private, who is acting for purposes within the scope of his or her commercial activity, including when acting in the name or on behalf of another professional. Therefore, you acknowledge that you qualify as a professional within the meaning of the said Article. You acknowledge that, as a professional, you do not benefit from the protections granted to the consumer by the Consumer Code, including a right of withdrawal.

You also represent and warrant that you are legally authorized in your jurisdiction to use the Features and to interact with the Features in any way. Finally, you represent and warrant that you are solely responsible for compliance with all applicable laws in your jurisdiction, and release Figgle from any liability in this regard.

## Features

The User has access to the Features described on the Site, in the form and according to the technical means and functionalities that Figgle deems most appropriate. The main Features offered by Figgle are the following:

- Project Management with kanban and list
- "Figma Radar" to streamline feedback from Figma

The accessible Features may vary according to the selected subscription offered and detailed on the Site.

## Fees – Pricing

You are required to pay the fees for the use of the Features (and thus including the License) as indicated on the Site. The fees vary according to the subscription you have selected. The fees for the use of the Features are paid on the second day of each month.

By way of exception, when upgrading your plan, the fees are paid on the termination date on a prorata basis based on the number of days between the termination date and the second (2nd) day of the next month.

Figgle does not refund the fees for the use of the Features, whether paid on an annual or monthly basis. In particular, the lack of use of the Features following payment, the deactivation of the account or the transmission of a termination request does not entitle to a refund of the payments made to Figgle.

Your invoices are available on the Site. We reserve the right to change the fees or billing terms

from time to time in accordance with the Terms. The payment methods accepted are those listed on the Site at the time of payment. By adding a payment method to the Site, you agree to be charged for any unpaid, current or expired subscription periods.

## Registration and User Account

### Registration

To use the Features, you must first register with Figgle by creating a user account ("User Account" or "account"). You need to enter payment details when registering to qualify for the use of Figgle.

All the information that we request you to provide in connection with the registration must be true, accurate and complete. If we have any reason to believe that such information is not true, accurate or complete, we may refuse your access to the Site, or any of its functionalities, and deny, terminate or suspend your account. You may only have one User Account at a time. You may not use the Features or create an account on behalf of someone other than yourself. You may not act as a broker, agent or intermediary of any kind.

You are responsible for keeping your account password and login information secret. You agree to keep your secret information and password confidential and to not share them with anyone else and to immediately notify Figgle of any unauthorized use of your Account or breach of security.

Figgle cannot and will not be liable for any loss or damage arising from your failure to comply

with this section. You must not provide any misleading or fraudulent information. Providing false information on your account is strictly prohibited and will lead to termination or suspension of your account.

### Identity Verification

In order to ensure Figgle remains a safe platform for all of our users, and for us to comply with applicable laws which we are subjected to, we may have to verify your identity to access the Features we offer.

### Duration of of access to the License

### Termination by Figgle

Figgle may at any time and without liability, terminate, suspend, or limit your use of the Features, in the event that: (a) you fail to pay the fees for the use of the Features; (b) we reasonably suspect you of acting in breach of these Terms and/or all other applicable provision; (c) we are required to do so by applicable

law, regulation or any court or other authority to which we are subject to in any jurisdiction; (d) we have concerns about the security of your account or we suspect the Features are being used in a fraudulent or unauthorised manner; (e) we reasonably believe that we need to do so in order to protect our reputation.

You shall not be entitled to any payment, compensation or damages whatsoever from Figgle in relation to any suspension, limitation or termination of your use of the Features due to a breach of the Terms.

Our rights of suspension, limitation and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under the Terms or applicable law and regulations).

#### Termination by User

You have the right to terminate your subscription to the Features under different conditions depending on whether your subscription was made on a monthly or annual basis. Monthly subscription: if the fees for the use of the Features are paid on a monthly basis, the termination will become effective the next month.

Access to the Features and the License remains in effect until the effective date of termination. As the adherence to the Terms is made for a fixed period, on a monthly or annual basis, no refund of the fees for the use of the Features, whether paid on an annual or monthly basis, shall be granted. You are not entitled to invoke your own breach of the Terms, and in particular the inaccuracy of one or more of your statements, to request early termination of the Features.

#### Consequences of Termination

You will no longer be entitled nor able to use the Features and benefit from the License, and you will be required to pay the fees for the use of the Features in the event that the fees have not been paid in full for the period prior to the termination taking effect.

Upon the effective date of termination, (a) all License rights granted under the Terms prior to termination shall immediately terminate and you shall immediately cease all use of the Figgle Software; (b) you shall be required to delete all copies of the Figgle Software from your computers and return any Confidential Information obtained in the course of performing the Features.

## **DISCLAIMER OF WARRANTIES – LIABILITY**

### Disclaimer of Warranties – Risks

You expressly acknowledge and agree that your use of the Services is at your sole risk. The Features and the access to the Site are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, any warranty of fitness for your purposes, needs, changes in your business or its particularities. You acknowledge and expressly agree that we have no control over, and no duty to take any action regarding: which users gain access to or use the Features; what effects the content of the Site may have on your business; how you may use the content of the Site and the Features; or what actions you may take, in particular with regard to your customers, as a result of having been exposed to the content of the Site.

We do not warrant that access to the Site and the Features will be continuous, uninterrupted, timely or secure. You acknowledge and expressly accept that the Site and the Features (a) may contain bugs, errors and defects, (b) may function improperly or be subject to periods of downtime and unavailability, (c) may result in total or partial loss or corruption of data and (d) may be modified at any time, including through the release of subsequent versions, all with or without notice to the User. You acknowledge and expressly agree that Figgle shall in no event be liable for any loss or damage resulting from your failure to comply with your obligations hereunder.

### Limited Liability

You acknowledge and expressly agree that you assume full responsibility for your use of the Site and the Features. You acknowledge and expressly agree that any information you send or receive during your use of the Site and the Features may not be secure and may be intercepted or acquired by unauthorized parties. You acknowledge and expressly agree that your use of the Site and the Features is at your sole risk, and that the Figgle Software may prove to be defective or vulnerable, thus exposing your information systems to the risk of intrusion or corruption. You agree to ensure the security of the systems, programs and data, and you acknowledge that you are solely responsible for the configuration of your computer hardware, programs and platforms used to access the Features. You acknowledge that you are solely responsible for the use of the Features, including any statements or information communicated via the Figgle Software in breach of applicable laws or regulations.

In particular, you agree not to (a) use the Features for any purpose other than for your own

business (b) use or attempt to use the Figgle Software and/or the Features in an offensive, abusive or unlawful manner or purpose, in particular by publishing or using terms that may be offensive or inappropriate; (c) transmit or attempt to transmit copyrighted material without the prior express consent of the copyright owner; (d) use or attempt to use any automated program (including, but not limited to, a robot, spider or other automated means or interface to access the Figgle Software and/or Features; (e) interfere or attempt to interfere with the proper functioning of the Figgle Software and/or Features in a manner that could damage, disable, overload or alter the Figgle Software, in particular, hack or attempt to circumvent any content filtering techniques that Figgle reserves the right to use; (f) copy, modify, merge, sell, redistribute, assign, transfer the software or the source code of the Figgle Software or any part thereof, as well as reverse engineer, decompile, disassemble, translate, decrypt or otherwise attempt to discover the source code used for the Figgle Software; (g) infringe or attempt to infringe any patent, trademark, trade secret, copyright held by Figgle; (h) introduce or attempt to introduce viruses, Trojan horses or other malicious or technologically harmful hardware.



Finally, you understand and agree that neither Figgle nor its suppliers or licensors shall be liable to you for any direct, indirect damages of any kind, including but not limited to, damages for loss of property, profits, goodwill, use, data or other tangible or any other damages based on contract, tort, or otherwise (even if Figgle has been advised of the possibility of such damages), resulting from: the Site or Features; the use or the inability to use the Site or Figgle Software; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the Site or the Features; any actions we take or fail to take as a result of communications you send to us; human errors; technical malfunctions; failures; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software (including, but not limited to, those that do not permit participation in the Features); any injury or damage to computer equipment; inability to fully access the Site, the Features or any other website; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter relating to the Site or any other aspect of the Features.

If despite the above Figgle is found liable by a court for any reason whatsoever, you expressly agree that its aggregate liability will be strictly limited to the fees for the access to the Features charged to you during the last twelve (12) months prior to the date of the document instituting the proceedings.

## Indemnification

You expressly agree to indemnify and hold Figgle and third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your use of the Features; and (c) your violation of any law or regulation of any jurisdiction, or the rights of any third party.

## LICENCE

Figgle grants you a limited, non-exclusive, non-transferable, non-sublicensable license for the duration of your commitment to the API and Dashboard software developed by Figgle (the "Figgle Software") and its updates (the "License") in order to use, install and run the Figgle Software licensed hereunder solely for your own business purposes. The License is conditional upon the regular payment of the fees for the access to the Features, as referred to in Article 3.4.

You acknowledge and agree that the Figgle Software, including its sequence, structure, organization and source code, constitutes valuable intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, contractual rights of confidentiality, or any other intellectual property or exclusive rights, which are owned by Figgle or its suppliers. The Figgle Software is licensed, not sold to you, and no title or ownership of the Figgle Software or any related intellectual property rights are being transferred under the Terms or any other agreement. The Figgle Software shall remain the sole property of Figgle and all related rights, titles and interests not expressly granted to the Customer by the Terms is reserved to Figgle.

Nothing in these Terms shall be deemed to grant, on any basis, a license under any existing or future patents. You acknowledge and agree that in the course of providing the Features, Figgle may create other software and other intellectual works that are wholly owned by Figgle.

## CONFIDENTIAL INFORMATION

The term "Confidential Information" means any information disclosed by one party (the "Discloser") to the other party (the "Recipient") during the the access to, or the use of, the Features, which is disclosed in writing or orally and which is

identified as "Confidential" or which is to be considered in the circumstances of its transmission as confidential by the Recipient.

Notwithstanding the foregoing, Figgle's "Confidential Information" includes any information, in whatever form, disclosed by Figgle which relates to the Figgle Software and which is not publicly known.

Recipient shall treat as confidential any Confidential Information provided by Discloser, shall not use such Confidential Information except with the prior written consent of Discloser, and shall not disclose such Confidential Information to third parties without the prior written consent of Discloser, it being specified that Recipient may disclose such Confidential Information to its employees and contractors for business purposes, provided that such employees and contractors are obligated to the same extent to comply with the confidentiality agreement concluded with Discloser. Recipient shall be responsible for all acts and omissions of its employees and contractors where such act or omission would constitute a breach of the terms as if committed by Recipient.

Notwithstanding the foregoing, the restrictions of this Article shall not apply to information that (a) was independently developed by Recipient without recourse to Discloser's Confidential Information; (b) is made known to Recipient, without restriction, by a third party without violating the Terms and which was within the right to disclose; (c) was in the public domain at the time of disclosure or enters the public domain without act or omission of Recipient; (d) was rightfully known by Recipient, without restriction, at the time of disclosure; or (e) is disclosed pursuant to an order or requirement of a court, administrative body, or any other governmental body; provided, however, that Recipient shall immediately notify Discloser and use its best efforts to prevent public disclosure of such information. Recipient shall, upon request by Discloser, return the originals, copies, reproductions and summaries of the Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or, at Discloser's option, certify that it has destroyed the same.

## GENERAL PROVISIONS

### Third-Party Links

The Site may provide links to other websites, applications or resources. Because Figgle has no control over such websites, applications and resources, you acknowledge and expressly agree that Figgle is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

### Transfer, Assignment or Delegation

These Terms, and any rights and obligations and the Licence granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by Figgle without restriction to any third party. Any attempted transfer or assignment in violation hereof shall be null and void.

### Entire Agreement

Except otherwise provided herein, these Terms (as amended from time to time) and any document expressly referred to hereof constitute the entire agreement between the parties and supersedes any prior agreement, promise, assurance, warranty, representation, understanding, undertaking or arrangement between the parties relating to the subject matter of these Terms, whether written or oral.

No oral explanation or oral information given by either of us shall alter the interpretation of these Terms. You confirm that, in agreeing to accept these

Terms, you have not relied on any representation or information that is not expressly included herein.

### Severability

These Terms shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of these Terms or of any other term or provision hereof. Furthermore, such invalid or unenforceable term or provision shall be changed and interpreted to accomplish the objectives of the initial provision to the greatest extent possible under any applicable laws.

### Language

These Terms are concluded in English language, and all communications including any notices or information being transmitted shall be in English or French.

### Waiver

The delay of enforcement or the non-enforcement of any of the provisions of these Terms by any party shall not be construed as a waiver of any of the other rights of that party under these Terms.

### Notices and Communications

By using the Features, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Features: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed

the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us. Notices to us should be sent electronically to at: [admin@figgle.io](mailto:admin@figgle.io)

## Section Titles

The section titles and articles in the Terms are for convenience only and have no legal or contractual effect.

## Governing Law and Submission to Jurisdiction

These Terms and the rights and obligations of the parties hereunder or however connected with their execution shall be governed by and construed and interpreted in accordance with the Laws of France.

For any disputes that may arise between the User and Figgle relating to the formation, interpretation and execution of these Terms, the parties shall endeavour to reach an amicable settlement.

In the absence of an amicable settlement, any disputes arising out of or in relation to the Terms shall be submitted to the jurisdiction of the Commercial Court of Nantes.