Stat & More
Terms and Conditions

For the purpose of these Terms and Conditions (hereinafter the "T&Cs"):

"**Stat & More**" means Stat & More or any affiliate of Stat & More which provides the Services to Client.

"**Client**" means the natural or legal person entering into a contract with Stat & More.

"**Services**" means any market research and/or any other services provided by Stat & More to Client in accordance with these T&Cs.

ARTICLE 1 – ORDER FOR THE SERVICES

1.1 Any estimate or proposal for Services issued by Stat & More to Client shall remain valid for one (1) month, unless otherwise specified.

1.2 Any request for Services made by Client in response to an estimate or proposal from Stat & More shall only bind the parties once it has been accepted and confirmed in writing in a purchase order issued by Stat & More and signed by the respective representatives of Client and Stat & More (hereinafter the "Purchase Order").

1.3 All Purchase Orders shall be governed by these T&Cs. Client acknowledges and agrees that no other document, in particular its own general conditions of purchase or any specific conditions of sale, shall prevail over these T&Cs without the written acceptance of Stat & More.

1.4 The Purchase Order and the T&Cs constitute the "**Contract**" binding Client and Stat & More.

1.5 Any modification or cancellation of the Contract shall be subject to a written agreement signed by Client and Stat & More.

ARTICLE 2 – OBLIGATIONS OF STAT & MORE

2.1 Stat & More undertakes to perform the Services in compliance with applicable laws and regulations and with the rules of the profession, in particular the ICC/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics, published jointly by ESOMAR and the International Chamber of Commerce (ICC).

2.2 Stat & More undertakes to use its best efforts in performing the Services and to apply all necessary care and diligence. However, Client acknowledges and agrees that response rates for surveys and market research cannot be predicted accurately and that the results remain estimates based on samples and are therefore subject to a margin of error related to the statistical processing of the information.

2.3 Client acknowledges that any timescales for the performance of the Services that Stat & More may specify in its initial proposal are given for information purposes only, unless otherwise expressly agreed by Client and Stat & More in the Purchase Order. In any event, Stat & More shall not be liable for delays caused in whole or in part by third parties or by Client itself.

2.4 Stat & More may subcontract all or part of the Services to one of its approved suppliers or to any other company of the Stat & More Group, provided that Client is informed in advance. The artificial intelligence tools used by Stat & More are means of performance and do not constitute a subcontracting of the Services; their use is governed by article 8.

ARTICLE 3 – OBLIGATIONS OF CLIENT

Client undertakes to cooperate with Stat & More in the performance of the Services and in particular to provide, within the required time, all documents, materials and information necessary for the performance of the study. Failing this, Client shall bear sole responsibility for the consequences, both in terms of delay in the performance of the Services and in terms of their content. In the event of non-performance by Client of any of its obligations, Stat & More reserves the right to suspend all Services without notice, and such suspension shall not give rise to any compensation whatsoever.

ARTICLE 4 - INVOICING AND PAYMENT

4.1 Price of the Services

4.1.1 The price of the Services shall be as estimated in the commercial proposal and confirmed in the Purchase Order. All prices quoted by Stat & More are exclusive of VAT and shall be increased by VAT and/or any other applicable taxes, at the rate in force when they become due.

4.1.2 The price of the Services does not include additional costs and expenses, such as travel and accommodation expenses, or expenses unforeseen at the date of the Purchase Order, incurred by Stat & More for the purposes of the Services. Such expenses shall be reimbursed by Client to Stat & More upon presentation of the corresponding receipts.

4.1.3 Any change in the delivery dates, quantities or specifications of the Services requested by Client may result in an increase in the price of the Services to reflect the resulting additional costs. In addition, Client shall bear the consequences and costs arising from its instructions and from any failure to comply with its obligation to cooperate set out in Article 3.

4.1.4 If, at the start date of the Services, the reference exchange rates fluctuate by more than 2% compared with the rates indicated in the estimate, Stat & More reserves the right to modify the quoted price accordingly.

4.1.5 In the case of annual contracts and Services performed on a successive basis, the prices indicated in the estimate and/or the Purchase Order shall be revised annually, on the anniversary date of the Contract, by applying the following formula:
P1 = P0 x (S1/S0), where:
P1 is the revised price;
P0 is the original contract price or the last revised price;
S0 is the SYNTEC reference index applicable at the original contract date or at the last revision;
S1 is the SYNTEC index published at the Contract revision date.
Should the SYNTEC index cease to exist, the parties shall determine the new reference by mutual agreement. This new index shall be chosen so as to be as close as possible to the discontinued index and to respect the intention of the parties and the legal obligations in force regarding indexation.
Prices may also be revised in the event of a substantial and permanent change in the scope of the Contracts by Client resulting in additional costs for Stat & More.

4.2 Invoicing Terms

Unless otherwise stated in the Purchase Order, Stat & More shall invoice the Services to Client as follows:

- 50% of the price of the Services at the date of the Purchase Order;
- 50% of the price of the Services upon completion of the Services.

Where the Services are performed in several phases, Stat & More shall invoice Client at the beginning of each phase for the amount due for that phase, in accordance with a payment schedule set out in the Purchase Order.

4.3 Payment Terms

4.3.1 All invoices issued by Stat & More are payable within thirty (30) days of the invoice date.

4.3.2 Invoices not paid within this period shall be subject to a fixed indemnity for recovery costs of EUR 40 excluding VAT, plus late payment interest at a rate equal to three (3) times the legal interest rate in force, payable from the day following the payment due date until full payment of the price by Client.

4.3.3 If Client fails to pay within the required period, and without prejudice to any other damages to which Stat & More may be entitled, Stat & More may, immediately and automatically, cancel the Contract, suspend the provision of the Services and require Client to return any work already delivered. In addition, all other payments to be made by Client may become immediately due.

ARTICLE 5 – INTELLECTUAL PROPERTY

5.1 Stat & More retains ownership of and all intellectual property rights in the techniques, methodologies and know-how, including without limitation the databases, software and computer programs, processes, formulae, tools, models, algorithms and products, that it implements, develops or uses for the purposes of or in connection with the performance of the Services.

5.2 Stat & More assigns to Client the intellectual property rights in the results of the Services delivered to Client and described in the Purchase Order, such as presentations, reports, analyses, tables or data (the "**Deliverables**"). This assignment takes effect upon full payment for the Services by Client.

5.3 The rights assigned in the Deliverables include the rights of use, reproduction and representation, worldwide and for the legal term of protection of the rights, within the following limits:

5.3.1 Stat & More retains the right to keep and use the Deliverables after completion of the Services, strictly (i) to meet Client's subsequent needs, (ii) to validate its professional norms and standards and (iii) for archiving purposes. In particular, Stat & More may keep the data collected in the course of the Services in its databases and use them within the above limits, without such use constituting a breach of articles 5 and 6 of these T&Cs, provided that (i) such data are only used in an aggregated and processed form, and (ii) Stat & More never identifies Client as the source or recipient of such data. Stat & More shall not use the Deliverables for the needs of any third party.

5.3.2 Client shall not publish or disclose all or part of the Deliverables in the public domain, in particular in the press or at public conferences, without the prior written consent of Stat & More. Stat & More undertakes to inform Client of its decision as soon as possible in light of Client's requirements and not to withhold its consent without reasonable and justified grounds. This restriction does not prevent Client from publishing or disclosing all or part of the Deliverables internally, to its affiliates and to its external service providers such as communication agencies or consultants. Where the Deliverables are published or disclosed by or on behalf of Client, Client undertakes to mention Stat & More as the source and to ensure that such publication or disclosure is not misleading. Client shall be liable for any publication or disclosure of the Deliverables in breach of this article 5.3.2 and undertakes to cooperate with and indemnify Stat & More for any resulting damage that Stat & More may suffer.

5.3.3 Client undertakes to inform Stat & More before the start of the Services if it intends to use or communicate the Deliverables in connection with any dispute or any judicial or arbitration proceedings. In any event, Client shall not use or communicate the Deliverables in such a context without the prior written consent of Stat & More. Should Client use or communicate all or part of the Deliverables in connection with any dispute or any judicial or arbitration proceedings, Client undertakes to indemnify Stat & More for all damages and costs that may result therefrom, even if Stat & More has given its prior consent.

5.4 Unless otherwise agreed, Stat & More retains ownership of the commercial proposal and of the questionnaires developed for the purposes of the Services.

5.5 In the specific case of syndicated studies carried out by Stat & More on behalf of Client and other clients, the provisions of article 5.2 shall not apply. In such case, Stat & More retains exclusive ownership of and all rights in the results, reports, analyses and other deliverables prepared or developed by Stat & More for the purposes of such syndicated services, and only grants Client a strictly personal right to access and use such deliverables.

5.6 These T&Cs shall not apply where Client wishes Stat & More to create or develop a new tool, software, product, research technique, process, model, database or any other methodology in which it wishes to obtain ownership or rights of use. In such case, the parties shall enter into a separate contract.

5.7 Neither party may use or reproduce the trademarks, names or logos of the other party without its prior written consent. However, Stat & More may use or reproduce Client's trademarks, names or logos (i) for the purposes of the Services, in particular in the reports produced for Client, and (ii) for marketing purposes in Stat & More's promotional materials, including on its websites.

5.8 Where the Deliverables are provided in the form of interactive deliverables (HTML dashboards, simulators, workbooks, scripts), the assignment provided for in article 5.2 covers the data and analyses they contain. The software components (code, scripts, style sheets, layout templates, algorithms) remain the exclusive property of Stat & More in accordance with article 5.1. Upon full payment, Stat & More grants Client a non-exclusive and non-transferable licence, worldwide and for the legal term of the rights, limited to consulting and using internally the Deliverables of the study concerned. Any extraction, reproduction, adaptation or reuse of these components with other data, for other studies or for the benefit of third parties, as well as their use to train an artificial intelligence system, is prohibited without the prior written consent of Stat & More.

5.9 Each interactive deliverable includes a delivery identifier and a digital fingerprint (SHA-256) of the data delivered. The parties agree that these elements, kept by Stat & More, constitute proof of the origin and integrity of the deliverable. Any modification of a deliverable is the sole responsibility of its author.

ARTICLE 6 – CONFIDENTIALITY

6.1 Each party undertakes to comply with the following provisions in respect of all information, documents and data of any nature and in any form whatsoever, disclosed by the other party or to which it may have access in the context or for the purposes of the Contract (the "**Confidential Information**"). Confidential Information includes in particular all information relating to intellectual property rights, know-how and the business and affairs of the other party as a whole, including without limitation financial, technical and commercial information.

6.2 Each party undertakes:

- Not to use or reproduce the Confidential Information of the other party for any purpose other than the performance of the Contract;
- Not to disclose or transfer the Confidential Information of the other party to third parties without its prior written consent. The parties may however disclose Confidential Information of the other party to their employees, officers and consultants and to the employees, officers and consultants of their affiliates or authorised subcontractors (including providers of artificial intelligence tools, under the conditions of article 8), only to the extent necessary for the performance of the Contract and provided that such employees, officers and consultants are duly informed of the confidential nature of the information they receive and are bound by confidentiality obligations similar to those set out in this article;
- To return to the other party the Confidential Information belonging to it upon completion of the study or earlier upon first request.

6.3 Notwithstanding the foregoing, Client acknowledges and agrees that certain Services may require Stat & More to present, reveal, disclose or describe Client's Confidential Information to respondents, in particular concepts, products, services or designs. Client waives any claim against Stat & More in this respect.

6.4 Confidential Information does not include any information which:

- Is already lawfully known to a party before its disclosure by the other party;
- Is in the public domain at the time of its disclosure by the other party or subsequently falls into the public domain other than through a breach of the Contract;
- Is lawfully acquired or received by a party from a third party without any confidentiality restriction;
- Is independently developed by a party without breach of this Contract.

6.5 Furthermore, this article shall not apply where either party is required to disclose Confidential Information of the other party by any legal or regulatory provision or by order of a court. In such case, the party required to disclose Confidential Information nevertheless undertakes to inform the other party beforehand, so as to allow it to oppose such disclosure or to limit as far as possible what must be disclosed.

ARTICLE 7 – PERSONAL DATA

7.1 Where, for the purposes of the Services, Client provides Stat & More with a file containing personal data, Client warrants that such file complies with the requirements of applicable laws and regulations and that it holds the rights and authorisations necessary to transmit it to Stat & More for use in connection with the Services. It is Client's responsibility to complete the formalities required for Stat & More to process the personal data, and to establish proof that the individuals have consented to be contacted in connection with the Services. Stat & More declines all liability for damages and costs of any kind resulting from a failure by Client to comply with its obligations regarding the protection of personal data.

7.2 Stat & More undertakes to carry out all processing of personal data in compliance with applicable laws and regulations.

7.3 In accordance with its professional rules, Stat & More undertakes to preserve the anonymity of survey respondents vis-à-vis Client. Accordingly, Stat & More will only provide Client with anonymous data, delivered in the form of aggregated data or non-nominative raw data, and will not communicate to Client the individual responses of the persons surveyed for the purposes of the Services. Client undertakes to respect this anonymity and not to attempt to link the data delivered to the identity of the persons surveyed. By way of exception, where the operation of an interactive deliverable (simulation tool, dashboard) requires individual data, such data are delivered without any identifier or nominative data; Client then undertakes not to extract them from the deliverable and not to attempt any re-identification of the persons surveyed.

ARTICLE 8 – USE OF ARTIFICIAL INTELLIGENCE TOOLS

8.1 **Use of artificial intelligence.** Stat & More may use, for the performance of the Services, artificial intelligence tools, in particular large language models (LLMs), provided by third parties or run on its own equipment. These tools may be used in particular for the design and translation of questionnaires, the coding of open-ended responses, the programming and checking of data processing, data analysis and the drafting of deliverables. They are means of performance: Stat & More remains solely responsible for the Services vis-à-vis Client, within the limits of article 9.

8.2 **Human review.** Any content produced with the help of an artificial intelligence tool and included in the Deliverables is reviewed and validated by a Stat & More employee before delivery to Client. Stat & More employees are trained in the use of these tools, in accordance with Regulation (EU) 2024/1689 on artificial intelligence.

8.3 **Confidentiality and personal data.** Stat & More only submits Confidential Information or personal data to tools whose contractual terms guarantee confidentiality and exclude their use for model training, or to models run on its own equipment. Data relating to respondents are anonymised or pseudonymised before any transmission to an external provider. The providers concerned act as sub-processors within the meaning of Regulation (EU) 2016/679 (GDPR); their list is provided to Client upon request. Any transfer of data outside the European Union is governed by an adequacy decision of the European Commission or by standard contractual clauses.

8.4 **Client's choice.** Client may request, in the Purchase Order, that all or part of the data be processed exclusively by models run on Stat & More's equipment, or that the Services be performed without the use of artificial intelligence. Such a choice may affect the price and timescales of the Services.

8.5 **Intellectual property.** Content produced with the help of artificial intelligence tools and included in the Deliverables is assigned to Client in accordance with article 5.2, to the extent of the rights held by Stat & More. Client acknowledges that content generated without human creative input may not be protected by copyright.

8.6 **Client's undertaking.** Client undertakes not to submit the elements referred to in articles 5.1 and 5.4 to any artificial intelligence tool whose terms of use allow the reuse of data for model training.

ARTICLE 9 – LIABILITY

9.1 Stat & More's liability to Client under the Contract is limited to direct damages resulting from a breach by Stat & More of an essential obligation or from gross negligence or wilful misconduct in the performance of its obligations.

9.2 Stat & More excludes all liability for any indirect or incidental damages arising from or in connection with the performance of the Contract, including without limitation loss of turnover, loss of profit, loss of data or loss of clientele suffered by Client.

9.3 Stat & More shall not be liable for the consequences of, or damages resulting from, any misinterpretation or misuse of the Deliverables by Client.

9.4 In any event, Stat & More's liability under the Contract is limited to the total amount received for the Services.

9.5 Stat & More shall not be held liable for any failure to comply with its contractual obligations due to a case of force majeure within the meaning of article 1218 of the French Civil Code, or due to the action of third parties.

ARTICLE 10 – GUARANTEES

10.1 Stat & More guarantees Client against any complaints, actions, claims or demands for damages resulting from any infringement whatsoever of the rights of a third party, in particular intellectual property rights or rights relating to personal data, in connection with the Deliverables provided by Stat & More, except to the extent that such complaints, actions, costs or damages are attributable to the negligence of Client. With regard to content produced with the help of artificial intelligence tools, this guarantee is limited to infringements of which Stat & More was aware or which it could reasonably have detected during the review provided for in article 8.2.

10.2 Similarly, Client guarantees Stat & More against any complaints, actions, claims or demands for damages resulting from any infringement whatsoever of the rights of a third party, in particular intellectual property rights or rights relating to personal data, in connection with all elements such as documents, data, materials or information provided by Client to Stat & More under the Contract, except to the extent that such complaints, actions, costs or damages are attributable to the negligence of Stat & More.

10.3 Furthermore, where, for the purposes of the Services, Client entrusts Stat & More with goods or products intended to be tested or used by third parties, Client guarantees Stat & More against any complaints, actions, claims or demands for damages resulting from the use of such goods or products.

10.4 Each party undertakes to defend and indemnify the other party in accordance with the above guarantees.

10.5 The parties provide no other guarantee under the Contract.

ARTICLE 11 - TERMINATION

11.1 In the event of a breach by either party of any of its essential obligations under the Contract, the other party may terminate the Contract automatically and as of right if the defaulting party has not remedied the breach within thirty (30) days of receipt of a written notice.

11.2 Should Client wish to terminate the Contract early, Client shall pay Stat & More all sums due for the Services performed up to the termination date, as well as all costs definitively incurred by Stat & More at the termination date for the purposes of the Services and any costs resulting from such early termination, without prejudice to any other damages Stat & More may claim.

ARTICLE 12 – NON-SOLICITATION OF PERSONNEL

Client undertakes, unless expressly agreed by Stat & More, not to solicit, hire or engage directly, whether as an employee or as a service provider, or through an intermediary, any current or former employee of Stat & More. This undertaking is valid for the entire term of the contract. It shall continue for a minimum period of twenty-four months before or after completion of the services covered by this contract.

Any breach of this undertaking shall give rise to compensation payable by Client. Such compensation is hereby set, as a penalty clause, at EUR 100 000 excluding VAT, without prejudice to the right to obtain the cessation of the infringement.

ARTICLE 13 – MISCELLANEOUS

13.1 The Contract is governed by French law.

13.2 Any dispute relating to the interpretation or performance of these T&Cs, a Purchase Order or a Contract shall be subject to the exclusive jurisdiction of the Commercial Court of Le Mans, France (Tribunal de commerce du Mans), or of any court substituted for it, in particular the Economic Activities Court of Le Mans (tribunal des activités économiques du Mans), failing a prior amicable settlement between Stat & More and Client.

13.3 The invalidity or unenforceability of any clause of these T&Cs shall not affect the other clauses, which shall remain applicable. The parties may, by mutual agreement, replace the clause(s) declared invalid or unenforceable.