

Product Specific Terms

Product	Qualifio Data Collection Platform
Product description	Enabling the Customer to create, publish, and manage digital marketing activations, as well as to collect, centralise, and activate zero- and first-party data. The Product includes the following core components: • "Interactive Campaign(s)": any digital activation made available within the Product, including but not limited to competitions, quizzes, polls, surveys, votes, questionnaires, personality tests, and any other interactive format available in the Product at the time of use. • "Reward Program(s)": subject to the Subscription of the relevant Add-on, a customer loyalty or engagement programme made available within the Product, enabling the Customer to define, manage, and distribute rewards to End Users based on configurable rules and conditions. • "Data Collection & Management": the functionality enabling the Customer to gather, store, and structure first- and zero-party data submitted by End Users through Interactive Campaigns or Reward Programs. • "Integrations": subject to availability and applicable Add-on Subscription, the connectors and APIs enabling the Customer to transmit collected data to third-party platforms (including but not limited to CRMs, CDPs, and marketing automation tools).
Services provision	SaaS licence
Version	2026 Sep

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OBLIGATIONS OF THE CUSTOMER

USAGE AND LIMITATIONS

Storage limitation

By using the Product, the Customer has the possibility of hosting content produced by its teams but also text and multimedia content generated by the End Users participating in its Interactive Campaigns, in particular for Interactive Campaigns such as photo and video contests.

The limit of storage made available by the Provider to the Customer is defined in the Order Form and depends on the Subscription tier. If this limit is exceeded, the Provider will contact the Customer to proceed with the deletion of old contents in order to free up storage space. During the next three (3) calendar months, the Provider will keep the Customer informed of the evolution of its storage space. Nevertheless, it is possible for the Customer to order additional storage space. The rate of this additional storage space is defined in the Order Form and depends on the Subscription tier. The allocation of additional storage space by the Provider will always be discussed and approved by the Customer beforehand.

API Fair Use Policy

All Provider Application Programming Interfaces (hereinafter referred to as "API") are subject to Fair Use Policies (FUP) designed to maintain optimal Service quality for all customers across all environments. To this end, the Provider has established specific limits on the number of requests per minute for each API, which are detailed in the Provider developer portal (<https://developers.qualifio.com>).

Exceeding these limits may result in requests being blocked, particularly during periods of high server load. To avoid such scenarios, customers are encouraged to implement robust error handling and monitoring systems. Additionally, performance considerations should be taken into account when accessing the Provider APIs, including the use of request throttling and response caching techniques to minimize performance bottlenecks and prevent exceeding rate limits.

This policy is primarily intended to address customers who generate sustained, unmanaged high loads. Where a customer repeatedly exceeds the Fair Use Policy in a manner that degrades or threatens the quality of Services for other customers, the Provider reserves the right to implement appropriate measures, including, without limitation, restricting access to the Services and/or applying additional charges for excessive usage.

For the purposes of this policy, an “unmanaged high load scenario” means a situation in which the Provider’s public API returns HTTP 429 error responses, as defined in the developer documentation, at a rate exceeding twenty (20) occurrences per second for a continuous period of more than sixty (60) seconds.

The Provider will proactively notify customers when they begin to exceed FUP limits, allowing them the opportunity to address the issue and implement appropriate measures to manage their API usage within the established limits. Customers are expected to comply with these rate limits and must not attempt to circumvent them.

Product Fair Use Policy

The Product is a shared service used by multiple Customers. To ensure Product stability and performance for all Customers, the Provider reserves the right to take reasonable measures in response to activities that cause stress or abnormal load on the system.

If a Customer’s Interactive Campaign or activity generates an unusually high demand or any other issue that impacts the Product’s performance, the Provider may take corrective or protective actions. These actions may include, but are not limited to, temporarily pausing or shutting down the Interactive Campaign causing the stress and/or adapting the configuration to limit the impact (without altering the intent and purpose of the Interactive Campaign). Such measures are intended to protect the overall functionality and availability of the Product for all customers.

The Provider will endeavour to promptly inform the affected customer if any measures are taken that impact their use of the Product. The Provider is committed to working with the Customer to find a long-term solution that allows for continued use of the Product while maintaining overall Product stability and performance.

The Provider will work collaboratively with the Customer to address the root cause of the stress or abnormal load, and to find an appropriate solution. This may include

optimizing the Customer's use of the Product, implementing additional technical safeguards, or other mutually agreed-upon measures.

The Provider aims to apply these measures fairly and consistently, ensuring that the rights and needs of all customers are balanced with the overall stability and performance of the Product.

For the avoidance of doubt, it is explicitly agreed that none of the measures above can be applied if the number of requests as received for a customer campaign is under 30000 per min (or 500 / seconds).

Second screen usage

Within the framework of a proportionate and reasonable use of the Product, and in order to avoid Interactive Campaigns or Member Portals (the front office of Reward Program) having a potential high participation rate with simultaneous entries per minute, the Customer acknowledges that the Product shall not be used as a second screen, in combination with high-audience television or radio programs and that the Product is not intended to be published without any limit through an ad-server. In the event of reasonable doubt, and in any event, if the Customer expects to exceed 2000 simultaneous participations in an Interactive Campaign or 10000 End Users connected simultaneously to their Member Portal, the Customer undertakes to contact the Support at least five (5) days before the launch of the Interactive Campaign or Reward Program. The Customer expressly acknowledges that under no circumstances shall this contact be deemed to result in any commitment or obligation on the part of the Provider to handle the question, to adapt its Services or to accept the situation.

CUSTOMER DATA UPON CONTRACT TERMINATION

Upon termination of the Contract, the Provider shall contact the Customer to determine whether the Customer wishes to receive an export of the personal data collected through the Product. Such export shall be provided in CSV format.

In the event the Customer requests a data export, the export shall be transmitted to the Customer within thirty (30) days. Following confirmation of successful transmission, the Provider shall proceed with the permanent deletion of the Customer Data from the Product.

In any event, all Customer Data remaining on the Product shall be permanently deleted within thirty (30) days of the termination date, regardless of whether the Customer has responded to the personal data export request.

ARTIFICIAL INTELLIGENCE

SECURITY AND SAFEGUARDS

The latest and most detailed information on the security measures applicable to the AI Features is available as part of our Technical and Organisational Measures.

DESCRIPTION OF AI FEATURES

The latest and most detailed information on the AI Features included in the Product is available at our [Trust Center](#).

PROFESSIONAL SERVICES

SET-UP

Professional Services provided by the Provider whereby the Provider operates its Product on behalf of the Customer directly in the Customer's account.

Procedure

In collaboration with the Customer, the Provider sets up the Customer's account in the Product. To this end, the Customer answers all questions that the Provider may ask as part of the set-up process, and in particular through the set-up documents that the Customer must complete.

The set-up Services are described in the Order Form and may include, but are not limited to: opening a new Customer's account, cleaning up an existing Customer's account, creating templates specific to the Customer's website environment, creating Member Portal design, rewards, earning and burning rules, creating websites, forms, opt-ins, creating a tagging plan in the tag library, cross-account duplication of existing

Interactive Campaigns, training the Customer's Users, configuring technical integrations.

During the Service Term, the Customer may ask the Provider to work on the current account configuration, in a process similar to that followed during the initial set-up of that account. The additional set-up fee is provided to the Customer in a new Order Form. The Customer acknowledges and accepts that he may not refer to a previous Order Form to justify a lower price than that indicated in the new Order Form.

The use of the Product by the Customer constitutes acceptance of the set-up performed by the Provider. The Customer has one (1) week from the first use to report any misconfigurations; otherwise, the set-up is deemed fully accepted.

Responsibility

The Provider only acts on the instructions and on behalf of the Customer. The Customer remains solely and uniquely responsible for the account set-up performed by the Provider, which is based solely on the information provided by the Customer. The Customer acknowledges and accepts that the Provider can only proceed with its account set-up if the Customer properly answers to every question asked by the Provider and properly completes the set-up documents, which are an integral part of the process.

EDUCATIONAL SERVICES

Customers wishing to improve their knowledge and skills in the Product may ask the Provider to provide training, inspiration sessions and/or workshops for the Customer's Users.

Procedure

The Provider may provide training, inspiration sessions or workshops as part of the Customer's account set-up or at any time during the Service Term.

Unless otherwise specified, training, inspiration sessions and workshops can be delivered on-site or online. The list of available topics is provided on request.

The Customer provides the Provider the topics to be covered during the training, the theme and specific needs or questions to be addressed during the inspiration session or workshop.

An Order Form including the list of services and the fee for the agreed training, inspiration session or workshop is provided to the Customer, depending on the location where the Service is performed and the topics chosen by the Customer.

As soon as the above-mentioned Order Form is approved by the Customer, the Provider will organize and schedule with the Customer the training, inspiration sessions or workshops.

Responsibility

The Provider only acts on the instructions and on behalf of the Customer. The Customer remains solely and uniquely responsible for defining the content of the training or workshop conducted by the Provider. In particular, the Customer chooses the topics to be covered and can ask questions interactively during the training or the workshop.

STUDIO SERVICES

The Studio Services are Professional Services provided by the Provider whereby the Provider operates its Product on behalf of the Customer directly in the Customer's account.

Procedure

A. Briefing

The Customer's briefing includes the type of Interactive Campaign, dates, language variations, graphic elements, texts, publication channels, information to be collected from the End Users, technical integrations to be enabled, tagging plan, Member Portal widgets & design, earning and burning rules details, rewards, etc. The Studio Services will begin once the briefing has been approved by both Parties.

B. Modifications

The Provider offers a maximum of two (2) versions of the Interactive Campaign and/or Member Portal layout. However, if necessary and only at the express written request of

the Customer, the Provider can create additional versions based on the initial briefing. The Provider provides the Customer with a new Order Form including the costs necessary to create each additional version. The Order Form remains valid as long as the creation of the first two (2) versions has not been completed.

Once the layout of the Interactive Campaign and/or Member Portal has been approved, the Provider will integrate the content into the Product. The Customer is then authorized to request up to a maximum of three (3) changes. Beyond these three (3) accepted changes, any change request will be invoiced on the basis of a new Order Form communicated to the Customer after analysis.

The Customer agrees and acknowledges that any changes, modifications, additions, which are not included in the initial briefing (for example, but not limited to, change in format/flow/Interactive Campaign concept, addition of a tagging plan) will give rise to a new Order Form after analysis.

C. Verification and testing

The Customer must verify and test the Interactive Campaign and/or the Reward Program until the end and experiment with all the scenarios (winners, losers, earning rules, burning rules etc.) on all media (computer, browsers, telephone and tablet). Following these verifications, the Customer will send a final validation by email as well as instructions for putting the Interactive Campaign and/or Reward Program online. At the end of a period of three (3) working days starting from the sending to the Customer of the link containing the final preview of the Interactive Campaign, the Customer is presumed to have validated the Interactive Campaign and it may be put online. Any online Interactive Campaign is presumed to be approved by the Customer.

Responsibility

The Provider only acts on the instructions and on behalf of the Customer. The Customer remains solely and uniquely responsible for the Interactive Campaign and/or Reward Program and their contents.

INTEGRATION PROJECTS

Customers subscribing to a premium licence may request the Provider's project team to develop a tailormade integration to its own or third-party platform.

Procedure

A. Initial request

The Customer's initial request includes amongst others the global business objectives of the integration project, the type of platform/system to be integrated with the Provider or the connection standard to comply with, the data collected from the End Users to be transferred or transmitted.

The Provider analyses the request. It may lead to some additional questions being asked to clarify the needs and technical context.

When the request is fully understood, the Provider provides a rough workload estimate in man-days or a fixed fee envelope. It gives an initial estimate of the budget required. The budget may be reviewed when defining the project scope, if it appears the requested flow changes too much compared to the initial request.

B. Project scope

When the Order Form is approved, the Provider starts the project and describes the scope in a document covering all the implementation details and provides the related budget. The budget is a fixed amount directly related to the definition of the flow described in the project scope. It's not subject to further changes during the implementation, as long as the validated project scope doesn't change.

The Customer is responsible for providing any materials, documentation, technical infrastructure, etc required to complete the project scope. The Provider cannot be held responsible for any delay or non-conformity caused by the absence or unavailability of aforementioned resources. The Provider doesn't bear any obligation of results as long as defining the project scope is dependent on business and technical information that must be provided by the Customer.

If the project scope phase lasts more than a reasonable period of two (2) months to gather all needed information, the Provider will put the project on hold and may request additional fees when the Customer reactivates the project.

The Customer is responsible to review and approve the scope of the project within a reasonable timeframe. The Customer agrees and acknowledges that any changes,

modifications and/or additions not included in the approved project scope, will be subject to a new Order Form.

C. Development and testing

The Provider adds the project to the development roadmap and shares the development schedule, as soon as the Customer has approved the project scope.

The development phase includes testing and the fix of any issue discovered, before the development is made available to the Customer. These tests are carried out on the Provider testing environment, which may not fully reflect the Customer's production environment, among other things because of a different set of data. To validate that the development fully meets its expectations, the Customer is therefore responsible for carrying out acceptance tests on a pre-production environment that matches the production environment. Especially, the Customer is responsible for checking all the scenarios (sign-up, log-in, redirection, push, etc.) on all media (computer, browsers, telephone and tablet). The Provider fixes any non-compliance with the project scope, discovered by the Customer and communicated to the Provider during the acceptance tests phase.

If the acceptance tests take more than a reasonable period of one (1) month, the Provider will put the project on hold and may request additional fees when the Customer reactivates the project.

If the Customer wants to change the flows that were developed based on the project scope, the Provider requests an additional fee to bring the required changes. An Order Form is communicated to the Customer to perform the new tasks depending on the nature of changes.

D. Delivery

As soon as the Customer has validated that the development, made available for testing, complies with the agreed project scope, the Customer may request the Provider to release it in production.

The Provider adds the release in production to the planning and shares the scheduled release date to the Customer.

The Provider informs the Customer when the development has been released in production. Before launching the first live Interactive Campaign, the Customer must carry out a final end-to-end test in production. The Customer should start testing as soon as the Provider confirms the release in production, and has a maximum of one (1) week to report any resulting non-conformity. After this period, the Customer must report further issues to the Support. Any change request will result in the start of a new project.

Depending on what is agreed with the Customer within the project scope, the Provider may also perform some tasks such as, but not limited to: configuration, clean-up, migration or writing documentation. The project is considered delivered when all tasks have been completed. The Provider confirms it by sending an email to all stakeholders of the project. If necessary, the Provider schedules a call with the Customer to assist with the initial set-up.

E. After delivery

The Customer may ask the Provider to monitor the launch of the first Interactive Campaign that is using the delivered development. The Provider only ensures that the configuration of the development is done correctly and allows the Interactive Campaign to function properly. In the event of misuse or incorrect configuration, the Provider may update the documentation already provided.

If the Customer has not reported any non-conformities and if all additional project tasks have been completed, the Customer must report further issues to the Support. Any change request will result in the launch of a new project.

Responsibility

The Provider only acts on the instructions and on behalf of the Customer. The Customer remains solely and uniquely responsible for the configuration of the development delivered to him and for the results of its use.

SERVICE LEVEL AGREEMENT

SUPPORT

Channels

The primary Support channel is a ticket created via the Support help center, accessible via SSO from Qualifio Manager or at url <https://support.qualifio.com/>.

Enhanced Support package “support boost add-on” is available through the sales department to get access to the phone channel.

Hours

Standard Support is available during regular Office Hours (Monday to Friday, 09:00–18:00 UK & France local time), including public holidays.

Enhanced Support package “support boost add-on” is available through our sales department to get access to extended hours:

- Monday to Friday: 08:00–20:00 (UK & France local time)
- Saturday & Sunday: 09:00–16:00 (UK & France local time)

SERVICE LEVELS

Service uptime

Component	Standard	Premium
Interactive Campaigns / Member Portals	99.5%	99.9%
Qualifio Manager	95.0%	95.0%

First Response Time

First Response Time is measured within Office Hours.

Priority	Estimated response time
P1	2h
P2	4h
P3	8h

P4	Best effort
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Mitigation time

Mitigation times in this table are objectives. Depending on the volume and priority of requests submitted to Support, response and resolution times may vary. Mitigation times are measured within Office Hours.

Priority	Mitigation time objective
P1	8h
P2	72h
P3	1080h
P4	Best effort

SERVICE CREDITS

Uptime	Standard Credit	Premium Credit
< 99.9%	N/A	2%
< 99.5%	2%	2%
< 99.0%	2%	5%
< 97.0%	5%	10%
< 95.0%	10%	10%

DATA PROCESSING AGREEMENT

DATA PROCESSING ACTIVITIES

Item	Description
Purpose and nature of processing	Processing supports the Customer's marketing, audience engagement, insight objectives, and consists of any activity (such as but not limited to "collecting", "storing", "viewing", "disclosing", or "erasing"), carried out to provide the Service to the Customer. The Service is provided in accordance with the Customer's instructions and excluding unlawful processing, so that the Customer can: Collect and enrich the personal data provided by End Users, through Interactive Campaigns created in the Product, such as quizzes, polls, surveys, contests, games, etc; Increase user engagement and loyalty through Reward Programs created in the Product, where users create accounts in their Member Portal and earn points with every interaction.
Categories of personal data	The personal data processed by the Provider on behalf of the Customer is determined by the Customer, in particular when setting up identification forms for Interactive Campaigns or when configuring the authentication method(s) for the Members Portal. The Customer shall refrain, in the context of the use of the Product, from processing payment data, namely credit cards number, CVV number, IBAN number, bank account number, or any financial account information, as well as any personal data related to the unique identification of a person linked to the identity card, such as, but not limited to, the national identification number.
Categories of data subjects	The personal data processed by the Provider on behalf of the Customer may relate to any category of data subjects. This is determined by the Customer depending on the channel or location (such as website, application, or other platform), where Interactive Campaign(s) or the Members Portal are

published, and how the Customer shares and promotes them.

Duration of
processing

Interactive Campaigns

During the provision of the Service related to the processing of this personal data, the duration of the data retention period is managed directly by the Customer through the "GDPR Toolbox" available within the Product. The data retention period that may be set by the Customer is however limited to 24 months. This period of 24 months is moreover set by default in the "GDPR Toolbox".

At the end of the 24-month period established by default or the period set by the Customer, the Customer will no longer be able to access his personal data. It is therefore the Customer's responsibility to adapt the duration according to its data retention policy.

In any event, the Provider undertakes to permanently delete from the Qualifio Manager the personal data processed for the Customer, no later than one (1) week after the end of the data retention period indicated in the Product, or one (1) week after the end of the Contract. After personal data has been deleted from the Qualifio Manager, a further six (6) months are required to ensure a full deletion of this personal data in our backups.

If required by European Union or Member State law, the Provider may keep personal data for a period longer than that mentioned above.

Reward Programs

Given the specific nature of Reward Programs, the Customer is solely responsible for the duration of the data retention period. In this respect, the Provider does not provide any automatic deletion of personal data after a predefined period. However, the Reward Programs Add-on provided within the Product contains functionalities to ensure the End Users rights guaranteed by the regulations, and more particularly: functionalities allowing the deletion of a specific End User's personal data;

functionalities to delete the personal data of an entire Reward Program.

In any event, the Provider undertakes to permanently delete from the Qualifio Manager the personal data processed for the Customer, no later than two (2) months after the end of the Contract. After personal data has been deleted from the Qualifio Manager, a further six (6) months are required to ensure a full deletion of this personal data in our backups. If required by European Union or Member State law, the Provider may keep the personal data for a period longer than that mentioned above.

LIST OF SUB-PROCESSORS

OVH

Item	Description
About	https://www.ovh.com/
Registered offices	2 rue Kellermann, 59100 Roubaix, France
Processing purpose	host infrastructure, servers and databases
Processing location	OVH datacenters are located in Europe (3 datacenters in France, one in Germany and one in Poland)
Security measures	• https://www.ovhcloud.com/en/datacenters-ovhcloud/ • OVH is certified SOC 1 type II (SSAE 16 and ISAE 3402), SOC 2 type II and ISO 27001 • https://www.ovhcloud.com/en-gb/enterprise/certification-conformity/iso-27001-27017-27018/

Amazon Web Services

Item	Description
About	https://aws.amazon.com/
Registered offices	Amazon Web Services EMEA Sàrl, 38 Avenue John F. Kennedy, L-1855 Luxembourg
Contact	https://aws.amazon.com/contact-us/compliance-support/

Processing purpose	● Store back-up of system, access and applicative logs. ● Store temporarily “on-request” automatic exports of participation data (could contain PII) before being downloaded by the customer. ● Store media files of UGC (User Generated Content) campaigns. Content (i.e. media files) could include PII.
Processing location	The Provider only uses datacentres located in Europe
Security measures	https://aws.amazon.com/fr/security Additional security measure taken prior to onboard this sub-processor: ● Sub-processor ISO27001 certification. ● S3 object storage uses encryption at rest provided by AWS. ● All logs and participation exports are encrypted before being stored on AWS. Encryption key is managed by the Provider outside of AWS infrastructure.
Certification	AWS is certified: SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018. https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf

Microsoft Azure

Item	Description
About	https://azure.microsoft.com/
Registered offices	Microsoft Ireland Operations, Ltd. One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland
Contact	https://aka.ms/privacyresponse
Processing purpose	● Store back-ups of internal databases ● Host its infrastructure, servers and databases for customers based in Italy.
Processing location	The Provider only uses datacentres located in Europe

Security measures	https://docs.microsoft.com/en-us/azure/security/ Additional security measure taken prior to onboard this sub-processors • Sub-processors ISO27001 certification • Encryption at rest provided by Microsoft Azure. • Backups are encrypted before being stored on Microsoft Azure. Encryption key is externally managed by the Provider.
Certification	https://servicetrust.microsoft.com/viewpage/ISOIEC

CDN77

Item	Description
About	https://www.cdn77.com/
Registered offices	DataCamp Limited, 207 Regent Street, London W1B HH, United Kingdom
Processing purpose	Improve access performance of static files (such as scripts, stylesheets,...)
Processing location	The Provider only uses CDN servers located in Europe
Security measures	https://www.cdn77.com/security https://client.cdn77.com/support/knowledgebase/general-faq/cdn77-gdp

Google Workspace

Item	Description
About	https://workspace.google.com/
Registered offices	Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland
Contact	https://support.google.com/cloud/contact/dpo
Processing purpose	• as collaboration and productivity tools (email solution and document management).

- In case of a customer requesting an ad hoc export of its data, our Support Team will use Google Workspace to share the encrypted file.

Processing location	The Provider only uses datacentres located in Europe
Security measures	https://support.google.com/a/answer/60762?hl=en Additional security measure taken prior to onboard this sub-processors: • Sub-processor ISO27001 certification. • Encryption at rest provided by Google Workspace. • Ad hoc exports are encrypted before being stored on Google Workspace. Encryption key is externally managed by the Provider.
Certification	https://cloud.google.com/security/compliance/compliance-reports-manager#/ReportType=Certificate

76310

Item	Description
About	https://www.76310.fr
Registered offices	76310 SARL, B23 Bâtiment Kienz, 39 B Avenue de Flandre, F-59700 MARCQ EN BAROEUL
Contact	dpo@76310.fr
Processing purpose	Only if the Customer subscribed to the “Qualifio Data Validation, powered by 76310” Add-on, facilitate input of data and/or validate the postal address, email address or phone number filled-in by the participants in your campaigns identification forms.
Processing location	France
Security measures	May be provided on-request

Zendesk

Item	Description
About	https://www.zendesk.com/
Registered offices	Zendesk France 34 Avenue de l'Opéra, 75002 Paris, France
Contact	euprivacy@zendesk.com
Processing purpose	Online helpdesk ticketing service
Processing location	Zendesk datacenters are located in Europe (Frankfurt Germany)
Security measures	• https://www.zendesk.com/trust-center/ • Zendesk is certified ISO 27001, 27701, SOC 2

SECURITY MEASURES

For the latest version of our Technical and Organizational Measures, please visit our [Trust Center](#).