Privacy & terms

ZIWIT company is specialized in the field of cybersecurity, particularly thanks to the HTTPCS Suite, developing disruptive cybersecurity solutions. In order to complete its offer and provide affordable cybersecurity solutions to its customers, the company also commercializes another SaaS (Software as a Service) product: the CloudFilt Solution. No software installation or hardware configuration is required to use the service.

The CloudFilt Solution mainly intends to give full protection to the Customer's website, web application or API, mainly by blocking:

- bot traffic;

- tor traffic;

- web scraping;

- web fraud;

- web logic;

- Spam Submissions;

- IP Reputation & IP Risk Score;

- denial of service attacks.

It also includes a built-in CDN/WAF layer that offers :
- ultra-fast content delivery;
- optimized infrastructure usage;
- integrated WAF at the edge;

This offer may be subject to changes and/or improvements over time. These General Terms and Conditions (hereinafter referred to as "GTC") mainly intend to detail the conditions under which the ZIWIT company (hereinafter referred to as "we" or "us") shall provide the CloudFilt Solution to the Customer (hereinafter referred to as "you").

AS A RESULT OF IT, THE FOLLOWING HAS BEEN AGREED ON:

Article 1 – Definitions

Article: refers to an article of these General Terms and Conditions.

CloudFilt Website : refers to the website www.cloudfilt.com solely owned by the ZIWIT company.

Console: refers to the customer's personal account provided via the internet by the ZIWIT company, in order for the customer to set up and use the CloudFilt Solution.

Credentials: refers to the specific term through which the customer shall log in to the Console. The customer sets up a username and a password.

Customer/you: refers to the customer of the ZIWIT company, who fully accepts these General Terms and Conditions for any Subscription or use of the CloudFilt Solution.

End Users: those who access or use our Customers' domains, networks, websites, application programming interfaces and applications, or are being authorized by CloudFilt for Teams users, such as our Customers' employees, agents, or contractors.

Plan: refers to the right of use of the CloudFilt Solution provided to the customer by the ZIWIT company.

Subscription: refers to the subscription to the CloudFilt Solution.

ZIWIT Company/we/us: refers to the ZIWIT company, a simplified joint-stock company with a €190,000 share capital, registered at the French Trade Register (RCS) of Montpellier under numer 525 202 917, whose headquarters are located in 30 Rue Isabelle Eberhardt – 34000 Montpellier – France.

Article 2 – General provisions regarding the GTC

2.1. Object of the GTC

These General Terms and Conditions shall solely govern the sales contract of the CloudFilt Solution on the website www.cloudfilt.com, whose access is free for every user.

2.2. Availability and opposability of the GTC

The GTC shall be made available on the CloudFilt Website, on which they can be read. They can also be provided by phone or email request.

These GTC shall be opposed to you, who confirm having read and accepted them before ordering.

2.3. Amendments to the GTC

We reserve the right to amend these GTC at any time without any prior notice.

In case of variation, the GTC applicable are those in effect on the date of the order. A dated copy can be sent to you on request.

2.4. Invalidity of a provision

The invalidity of one provision herein shall not result in the invalidity of these GTC.

Any temporary or permanent failure to apply one or several provisions of the GTC by us shall not constitute a waiver of any other provision of the GTC, which continue to have effect.

2.5. Indivisibility

These GTC constitute the full agreement between you and us and shall prevail over any other communication or verbal agreement. No one shall modify, amend or waive any provision of the GTC without an agreement written and signed by you and us.

2.6. Referencing

You acknowledge and agree that we can index your company's name, logo and sector description for marketing or promotional purposes, in particular for any communication service to the public on paper or electronically.

2.7. Unforeseen circumstances

In case of changes of circumstances which could not have been foreseen when the GTC were concluded and which would make their enforcement prohibitively expensive for one of the parties, a renegotiation of the contractual provisions shall be requested. During the whole negotiation period, the parties shall continue to fulfill all their obligations.

In case of refusal or failure to renegotiate, the parties shall agree on the termination of the contract on the date and under the conditions that they determined, without any right to claim compensation of any kind.

Article 3 – Field of application

The GTC solely govern the sales contract of the CloudFilt Solution that we provide.

The GTC shall only apply to natural persons or legal entities who subscribe to the CloudFilt Solution for business use. Consumers and non-professionals are not subjected to the enforcement of these GTC and must contact us to get General Terms and Conditions suiting their situations.

Article 4 – Enforcement and duration of the contract

After we actually received the payment, we shall activate your Plan within two (2) business days.

The GTC apply for the whole Subscription period to the CloudFilt Solution. They also continue to have effects after canceling the Plan, particularly the non-disclosure, personal data and dispute resolution provisions.

Article 5 – Ordering

5.1. Terms and conditions

You can subscribe to the CloudFilt Solution:

- On the internet, on the CloudFilt Website;

- by sending an email to the following address: contact@cloudfilt.com.

In order to make sure that the order is properly placed and to provide appropriate customer follow- up, we shall ask you some information during the Subscription. You shall provide accurate information and contact us as soon as possible to let us know about any change of circumstances.

For each order placed on the CloudFilt Website, you shall be able to check your order detail and the total price. You can go back to previous pages to correct any mistake or modify your order. The confirmation of order implies that you accept the GTC and the conclusion of the contract.

We shall send you an email acknowledging receipt of the Subscription and payment as soon as possible.

5.2. Order modification

Any order modification after receiving confirmation of your Subscription is subject to our acceptance. If we refuse to modify the order, you may not claim any compensation or get a refund of any sum paid.

5.3. Order validation

We reserve the right to refuse any order for legitimate reasons. In this case, we shall contact you by any means to let you know. Any order refusal shall not result in the formation of the contract, which prevents you from getting any compensation whatsoever from us.

Article 6 – Price

6.1. Terms and conditions

All prices on the CloudFilt Website shall be expressed in euro and include the VAT in force on the date of the Subscription. Any change of this rate may be passed on to the price of the CloudFilt Solution.

In case of promotional prices, we shall apply the promotional price to any order placed during the promotion period.

6.2. Price modification

We reserve the right to modify our prices at any time, while guaranteeing the application of the price in force on the day of the order.

If you notice a price modification of the CloudFilt Solution, you shall be able to cancel your Subscription in accordance with the provisions laid down in Article 16.

Article 7 – Billing and payment

7.1. Terms of payment

Any order placed on the CloudFilt Website shall be paid immediately to validate the Subscription.

If you decide to subscribe by email, an invoice shall be sent to your contact email. The Subscription shall be valid after we collected all payments.

You shall pay in full the amounts invoiced by the due date mentioned on the invoice that you received.

You shall pay the amount invoiced via the following payment methods:

- by bank transfer;

- by credit card;

- by check.

7.2. Late payment or non-payment

In case of late payment, we may suspend any ongoing order, without prejudice of any other course of action.

Any unpaid amount by the due date stated on the invoice may automatically result, as from the day after the payment date mentioned on the invoice, in the application of penalties that equal three (3) times the legal rate of interest. The penalties for late payment are payable without any prior reminder notice. A lump-sum compensation, whose amount is mentioned on the invoice, shall also be charged as recovery fees.

We reserve the right, when the price invoiced is not paid by the due date, to claim fulfillment of the contract or terminate the contract by sending a registered letter with acknowledgement of receipt and to keep, as compensation, any potential deposit paid with the order.

Article 8 – Access to the CloudFilt Console

8.1. Creation of Credentials

The Console can be accessed through unique Credentials that you created.

If you already have an account on the CloudFilt Website, you can use the same Credentials to log in to the Console. If you do not have an account, you shall create one in order to take out a Subscription on the CloudFilt Website and benefit from your Plan. It falls under your responsibility to choose a strong password to avoid any malicious intrusion.You shall respect the confidentiality

of your Credentials. These Credentials shall be used to access the CloudFilt Console in order to guarantee the security of your data. The Credentials shall not be passed on to any third party.

You shall be responsible for the use and confidentiality of your Credentials. You shall make sure that only authorized persons are given access to the Console. We shall not be held liable for any incident that may occur on your Console as a result of your negligence.

8.2. Loss or theft of Credentials

If you notice a security breach due to a disclosure or misuse of your Credentials, you shall reset your password. You shall do this, either:

- From the CloudFilt Website, by clicking on "Forgot password?" on the login form;

- By contacting CloudFilt support by using the means of contact laid down in Article 14.

8.3. First login to the Console

Upon your first login to the Console, you shall need to prove that you are the owner of the website or web application protected by the CloudFilt Solution. In order to do this, you shall carry out the following procedure:

- Transfer to the server hosting your website or web application a validation file provided by us;

- Add a META tag to the index.html page inside the HEAD block;

- Get the code provided on the Console and add it on your website.

Article 9 – Use of the Console

You acknowledge that the Console can be accessed via the internet network. You know the technical risks that can affect this network and cause slow-downs or impairments, making the connection impossible. We shall not be held liable for any access issue affecting the Console because of network disruptions.

You shall make reasonable use of the Console. You shall use it within the scope of your Plan, only for your professional needs, and shall not provide or share it to any third party. We may cancel your Plan in case of any improper use of the Console.

Article 10 – Console maintenance

The access to the Console may momentarily be interrupted for maintenance or improvement. We shall do our utmost to maintain access to the Console during the maintenance period.

For any maintenance operation that might result in a service disruption for at least forty-eight (48) hours, you shall be notified with an email sent to the contact address that you gave us.

In case of security breach likely to compromise the security of the service provided to you, we may, without prior notice, momentarily suspend access to the Console in order to fix the breach as quickly as possible. In this situation, you shall not be entitled to any compensation, nor hold us accountable for any reason whatsoever.

Article 11 – Obligations of the parties

11.1. Your obligations

You shall be responsible in debt regarding the payment of all the amounts invoiced under your Plan.

You shall comply with all the provisions laid down in these GTC. You acknowledge that you may be liable in case of failure to fulfill your obligations.

Under no circumstances you shall rent, sell or give to any third party the benefits and rights that arise from your Plan, without having obtained our express and written consent.

11.2. Our obligations

We shall apply all the provisions herein, and particularly let you use your Plan with due diligence. However, it falls under your responsibility to make sure that you have an internet access and appropriate equipment to use your Plan.

Article 12 – Liability

12.1. Your liability

You may be held liable for:

- any use of the CloudFilt Solution non expressly authorized in these GTC;
- any use of the CloudFilt Solution even though we recommended to suspend its use after an issue that occurred;
- any use within a different perimeter than the one indicated during Subscription;
- any use of the CloudFilt Solution with a software that we did not provide or endorse.

12.2. Our liability

In any event, we shall be held liable for any direct, certain and proven damage that we may have caused to you.

You shall also hold us liable for:

- not fulfilling our obligation of non-disclosure laid down in Article 13;

- not fulfilling our obligation regarding the processing of personal data laid down in Article 18;

- not fulfilling our obligation of security regarding the Console.

12.3. Exemption of liability

We shall under no circumstances be held liable for any indirect damage that could be caused to you because of the enforcement of these GTC. Some circumstances may be considered as indirect damages, and particularly a loss of gain or profit, loss of chance, commercial damages, the consequences of a complaint or claim from a third party against you.

Article 13 – Non-disclosure

We shall not, without any time limit and without any possible claim for compensation, disclose to a third party any information about your business assets or *savoir-faire*.

To this end, we shall preserve the confidentiality of the information that we might find out about you when you are using the CloudFilt Solution.

Article 14 – Support

For any trouble experienced regarding the Subscription, the use of the CloudFilt Solution or the Console, you may contact us by email to the following address: contact@cloudfilt.com.

We shall endeavor to reply to your request as soon as possible.

Article 15 – Guarantee

We do not guarantee the results of the service provided with the CloudFilt Solution and we are only bound by an obligation of due care. We do not guarantee that the features of the service shall meet your demands.

Article 16 – Termination

You may request cancelation of your Plan at any time if you subscribed to an offer without commitment. In order to do this, you shall contact us by using the means of contact laid down in Article 14 to inform us of your intention to cancel your Plan.

In case of cancelation at your initiative before the end of the billing period, all payments made are non-refundable, except in case of failure attributable to us.

In case of failure of one of the parties to fulfill one of their obligations, the other party may, ten (10) days after receiving a formal notice sent via registered letter with acknowledgement of receipt remaining unanswered, cancel their Plan, without any prior notice or legal formality. The party at fault shall not be entitled to claim any compensation whatsoever for terminating these GTC.

Article 17 – Ownership of the CloudFilt Trademark

We guarantee that we have the intellectual property rights to conclude this contract.

We guarantee that the CloudFilt Solution provided to you does not cause damage to any third party's rights and does not constitute counterfeiting of any existing intellectual works.

Within the scope of your Plan, you shall not have any intellectual property right on the CloudFilt Trademark. You shall have no property or moral right over the CloudFilt Solution or the Console, except for the public policy provisions laid down by the French Intellectual Property Code.

You shall not cause any damage to any intellectual property right that we may have, particularly regarding:

- our copyrights;

- any patent that we registered;

- our trademarks;

- our trade secrets;

- our savoir-faire;

- any of our conception or invention.

The source code of the CloudFilt Solution remains confidential and our exclusive property. To this end, you are not entitled to:

- the permanent or temporary reproduction of the source code by any means and in any form;

- the translation, adaptation, arrangement or any other alteration of the Console or CloudFilt Solution;

- the correction of any error or bug that the Console or the CloudFilt Solution may contain.

Any damage whatsoever caused to an intellectual property right that we hold shall result in a legal action for counterfeiting.

Article 18 – Personal data

18.1. Object

We shall respect the enforceable regulation regarding the processing of personal data, and particularly, the European regulation 2016/679, referred to herein as "GDPR".

18.2. Description of the collection and processing

For any Subscription to the CloudFilt Solution, we may have to process some of your personal data. The personal data that shall be processed are the following:

- your first and last name;

- your postal address;

- your email address;

- your bank details;

- your phone number;

- log Data: CloudFilt processes End Users' information on behalf of our Customers. This information is processed when End Users access or use our Customers' domains, websites, APIs, applications, devices, end points, and networks using one or more of our Services. CloudFilt also processes End Users' information on behalf of our Customers when the End Users access our Services pursuant to our Customers' authorization. The information processed may include but is not limited to IP addresses, system configuration information, and other information about traffic to and from Customers' websites, devices, applications, and/or networks (collectively, "Log Data").

All these data shall be used to pursue the following purposes:

- to complete your Subscription to the CloudFilt Solution;

- to provide the best user experience;

- to follow up your order;

- to provide technical support;

- Comply with legal obligations as well as to investigate and prevent fraudulent transactions, unauthorized access to the Services, and other illegal activities;

- to create internal statistics intended to improve the communication and the services that we provide.

We carry out the processing pertaining to the Subscription to the CloudFilt on the basis of article 6 (1) b) of the European regulation No 2016/679, as meaning that the processing is necessary for the performance of this contract.

Log Data from End Users. We use and process the Log Data from End Users to fulfill our obligations under our Customer agreements and as may be required by law. We act as a data processor and service provider pursuant to data processing instructions by our Customers.

18.3. Technical and organizational measures

In order to fully comply with the provisions laid down in the GDPR, we implemented technical and organizational measures within our structure. These measures particularly include:

- the implementation of internal procedures pertaining to the steps to process personal data;

- the compliance of the CloudFilt Solution with the principles of privacy by design and privacy by default;

- the deletion of all your data five (5) years upon termination of our contractual relationship, in accordance with the conditions mentioned in Article 18.5;

- the transparency of the collection, functions and processing of the personal data;

- the implementation of strict security measures to ensure the protection your data, particularly:

  - the storage of all the data in locations whose access is strictly limited to the persons authorized to process them;

  - the implementation of high security standards in order to provide a high security level of the service that we provide;

  - the encryption of the communications via TLS;

  - the implementation of good IT practices within our company;

  - carrying out internal audits on a regular basis in order to check the security of information systems;

  - the implementation of innovative cybersecurity solutions, including the use of the HTTPCS Suite or the CloudFilt Solution.

18.4. Data transfer

The personal data that we process are currently not being transferred to a non Member State of the European Union. However, if a potential data transfer outside the territory of the European Union were to happen, we shall make sure that the third party country provide appropriate safeguards or an adequacy decision.

In case of data transfer to a non Member State of the European Union, we shall let you know by any means.

18.5. Storage period

The personal data that we processed shall be stored during the whole contractual relationship with you.

Your personal data shall be stored for a period of five (5) years after terminating these GTC.

18.6. Processor

For any Subscription to the CloudFilt Solution, the processing of your personal data may be carried out by processors, for which we made sure of their compliance with the GDPR.

For any payment with a credit card made when subscribing to the CloudFilt Solution, your bank details are processed by Stripe, a secure online payment service that took all necessary measures to ensure compliance with the GDPR. To this end, this processor signed the Privacy Shield agreement, authorizing data processing and transfer to the United States.

For any other potential processor that would process your personal data, we shall make sure that this processor provided sufficient safeguards with the GDPR. To this end, we shall take measures towards processors, particularly by checking for their compliance with the GDPR and by concluding a processing contract with them.

18.7. Notification of data breach

Within the meaning of the GDPR, a data breach is the occurrence of a risky situation for a data subject's rights and freedoms. This risk is likely to result in a psychological, material and physical damage for the persons, regardless of the cause or the consequences of the breach.

If we were to undergo a data breach, we shall warn the competent supervisory authority at the latest seventy-two (72) hours after acknowledging the breach.

Upon notifying the competent supervisory authority, we shall also inform you of the situation by any means, by mentioning:

- the cause of the data breach;

- the potential consequences of the breach for you;

- the security measures that we considered to make sure that such a situation does not happen again.

18.8. Exercising your rights

In accordance with the provisions laid down in the GDPR, you have the following rights:

- a right to access;

- a right to be forgotten;

- a right to object;

- a right to rectification;

- a right to erasure;

- a right to portability;

- a right to restriction of processing

To exercise any of these rights over your personal data, you may contact our controller through one of the following means of contact:

- by sending an email to the following address: dpo@ziwit.com;

- by sending a letter to the following postal address:

Responsable de traitement de la société ZIWIT
30 Rue Isabelle Eberhardt
34000 Montpellier
France

For any request relating to exercising your rights, you shall enclose a proof of identity.

We shall deal with your request within one (1) month after receiving it. In the even of a delay or *ad hoc* overload of requests, the time response may be extended to a two (2) months period. In this situation, you shall be notified of the delay.

Article 19 – Force majeure

The cases of force majeure are those upheld by legal precedents and the French Civil Code, i.e.:

- any event outside the control of one of the parties which could not have been foreseen at the time the contract was concluded;

- any event that could have not been avoided by taking appropriate measures;

- any event which is unpredictable, irresistible and outside the control of the parties.

The parties agree that the cases of force majeure justify the suspension of their obligations.

Consequently, neither of the parties shall be held liable for not fulfilling their obligations. Any failure or delay to meet any of their obligations shall also not make the parties liable.

The force majeure shall suspend the obligations arising from this contract throughout its performance. However, if the force majeure were to last more than three (3) months, this contract shall be terminated by either party, without this termination being considered as faulty.

Termination, in this situation, shall be notified by registered letter with acknowledgement of receipt and shall take effect on the date of receipt of that letter, or failing that, on the date of its first presentation.

Article 20 – Governing law

These GTC are subjected to French law, to the exclusion of any other legislation.

<u>Article 21 – Dispute resolution</u>

21.1. Claim

In case of litigation regarding the interpretation or performance of this contract, the parties shall first try to find an amicable solution through a negotiation conducted in good faith. In order to do this, a party shall send to the other party a registered letter with acknowledgement of receipt to arrange a meeting. In accordance with the terms and conditions agreed between the parties after receiving the registered letter, the meeting shall take place in order to try to reach an agreement.

22.2. Mediation

In case of failure of the negotiation attempt between the parties to solve the dispute, the disagreement shall be submitted to a mediator who shall try, independently and impartially, to bring the parties together with the aim of finding an amicable solution.

22.3. Submission before Court

In case of failure of the mediation, the parties may submit the case to the Commercial Court from the our company's headquarters for any litigation or action, and even in case of a third-party claim.

Any legal action shall be taken within one (1) year after the event giving rise to the damage.

Last update: July 30st, 2025