

## **Terms and Conditions**

### **Legal Notice**

Publisher of the website : The Phantom Company (Société par actions simplifiée) with a capital of 66,939 euros, registered with the Trade and Commerce Register of Paris under the number 818 723 629

Change of the legal name of the Company - October 2022 - Previously "PhantomBuster"

Registered address : 49 rue de Ponthieu, 75008 Paris, France

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### **Terms and Conditions**

These Terms and Conditions (the "Terms and Conditions") rule the relationship between The Phantom Company, a French Société par actions simplifiée with a share capital of 67,087 euros, registered with the Trade and Commerce Register of Paris under the number 818 723 629, having its registered address at 49 rue de Ponthieu, 75008, Paris, France, represented by Martin Tapia-Stocker duly authorized for the purpose hereof ("The Phantom Company") and any person registered in its own name or in the name and on behalf of a legal entity (the "User") wishing to use the Services as defined below.

The Phantom Company and the User are hereinafter referred to individually as a "Party" and collectively as the "Parties".

If the User is a legal entity allowing its employees, delegates, directors and/or subcontractors to access the Services (these persons are hereinafter indistinctly referred as a "User"). In such a case, the legal entity undertakes to bring these Terms and Conditions to their attention. It guarantees that these persons will comply with these Terms and Conditions and, in any case, further warrants The Phantom Company for any breach by these Users of these Terms and Conditions.

These Terms and Conditions define the conditions under which the User can use the Services.

Any registration on the Platform or any use of the Services implies unreserved acceptance of the Terms and Conditions, which the User acknowledges having read and understood.

## **Article 1 – Definitions**

Terms and expressions whose first letter of each word is in capital letters have, within the Terms and Conditions, the meaning assigned to them below, whether they are used in the singular or plural.

1.1 « API » shall mean any of the Application Programming Interface made available by The Phantom Company on the Platform. The APIs may be developed by The Phantom Company or by Developers.

1.2 « API Store » shall mean the online API platform hosted by The Phantom Company.

1.3 « Developer » shall mean the User who has developed her/his own API to make it available to Marketers via the API Store.

1.4 « Force Majeure » shall mean the events external to the Parties, unpredictable and unstoppable, as defined by French case law, the following events shall be deemed to constitute a case of Force Majeure (without purporting to be an exhaustive list): war (declared or not); terrorist act; invasion; rebellion; blockade; sabotage or act of vandalism; strike or social dispute, total or partial, external to both Parties; bad weather (in particular flooding, storms, and hurricanes); events declared as "natural disasters"; zombie invasion; fire; epidemic; transport or supply blockades (particularly energy); failure of electrical energy, heating, air conditioning supplies, of the telecommunication or data transport network; satellite failure.

1.5 « Intrusion Test » shall mean any software tool (including in particular but not limited to Loadrunner, Winrunner, Silk performer, Rational Robot, QALoad, and WebLOAD) designed to automatically emulate the actions of a human and used for data entry, data migration, load tests, performance tests, performance control, performance measuring and/or « stress tests ».

1.6 « Marketer » shall mean the User who wishes to use APIs available on the API Store to collect data and automate tasks on the Internet.

1.7 « Robots » shall mean the automatic or semi-automatic software agents that are part of the APIs that will interact with third-party computer servers.

1.8 « Services » shall mean (i) the services offered on the PhantomBuster platform accessible at the address <https://phantombuster.com/> (the "Platform") ; and (ii) the official web browser extensions of PhantomBuster.

## **Article 2 – Subscription – Access to the Platform and Services**

### **2.1 Subscription**

In order to register on the Platform, the User must complete every field of the registration form with full and accurate information. The data for which communication to The Phantom Company is mandatory are identified as such when the User is registered.

The User represents and warrants that s/he will be using the Services only in the course of her/his professional activity and, as a consequence, s/he shall not be considered as a consumer under applicable law.

In case of an incomplete or erroneous declaration, the User's account may be deactivated, ipso jure, without notice and without further formality. The User acknowledges that The Phantom Company shall not be held liable for any consequences that may arise from such an erroneous or incomplete declaration.

The User declares that s/he is able to enter into contractual relationships. Any User under legal age warranties are not authorized to use the Services.

The registration and the creation of a User account is done using the email address that the User communicated to The Phantom Company and the password s/he chose (for security and confidentiality reasons, it is recommended to the User to select a password composed of several types of characters and modify it on a regular basis) or through a third-party connexion module.

The personal account of each User allows her/him to update her/his personal details.

The login name and password are personal and should not be disclosed to third parties. All uses of the Services done using the login name and password of the User shall be deemed to have been performed by said User.

In case of disclosure of the User's login name and password, the User must connect to the Services at the following address <https://phantombuster.com/request-password> in order to regenerate a new password.

## **2.2 Access to the Services**

Users are personally responsible for setting up the IT and telecommunications resources required to access the Services. The Phantom Company is exercising its reasonable endeavors to ensure that the Services is accessible twenty-four (24) hours a day, seven (7) days a week.

The Phantom Company reserves the right, without notice or compensation, to temporarily or permanently close the Services in order to perform maintenance operations.

The Phantom Company may make any changes and improvements to the Services that it deems relevant.

## **Article 3 – Description of Services**

### **3.1 Services offered to Marketers**

The Services allow the Marketer to (i) execute and operate the APIs via The Phantom Company's servers, (ii) host the collected data and (iii) automatically fit the data in the desired file format.

#### **3.1.1 Operation of APIs**

The Services allows the Marketer to execute and operate an API on the website s/he has selected in order to perform certain specific actions on such websites.

The Marketer must select the API that meets her/his needs via the API Store and execute it.

The list of APIs available on the API Store is available at the following address <https://phantombuster.com/>.

### **3.1.2 Data hosting**

According to the choices made by the Marketer, some data may be collected while executing the APIs. In this case, the collected data may be hosted on the Platform or on a third-party server designated by the Marketer. If the collected data is hosted on the Platform, the Marketer can export all or part of her/his collected Data, at any time, on condition that all invoices that have been sent by The Phantom Company up to that date have been paid in full.

The Platform and, as applicable, the collected data, are hosted on the infrastructure defined and made available to the Marketer by The Phantom Company, designed and sized at the discretion of The Phantom Company. This technical infrastructure may be shared by several of The Phantom Company's Marketers.

### **3.1.3 Automatic formatting**

The Marketer will be able to extract the collected data and put them in the file format s/he wants.

## **3.2 Services offered to Developers**

The Platform allows Developers to create their own APIs and make them available to Marketers via the API Store.

To do so, Developers should go to the following address <https://phantombuster.com/developers>.

The Phantom Company reserves the right to assess the quality of the APIs developed by Developers to ensure that they meet the announced functionality.

If The Phantom Company notices that the API does not fulfill the announced functionality, The Phantom Company reserves the right to remove said API from the API Store.

## **Article 4 – Price conditions - Duration**

Access to and use of the Services are offered by The Phantom Company at the prices featured on the relevant page, which can be found at the address <https://phantombuster.com/pricing>.

Some subscriptions (and in particular free subscriptions) are subject to certain usage restrictions (e.g., the volume of collected data, the export of collected data), which are clearly defined on the pricing page.

The User takes out a subscription for the period that is defined at the time said subscription is taken out (the "Initial Period"). At the end of the Initial Period, and of each successive subscription period, the subscription will be automatically renewed for the same period of time, except in case of cancellation or downgrade of the subscription before the end of the current subscription period. Invoices are available on the User's account.

The costs of the subscriptions on the pricing page are displayed in Euros (€) or American Dollars (\$). These displayed costs do not include any taxes or duties that may be applicable to each User depending on their applicable regime.

The User may cancel the renewal of their subscription directly on their account. Refunds may be granted according to the rules set out in our [Refund Policy](#)

The Phantom Company subcontracts the management of the Users' payments to Process Out, PCI DSS Level 1 certified, which has its Terms of Service reproduced here <https://www.processout.com/terms-of-service>, which routes payments to our different Payment Service Providers (Stripe, CheckOut, American Express, Société Générale).

The User warrants to The Phantom Company that s/he has the necessary authorization to use the payment method that s/he selected when validating the order. The purchase will be debited from the User's account at the time the order is processed. The Phantom Company will take all necessary steps to ensure the security and confidentiality of data provided online. The transaction will be processed through Process Out and the Payment Services Provider, which alone will have access to the credit card details provided on the Platform at the time of payment. The Phantom Company reserves the right to suspend the processing of any order and any delivery if credit card payment authorization is refused by an officially accredited organization or in case of non-payment. When the payment method has been selected, the User must pay for the order using the secure Payment Services Provider interface, which will legally finalize the purchase agreement that s/he has made with The Phantom Company. Online provision of credit card details and the final validation of the order by the User constitute proof of order and all sums due for the products selected in the order will become payable.

In case of failure to pay a subscription installment, the User's will not be able to access to the resources of the subscription ordered.

## **Article 5 – User Obligations**

### **5.1 Marketers undertakings**

The Marketers undertake to:

- (i) have the necessary authorizations to access websites via APIs;
- (ii) comply with the terms and conditions of use of the websites they visit through the APIs;
- (iii) not to extract a substantial (in terms of quality and/or quantity) part of a database;
- (iv) not to access confidential information without permission;
- (v) not to infringe on any third party's rights, including in particular copyright, patent, trademark, trade secret or any other intellectual property or proprietary rights;
- (vi) not to violate any law, statute, ordinance or regulation, including, without limitation, the laws and regulations governing the protection of personal data.

In any case, The Phantom Company has, a priori, no control over the Robots, the Collected Data, the operations carried out and/or other content of Users on the Services because the Marketers decide on their use.

The Marketers acknowledge that The Phantom Company shall in no event be held liable in the event that the Marketers fail to comply with the provisions of this Article 5.1.

## **5.2 Developers undertakings**

The Developers undertake to:

- (i) not to create any Robot with a view to a use contrary to applicable legislation;
- (ii) not to create any Robot with a view to infringing on third party's rights or which invites involvement in any activity whatsoever that is contrary to applicable legislation and/or which infringing in third party's rights, and in particular as regards collection of personal data and/or intellectual property;
- (iii) not to infringe on any third party's right, including in particular copyright, patent, trademark, trade secret or any other intellectual property or proprietary rights in the development of APIs;
- (iv) not to violate any law, statute, ordinance or regulation, in the development of APIs;
- (v) only make available to Marketers via the API Store, APIs that are fully functional.

Developers acknowledge that The Phantom Company merely stores and distributes APIs developed by Developers on the API Store to make them available to the public without automatically monitoring these APIs.

The Developers acknowledge that The Phantom Company shall in no event be held liable in the event that the Developers fail to comply with the provisions of this Article 5.2.

## **5.3 Users undertakings**

In the absence of the prior written authorisation of The Phantom Company, it is prohibited to:

- (i) publish or to transmit, on or using the Services, content of an illegal, threatening, humiliating, defamatory, obscene, hateful, child pornographic or blasphemous nature, or any other message that could constitute a crime or an offense, that could incur civil liability, breach legislation or incite others to do so, or content that could be used for any purposes that are contrary to law or to these Terms and Conditions;
- (ii) use the Services in such a way as to, from our point of view, either negatively impact the performance or the functionalities of the Services, or of any other computer system or network used by The Phantom Company or by any other third party, or negatively affect Services Users;
- (iii) download or transmit into the Services or use any hardware, software or routines containing viruses, Trojan horses, worms, time bombs or other programs and processes designed to damage, interfere with or attempt to interfere with the normal operation of the Services, or to

appropriate the Services, or to resort to any means whatsoever to saturate our systems or breach third party rights;

The User is reminded that articles 323-1 and following of the French Penal Code provide for sentences of up to five (5) years in prison and fines of up to 150 000 Euros for the following:

- (i) fraudulently accessing and remaining in an automated data processing system;
- (ii) fraudulently deleting, modifying or adding data into that system;
- (iii) the fact of obstructing such a system.

The Phantom Company undertakes to respond promptly to any request related to use of the Services that is obviously illegal and that would breach the rights of a third party. To this end the User (i) acknowledges and accepts that its use of the Services may be immediately suspended, temporarily or definitively; and (ii) warrants The Phantom Company for any harm, expense or damage that such a use of the Services could create for it.

Intervention by The Phantom Company on the Services is strictly limited to: (i) those operations necessary for the provision of developments ordered from The Phantom Company by a User; (ii) maintenance and/or support required to keep the Services operational; (iii) deleting obviously illegal content hosted on the Services of which The Phantom Company has been made aware.

## **Article 6 – Licence to use the Services**

### **6.1 Right to use the Services**

The Phantom Company grants to the User a personal, non-exclusive, non-transferable, without the right to sub-license, right to use the Services in the entire world, as long as the User's account is active on the Platform.

### **6.2 Limitations**

The User shall refrain itself, directly or indirectly, and shall refrain any person that is to use the Services on its behalf (including its employees, agents, business partners and sub-contractors), unless with The Phantom Company's prior express written consent, from:

- (i) decompiling, disassembling the Services, carrying out reverse engineering to create products derived from the Services or attempt to discover or re-create the source code, the ideas on which it is based, the algorithms, file formats or programming or inter-operational interfaces of the Services except within the limits of the rights granted under article L. 122-6-1 of the French Intellectual Property Code, in any way whatsoever. If the User should wish to obtain information to allow the Services to interact with another software, the User undertakes to request such information from The Phantom Company, which may provide the User with the required information, subject to payment by this latter of the associated costs;

- (ii)fixing, alone or with the assistance of a third-party provider, any defect of the Services in order to have it conform to its destination, The Phantom Company exclusively reserving this right in accordance with article L. 122-6-1 I 2° of the French Intellectual Property Code;
- (iii)suppressing or deleting any reference or label related to the intellectual property rights of The Phantom Company and/or of any third party;
- (iv)transferring, using or exporting the Services in violation of applicable legislation;
- (v)integrate or associate the Services with other software or documents or create, compose or derivate works relying on all or part of the Services;
- (vi)performing any use of the Services other than those allowed under these Terms and Conditions.

## **Article 7 – Personal data protection**

By providing its Services via its Platform and its official web browser extensions, The Phantom Company processes personal data as a Data controller (7.1) and as a Data processor (7.2), depending on the context.

### **7.1 Processing of personal data by The Phantom Company**

The Phantom Company respects the privacy rights of the User and recognizes the importance of protecting the information collected about him/her. This Article 7 is about how The Phantom Company collects, stores, and uses the personal information that the User provides it with

The Phantom Company will, for its own use, process personal data related to the User, those data being (i) communicated by the User at the time of her/his registration or (ii) later on through her/his personal account on the Services.

The information for which communication to The Phantom Company is mandatory are identified as such upon registration and/or the purchase of a service.

Unless upon request or with the express consent of the User and in strict compliance with his/her directives, The Phantom Company will not proceed with any other personal data processing other than those described in this Article 7.

#### **7.1.1 Legal basis for processing**

By registering, subscribing or using the Services, the User consents to the use of his/her personal data in line with these Terms and Conditions.

Furthermore, in order to use the Services and benefit from the Services, the User accepted the terms and conditions.

This document formalizes a contractual relationship between the User and The Phantom Company, which serves in particular as the legal basis for the collection and processing of the User's personal data by The Phantom Company.



### **7.1.2 Purposes of the processing**

Personal data gathered by The Phantom Company are processed for the following purposes:

- (i) Access and use of the Services, understood as the consultation of the accessible information of the Services;
- (ii) Sale of services;
- (iii) Order management (e.g., payment, billing);
- (iv) Statistical and market analysis, and marketing information;
- (v) Where required by law or in connection with legal proceeding or disputes;
- (vi) Manage requests for the exercise of the rights listed in Article 7.4 below;
- (vii) Any other use allowing the improvement of the Services and/or any other services provided by The Phantom Company.

### **7.1.3 Your rights**

The User has the right to access, rectify, delete, object and portability of their personal data. He/she also has the right to define guidelines on the fate of personal data after his/her death. The User may also file a complaint with the CNIL, for which contact details may be found at <https://www.cnil.fr>.

In addition, the User may oppose, limit or withdraw her/his consent.

To exercise any of those rights, the User shall use the account management access provided to him/her or contact The Phantom Company

on [support@thephantomcompany.com](mailto:support@thephantomcompany.com) or [support@phantombuster.com](mailto:support@phantombuster.com), mentioning her/his name, surname and e-mail address.

### **7.1.4 Conservation of data**

The personal data of the User are kept for a period of three (3) years from their collection.

Audience measurement statistics shall not be kept for more than thirteen (13) months.

At the end of this period, the closure of a User's personal account triggers the deletion of all personal data allowing identification of the relevant User, with the exception of the data needed to be able for The Phantom Company to fulfill its legal obligations (e.g., billing data).

Certain data may be archived beyond the time limits provided for (i) in the event of contentious proceedings in order to establish the reality of the facts in dispute; and/or (ii) for the purposes of investigating, establishing and prosecuting criminal offenses for the sole purpose of making such data available to the judicial authority as necessary.

### **7.1.5 Recipients of personal data**

The Phantom Company may temporarily and securely transfer certain personal data of the User to third parties when necessary:

- (i) the execution of the order placed by the User via the Services (e.g. payment service provider);
- (ii) in response to an injunction from the legal authorities.

The User's personal information, and in particular email address, is not rented, sold, exchanged or shared with any other service providers if the User has not expressly accepted to receive promotional offers from other companies likely to be of interest to the User.

When The Phantom Company uses the User information as described in this policy, this may involve sending your information outside the European Economic Area (EEA). When The Phantom Company does this, The Phantom Company makes sure that appropriate steps are taken to protect the User's personal information and your rights.

All personal information that the User provides to The Phantom Company is strictly confidential.

#### **7.1.6 Cookies**

This Platform uses cookies so that Users do not need to enter their usernames and passwords at each visit and in order to facilitate exchanges.

The Phantom Company also uses cookies to analyze Internet traffic, giving it a better understanding of the behavior of its users. These tools collect information and generate statistics on Platform use without the third party that provides said cookie (e.g., Google) necessarily identifying individual users personally.

Apart from generating statistics on Platform use, these traffic analyzing cookies will also, in association with certain types of advertising cookies (used on third-party Platforms and/or contents when the User accesses them), deliver more relevant Web advertising.

Each User may refuse cookies placed by the Platform by configuring her/his browser:

- (i) For Mozilla Firefox: <http://support.mozilla.org/fr/kb/activer-desactiver-cookies?redirectlocale=fr&redirectslug=Activer+et+d%C3%A9sactiver+les+cookies>;
- (ii) For Microsoft Internet Explorer: <http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>;
- (iii) For Chrome: <https://support.google.com/chrome/answer/95647?hl=fr&hlrm=en>;
- (iv) For Safari: <http://www.apple.com/support/?path=Safari/3.0/fr/9277.html>;
- (v) For Edge™: <https://support.microsoft.com/fr-fr/help/17442/windows-internet-explorer-delete-manage-cookies>;
- (vi) For Google (AdWords Remarketing): <https://www.google.com/settings/u/0/ads/authenticated?hl=en>;
- (vii) For Google (Google Analytics): <https://tools.google.com/dlpage/gaoptout>.

### **7.1.7 Statistical use of anonymous data**

For business purposes The Phantom Company collects, handles and stocks statistical data on Platform use and on Developers' activities.

This information may be transmitted to third parties, is anonymous and does not reveal in any way whatsoever your identity, even indirectly.

## **7.2 Collection of personal data by The Phantom Company as a Data Processor**

The Marketer, as part of its business operations, may operate automated processing of personal information within the meaning of Law No. 78-17 of 6 January 1978 ("Law No. 78-17") and the Data Protection Regulation ("GDPR"). In such a case, it wishes to entrust certain technical aspects of this processing to The Phantom Company under the conditions defined hereinafter.

The Phantom Company processes personal data of the Marketer's customers ("Customer Data") on behalf of the Marketer to provide its services.

### **7.2.1 Marketer's Undertakings**

The Marketer undertakes, for the performance of these Terms and Conditions, to:

- (i) Integrate into the Customer Data only the information that is strictly necessary for the proper performance of its services by The Phantom Company;
- (ii) Document in writing any instructions concerning the processing of Customer Data by The Phantom Company;
- (iii) Comply with the provisions of Law n° 78-17, of the GDPR and, more generally, of the personal data regulations applicable in every country in which s/he uses the Services;
- (iv) Supervise Customer Data processing.

The Phantom Company cannot be held liable for a Marketer's breach of applicable law, unless the law expressly provides otherwise.

It is up to the Marketer to obtain the consent of the data subjects and to supply all relevant information to the individuals affected by the processing operation at the time the Customer Data is collected.

### **7.2.2 The Phantom Company's Undertakings**

In accordance with article 32 of the GDPR, The Phantom Company will take and maintain all appropriate measures, and in particular the appropriate technical and organizational measures, to protect the safety and keep confidential the personal data that the Marketer has entrusted to it for the provision of the services covered by these Terms and Conditions, in order to prevent it from being distorted, altered, damaged, distributed, or accessed by unauthorized persons.

The Phantom Company undertakes to ensure that those persons authorized to process the personal data on its behalf:

- (i) Undertake to respect the confidentiality or are subject to an appropriate legal duty of non-disclosure;
- (ii) Receive the necessary training in terms of personal data protection.

In any case, The Phantom Company undertakes to comply with applicable legal provisions relating to processing conditions and/or use of Customer Data as communicated by the Marketer or to which it may have access as part of the supply of the services covered by these Terms and Conditions.

In particular, The Phantom Company undertakes to act only upon written instructions of the Marketer for processing the personal data in question. Especially, The Phantom Company undertakes, during the course of these Terms and Conditions and beyond, not to use the nominative information that has been collected or to which it may have access in the performance of these Terms and Conditions, for purposes that are contrary to the Terms and Conditions. The Phantom Company undertakes to use the nominative information that has been collected or to which it may have access only for the purposes of supplying the services covered by these Terms and Conditions to the Marketer.

The Phantom Company undertakes not to transmit Customer Data to any entity or individual other than its own service providers or third parties designated by the Marketer.

The Phantom Company undertakes to assist the Marketer, in as far as possible, by putting into place the appropriate technical and organizational measures; as well as by complying with its obligation to follow up on requests sent by individuals with a view to exercise their rights of access, rectification, deletion, objection, limitation and/or portability of data.

The Phantom Company undertakes, in as far as it appears necessary and given the information that has been communicated by the Marketer, to help the Marketer comply with its obligation to:

- (i) Notify the supervisory authority of a personal data breach;
- (ii) Communicate with the individual affected by a personal data breach;
- (iii) Carry out an impact study related to data protection.

Further, The Phantom Company undertakes, in conformity with the GDPR, to maintain a record of its personal data processing activities as a data processor for the Marketer.

The Phantom Company will make available to the Marketer the necessary documentation to show that it has complied with its obligations and to enable inspections to be carried out by the competent authorities or audits to be carried out by the Marketer under the conditions defined by mutual agreement with The Phantom Company.

The Phantom Company will keep Customer Data during the term of the contractual relationship between the Marketer and The Phantom Company. At the end of the contractual relationship, the Customer Data will be deleted, except for that which The Phantom Company is required to keep in order to comply with its legal obligations. In addition, upon the Marketer's request, The Phantom Company may provide it with a back-up of the Customer Data at the end of the contractual relationship.

The Phantom Company reserves the possibility of entrusting the performance of all or part of its service provision under the Terms and Conditions to one or more sub-contractors, on condition that they have been approved – in advance and in writing – by the Marketer and that they have committed to undertakings equivalent to the provisions of this article 7.2.

## **Article 8 – Intellectual property**

### **8.1 Intellectual property rights related to the Services**

The Services and the Platform are the exclusive property of The Phantom Company, in particular as regards the APIs developed by The Phantom Company, as well as all associated documentation even when made available to Developers.

All content that has not been put online by the User, and in particular, all data, functionality, text, names, designations, images, photographs, graphics, trademarks, sounds, is the exclusive property of The Phantom Company or its licensees. These Terms and Conditions shall not be construed as transferring any one of The Phantom Company's rights. Not one of these elements may be downloaded, copied, modified, deleted, distributed, transmitted, broadcast, sold, hired, granted or used in any way whatsoever, without the prior written express agreement of The Phantom Company or its licensees.

### **8.2 Intellectual property rights related to the APIs developed by the Developers**

The API developed by the Developer are the exclusive property of such Developer, without The Phantom Company being able to claim any rights to such APIs.

The Developers expressly authorize The Phantom Company to make available to the public the APIs they have created through the API Store, such authorization being made for the entire world and for the duration of protection by the corresponding intellectual property rights.

## **Article 9 – Warranty – Liability**

The Parties expressly agree that The Phantom Company is acting as a hosting provider for the contents and, as such, it has no general obligation to monitor the contents that is made available and/or broadcasted from its Services.

To the full extent permitted by applicable law, The Phantom Company expressly waives all warranties towards the Users. The Phantom Company does not guarantee that there will be no bugs and, as a consequence, does not guarantee that the use of the Services will be uninterrupted and error-free. The User acknowledges in particular that Internet transmissions are not secured and may be delayed, lost, intercepted, corrupted, and that confidential information is transmitted over the Internet by the User at his/her own peril.

To the full extent permitted by applicable law, the User acknowledges that the Services are provided "as is" and as such The Phantom Company shall not be liable for any damage, direct or indirect, whatever the grounds, which may have been suffered by the fact of using the Services, and therefore waives any claim for compensation. If The Phantom Company should be ordered to pay a financial penalty for any reason whatsoever, the Parties expressly agree that the amount of said penalty shall not exceed the

amount of the sums actually paid by the User during the last twelve (12) months of subscription, which the Parties agree would be a fair amount in view of their respective undertakings in these Terms and Conditions.

Within the limits permitted by applicable statute, the User may only hold The Phantom Company liable for breach of these Terms and Conditions for a period of one (1) year from the date at which the breach in question arose, which the User specifically acknowledges and accepts.

## **Article 10 – Termination**

The User may terminate his/her subscription by sending an e-mail to [support@phantombuster.com](mailto:support@phantombuster.com) or [support@thephantomcompany.com](mailto:support@thephantomcompany.com) . The termination of the subscription shall be effective upon the expiry of the ongoing subscription period.

Would s/he wish so, the User may request that The Phantom Company deletes its account.

The Phantom Company reserves the right to (i) suspend access to the Services or to certain functionalities of the Services, or to (ii) terminate the account of the User by right, without notice, with no further formalities and no indemnity being due, by electronic mail or by regular mail, in the following cases:

- (i) The User has been using the Services in a way that is contrary to public order and decency;
- (ii) The User has breached the intellectual property rights of The Phantom Company and/or a third party;
- (iii) Loss, misappropriation, unauthorized or fraudulent use of a username and password or use of highly suspected fraudulent payment(s) by the User;
- (iv) Conception, use or provision via the Services of any content that is unlawful or in breach of these Terms and Conditions;
- (v) If an account is terminated the User may no longer use the Services from his/her account, which will be closed.

The Phantom Company reserves the possibility to interrupt, at any time, temporarily or permanently, access to the Services. In case of a definitive interruption, the User will be informed by any means that should be deemed appropriate by The Phantom Company.

The Phantom Company shall under no circumstances be held liable to the User, a Developer or to any third party for the termination and/or suspension of the User's account under the conditions set out in this article.

## **Article 11 – Miscellaneous**

### **11.1 Intrusion tests**

The User is authorized to use Robots in relation to the Services, provided that such use (i) does not lead to the creation of one or several user accounts on the Services; and/or (ii) cannot be considered to be an Intrusion Test.

The User guarantees The Phantom Company from any harm, loss, actions, outlay, decisions or costs (including any compensation that may be awarded to a third party, in particular clients of The Phantom Company) associated with the non-availability, a production incident or any other technical difficulty that may arise at a time when the User was conducting an Intrusion Test.

### **11.2 Notification of unlawful content**

In accordance with the provisions of article 6, I, 7° of law n° 2004-575 dated June 21 2004, The Phantom Company has no general obligation to monitor the information that it hosts on the Services.

If the User should find that content put online on the Services and/or accessible via a hypertext link breaches applicable statutory or regulatory provisions, and in particular constitutes obviously unlawful content (e.g., infringing of a third party's rights, defamatory), the User can notify The Phantom Company by sending an email using the form available on the Services or by using the signaling tool made available in the profile pages.

The User must supply The Phantom Company with all of the necessary information so that The Phantom Company can identify the content in question and/or point it out to the editor or the administrator of the Services on which the unlawful content is broadcast, such as:

- (i) Name, surname, profession, home address, nationality, date and place of birth (for an individual) or company form, name, registered head office and legal representative body (for a company);
- (ii) description of the disputed facts and their exact location;
- (iii) the reason for which the content must be withdrawn, including reference to the legal and factual basis.

### **11.3 Modification of these Terms and Conditions**

The Phantom Company reserves the right, at our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

The Phantom Company will notify you of any changes by updating the last updated date on these Terms of Conditions.

The User will be able to access them through her/his personal account and on the Services.

Any User who does not specifically accept the new Terms and Conditions may terminate his/her account in application of these Terms and Conditions Article 11.3 stipulations.

#### **11.4 Force Majeure**

Neither Party shall be held liable if the performance of its obligations should be delayed, restricted or made impossible by virtue of a case of force majeure

If a case of Force Majeure should occur, the performance of the obligations of each Party shall be suspended. If the Force Majeure should last for more than one (1) month this Agreement may be terminated at the request of the most diligent of the Parties, with neither Party being held liable. Each of the Parties shall bear their own costs that may be incurred as a result of the Force Majeure.

#### **11.5 Waiver**

If one or other Party fails to exercise any one of its rights under the terms of this Agreement whatsoever, this shall not be deemed to be a waiver of that right, such waiver only to be deemed to have been given when expressly declared by the Party in question.

#### **11.6 Convention of Proof**

Computerized records shall be kept in the systems of The Phantom Company under reasonable security conditions and shall be deemed to be proof of exchanges, actions, orders and payments that have arisen on the Services or via email.

#### **11.7 Relationship between the Parties**

Unless expressly stated otherwise, the Parties shall remain independent contractors and no provision of these Terms and Conditions shall be construed as creating between the Parties any partnership, company, nor any relationship of agent or commercial agent.

#### **11.8 Partial Invalidity**

If one or more of the provisions of these Terms and Conditions should be held to be invalid by a competent court, the remaining provisions shall retain their scope and effect.

The provision that has been held to be invalid shall be replaced by another provision, the scope and meaning of which shall be as close as possible to the scope and meaning of the invalidated provision, in compliance with the applicable legislation and the mutual intent of the Parties.

#### **Article 12 – Applicable law – Competent jurisdiction**

These Terms and Conditions are governed by French law.

Any dispute related to the conclusion, the interpretation, the enforcement and/or the termination of these Terms and Conditions is submitted to the exclusive competence of the Paris Courts, notwithstanding plurality of defendants.