Pontos

General Terms and Conditions of Sale

Pontos Assistant

VERSION	CGV-2026-11 (EN)
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STATUS	English version, authentic on equal footing with the French version, subject to Article 25.

1 Purpose and definitions

These terms govern the subscription to the Assistant published by Pontos SAS. They are addressed exclusively to professionals and public institutions. The Buyer may under no circumstances rely on consumer protection rules.

For the purposes hereof:

- Assistant: the online software service which is the subject of the subscription.
- Buyer: the subscribing legal entity.
- User: any person to whom the Buyer grants access.
- Buyer's Data: the data transmitted to Pontos by the Buyer or collected in the course of its activity, whether on board its vessels or at its sites: positions, declared catches and landings, transactions, gear and operating parameters.
- Outputs: the analyses, indicators, maps and recommendations produced by the Assistant from the Buyer's Data and from third party sources.

2 Contractual documents

These terms constitute the sole basis of the commercial negotiation within the meaning of Articles L441-1 et seq. of the French Commercial Code. Documents issued by the Buyer, in particular its general conditions of purchase and its purchase orders, are binding on Pontos only where Pontos has accepted them in writing.

Where several documents apply, the order of precedence is as follows: special conditions signed by both parties, the quotation or commercial proposal to which those special conditions refer, then these general terms.

3 Subscription and acceptance

The subscription is taken out online. Acceptance of these terms is given by ticking a box displayed before payment, next to the link to the applicable version.

The parties agree that such acceptance constitutes consent to the contract. For each subscription, Pontos retains the version accepted, its digital fingerprint, the date and time of acceptance, and the declared identity and position of the signatory. These elements are conclusive between the parties, subject to their integrity.

The person subscribing declares that they have authority to bind the Buyer they designate.

4 Description of the service

Pontos provides the Buyer with online access to the Assistant, for the scope subscribed. The service covers the ingestion of the Buyer's Data, its processing, and the delivery of the Outputs.

The exact scope, the vessels and sites covered and the modules activated are set out in the subscription summary.

Pontos develops the Assistant over time. Any change removing a substantial feature is subject to thirty days' prior notice.

5 Access, accounts and credentials

The Buyer opens and manages its Users' access. Credentials are personal and must not be shared.

The Buyer is answerable for the use made of its credentials, including by its Users and by any third party. It informs Pontos without delay as soon as it suspects unauthorised access. Pontos has no means of verifying the identity of persons connecting with valid credentials.

6 Buyer's obligations

The Buyer puts in place and maintains the computing and connectivity resources required to use the Assistant, across all of its sites, ashore and at sea.

It is answerable for the accuracy of the Buyer's Data it transmits and for the compliance of such transmission with the regulations applicable to its activity.

It shall not extract or reuse the Assistant in order to provide a similar service to a third party, circumvent the technical limits of the service, or carry out any form of reverse engineering beyond the cases permitted by law.

7 Availability and support

Pontos is bound by an obligation of means. The Assistant relies on collection, transmission and processing chains whose continuity does not depend entirely on Pontos.

Pontos does not guarantee uninterrupted operation, unlimited geographical coverage, or constant delivery times.

Quantified availability commitments and support arrangements are set out, where they exist, in the special conditions.

8 Price, invoicing and late payment

The applicable prices are those in force at the date of subscription, exclusive of taxes, duties and bank charges, which remain payable by the Buyer.

Pontos may revise its prices. Any revision is notified in writing at least thirty days before it takes effect. The Buyer may terminate within that period. After that period, the revision is deemed accepted.

Payment is made by direct debit at the due date of the subscribed period. Any delay automatically gives rise to interest at the European Central Bank rate plus ten points, the floor set by Article L441-10 of the French Commercial Code, together with the fixed recovery indemnity of 40 euros per invoice provided for by the same article. Pontos may claim the balance where its recovery costs exceed that fixed sum.

9 Term, renewal and termination

The subscription is taken out for the term set out in the subscription summary, monthly or annual, tacitly renewed for further periods of the same length.

Either party may bring renewal to an end. For an annual subscription, by giving the other party at least thirty days' notice before the renewal date. For a monthly subscription, by notifying the other party no later than the day before the renewal date. Termination takes effect at the end of the current period, which is not refunded.

Either party may terminate for breach by the other of an essential obligation, after formal notice has remained without effect for thirty days.

10 Suspension

Pontos may suspend access for technical or maintenance reasons, with prior information where circumstances allow.

Pontos may suspend without notice in the event of non-payment, use contrary to Article 6, or use presenting a risk to the security or performance of the service. Suspension does not suspend invoicing.

11 Buyer's Data

The Buyer's Data remains its property. Nothing herein transfers ownership of that data to Pontos.

The Buyer grants Pontos a non-exclusive, worldwide and royalty-free licence to use the Buyer's Data and the Outputs derived from it, for the purposes of performing the service, training and improving the Pontos models, and developing, offering and commercialising products and services, including to third parties.

This licence continues to have effect beyond the end of the contract, for the legal term of protection of the rights concerned.

Personal data, and data subject to regulation prohibiting its reuse, are excluded from this licence.

The databases constituted by Pontos from the Buyer's Data belong to Pontos and are protected under Articles L341-1 et seq. of the French Intellectual Property Code.

The Outputs are made available to the Buyer for its own needs. It shall not resell them or make them available to third parties, subject to its statutory reporting obligations.

12 Personal data

Performance of the contract leads Pontos to process personal data on behalf of the Buyer, as a processor within the meaning of Regulation (EU) 2016/679. The parties acknowledge that activity data may indirectly identify the persons involved, in particular the skipper and crew of a vessel.

The conditions of such processing, its purposes, its duration, the security measures and the fate of the data at the end of the contract are set out in the data processing annex, which forms an integral part of the contract.

The Buyer, as controller, carries out the formalities and informs the data subjects. Pontos assists it in responding to requests to exercise rights and forwards without delay any such request it receives directly.

The uses referred to in the second paragraph of Article 11 exclude personal data. Pontos does not act as a controller in respect of those uses.

13 Nature of the decision support

The Assistant supports the Buyer and its Users. The Outputs are elements of appraisal.

Operational decisions rest with the Buyer and its Users. Where the activity concerns a vessel, decisions on route, shooting of gear, fishing effort and navigation rest with the skipper. The Assistant does not substitute for any of those decisions.

The Assistant is neither a safety system, nor a means of safeguarding human life at sea, nor a watchkeeping device. Its use for any such purpose is excluded. The Buyer retains all of its safety obligations, in particular those relating to the vessel and the crew.

14 Liability

Pontos's total aggregate liability under the contract, whatever the nature of the claim, is limited to the sums invoiced to the Buyer over the twelve months preceding the triggering event, and may not be lower than the amount of twelve monthly instalments calculated at the rate in force for the scope subscribed.

Pontos is not liable for indirect damage, in particular loss of operations, loss of catches or landings, loss of market, damage to reputation and anticipated savings not realised.

Pontos is not liable for damage resulting from:

- a failure of satellite operators, telecommunications networks or third party data suppliers;
- a failure of the Buyer's equipment or installations, where Pontos has not supplied them;
- alteration of the data during transmission;
- use of credentials by an unauthorised person;
- an erroneous interpretation of an Output by the Buyer, a User or a third party;
- use of the Assistant contrary to Article 13.

15 Intellectual property

The Assistant, the Pontos models, the databases constituted by Pontos, the interfaces and the documentation belong to Pontos or to its licensors. The contract transfers none of those rights.

Pontos grants the Buyer, for the term of the contract, a personal, non-exclusive and non- transferable right to use the Assistant, limited to its own needs and to the scope subscribed.

Beyond that right, the Buyer shall not copy, adapt, translate or integrate the Assistant into another program, make it available to a third party on any basis whatsoever, or use it to provide a third party with a similar data processing service.

16 Confidentiality

Each party keeps confidential the information received from the other and identified as such, or whose confidential nature follows from the circumstances. This undertaking applies for the term of the contract and for twenty-four months thereafter.

Excluded is information that is public, information already held by the receiving party without obligation of confidentiality, and information whose disclosure is required by law or by a competent authority.

17 Security and incident notification

Pontos implements technical and organisational measures to protect the data hosted, described in the data processing annex.

Pontos notifies the Buyer of any security breach affecting its data without delay after becoming aware of it, through the channel designated in the contract, and provides the elements necessary for the Buyer's own notification obligations.

18 Reversibility and exit

At the end of the contract, on whatever ground, the Buyer has thirty days to request the export of its Data and of the Outputs concerning it, in an open and documented format, CSV or equivalent.

After that period, Pontos erases the Buyer's Data from its production environments, subject to statutory retention obligations. Such erasure leaves in place the licence granted under Article 11, together with the models, processing and databases constituted before the end of the contract.

Access to the Assistant ceases at the end of the contract.

19 Sub-processors and hosting

Pontos uses sub-processors for hosting and operating the service. The list of sub-processors and the location of the data are set out in the data processing annex.

Pontos informs the Buyer in advance of any change of sub-processor affecting the location of the data.

20 Export control

The Assistant relies on data and processing of space origin, which may fall within French and European export control regulations.

The Buyer shall not export or re-export, directly or indirectly, all or part of the service, of its outputs or of the data it derives from them, to a country, an end user or a use restricted by those regulations.

Pontos may suspend the service where its performance becomes contrary to those regulations, without such suspension giving rise to any indemnity.

21 Force majeure

Neither party is held to be in default where performance of its obligation is prevented by an event of force majeure within the meaning of Article 1218 of the French Civil Code.

This covers in particular, without the list being exhaustive: exceptional weather conditions, satellite system failures, failures of telecommunications operators, interruptions in the supply of data by a third party, and decisions of authorities restricting the use of space data.

The party prevented informs the other without delay, states the foreseeable duration of the impediment and uses its best efforts to resume performance. Where the impediment continues beyond thirty days, either party may terminate by registered letter, with no indemnity on either side.

22 Assignment of the contract

The Buyer may not assign the contract or the rights arising from it without Pontos's prior written consent. The sale of a vessel or site covered by the subscription is notified to Pontos in advance and gives rise, as the case may be, to an adjustment of scope or a transfer of subscription.

Pontos may assign the contract to a third party in the context of a transaction relating to its business or its going concern, subject to informing the Buyer.

23 Amendment of the general terms

Pontos may amend these terms. Each new version bears a number and a date, and remains available at a stable address.

Current subscriptions remain governed by the version accepted until a new version is accepted. Pontos notifies the Buyer at least thirty days before the new version takes effect and obtains its acceptance in the form provided for in Article 3.

A Buyer refusing the new version may terminate free of charge until the date it takes effect. Failing acceptance by that date, the subscription continues under the version in force between the parties until the end of the current period, and Pontos may object to its renewal under the conditions of Article 9.

24 Miscellaneous

The invalidity of one clause does not affect the others, which retain full effect.

A party's failure to rely on a provision does not amount to a waiver of the right to rely on it later.

The parties are independent contracting parties. The contract creates neither a partnership, nor an agency, nor an employment relationship.

Notices are given in writing to the addresses set out in the subscription summary.

25 Governing law, jurisdiction and language

The contract is governed by French law, irrespective of the place of performance or of the Buyer's registered office.

Failing an amicable settlement, exclusive jurisdiction is granted to the courts within the jurisdiction of the Paris Court of Appeal.

The contract exists in a French version and an English version, both of which are authentic. Where the Buyer is a French public law entity, or a private entity performing a public service mission, the French version prevails in the event of divergence. Any translation into another language is provided for information only and is not authentic.