General terms and conditions of sale and use

Updated October 13, 2026

Source: https://enrow.io/en/legal/terms-and-conditions

SCHRUTE FARMS

operating the service ENROW

Applicable between SCHRUTE FARMS (hereinafter "ENROW" or the "Provider") and any legal entity subscribing to the Service (hereinafter the "Client")

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PREAMBLE

SCHRUTE FARMS, a French limited liability company (société à responsabilité limitée — SARL) with a share capital of five hundred euros (€500), having its registered office at 123 Rue De Rome, 75017 Paris, France, registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under number 981 316 300, VAT number FR76981316300, represented by its joint managers Mr Thomas LUCY and Mr Louis CONGARD (hereinafter "ENROW" or the "Provider"), operates the "ENROW" service.

Data Protection Officer (DPO): Mr Louis CONGARD — dpo@enrow.io.

ENROW is a B2B professional data enrichment service enabling the search for professional email addresses, professional and personal telephone numbers, LinkedIn profiles and company information, exclusively for the purposes of business-to-business (B2B) commercial prospecting.

The Service is predicated upon the legitimate interest legal basis (Article 6(1)(f) of the GDPR), supplemented by Loi n°78-17 of 6 January 1978, as amended (the French Data Protection Act, Loi Informatique et Libertés). ENROW has conducted a documented Legitimate Interest Assessment (LIA), which is reviewed periodically and no less than once per annum, and which is available upon request from the DPO.

The creation of any Account, subscription to any Plan and use of the Service shall constitute full and unreserved acceptance of these Terms.

The Service is restricted to natural persons aged eighteen (18) years or over acting exclusively for professional purposes. Any use by a minor is strictly prohibited.

CLAUSE 1 — HIERARCHY OF CONTRACTUAL DOCUMENTS

The Contract shall comprise, in descending order of precedence:

1. **The Custom Contract** (where applicable);
2. **The Data Processing Agreement (DPA)**, published at enrow.io/en/legal/dpa;

3. **These Terms**.

In the event of any inconsistency, the document of higher rank shall prevail. The Contract constitutes the entire agreement between the Parties and supersedes any general terms and conditions of the Client or any prior agreement, howsoever arising.

CLAUSE 2 — DEFINITIONS

- **"Subscription"**: a plan subscribed to by the Client (monthly Starter, monthly Pro, monthly Team, Annual, Pay-as-you-go or Custom) entailing the grant of a software licence within the meaning of Clause 13.1. No Subscription shall entail any minimum commitment period.
- **"Administrator"**: a User managing the Workspace (adding/removing Users, managing the Subscription).
- **"API"**: ENROW's application programming interface.
- **"Account"**: each User's personal account.
- **"Custom Contract"**: a bespoke contract the provisions of which shall prevail over these Terms.
- **"Credit"**: a notional unit of account, non-refundable, non-exchangeable, non-transferable and having no monetary value.
- **"Client Data"**: data supplied by the Client for enrichment.
- **"Enriched Data"**: Client Data supplemented by the Service. Provided on an "as is" basis at the relevant point in time.
- **"DPA"**: data processing agreement (Article 28 GDPR), published at enrow.io/en/legal/dpa and forming part of the Contract.
- **"Extension"**: the Chrome browser extension, forming an integral part of the Service.
- **"Third-Party Providers"**: third-party data enrichment companies.
- **"Software"**: the platform at https://app.enrow.io and its technical components.
- **"Legacy Plan"**: a Subscription benefiting from the maintenance of pricing conditions initially subscribed to, in accordance with Clause 7.1, until its termination by the Client.
- **"Service"**: the suite of B2B enrichment functionalities (Email Finder, Phone Finder, Email Verifier, etc.).
- **"User"**: a natural person aged eighteen (18) years or over, authorised by the Client, acting for professional purposes.
- **"Workspace"**: a collaborative working environment (team mode).

CLAUSE 3 — PURPOSE

These Terms set out the conditions governing the provision of the B2B data enrichment Service. The Client warrants that it possesses the requisite legal capacity and has satisfied itself as to the suitability of the Service for its requirements.

CLAUSE 4 — DESCRIPTION OF THE SERVICE

4.1 — Functionalities

- **Email Finder:** search for professional email addresses. Charges shall apply on a success-only basis ("valid" results), subject to Clause 8.6. Catch-all addresses are verified; only confirmed email addresses shall be returned.
- **Phone Finder:** search for professional telephone numbers and, where applicable, personal telephone numbers (Clause 9.3). Charges shall apply on a success-only basis.
- **Email Verifier:** verification of email addresses. Charged per search.
- Company information and LinkedIn profiles.

4.2 — Access Channels

- Web application: https://app.enrow.io;
- Documented API;
- Chrome Extension;
- Native integrations (HubSpot, Salesforce, Clay, Zapier, etc.).

4.3 — Technical Operation and Cache

ENROW operates its own proprietary technologies. Enriched Data shall be cached for a period of forty-eight (48) hours so as to ensure performance, prevent redundant queries and facilitate systematic verification. Such temporary storage is compliant with the principles of data minimisation and storage limitation (Articles 5(1)(c) and 5(1)(e) GDPR). Where a data subject exercises a right of objection or erasure, the data relating to that individual shall also be purged from the cache within the twenty-four (24) hour period stipulated in Clause 9.5.

ENROW may engage Third-Party Providers (Clause 12).

4.4 — Data Provided on an "As Is" Basis

Enriched Data is provided strictly on an "as is" basis as at the date of delivery.

B2B data is inherently subject to change. ENROW gives no warranty as to the continued validity of such data. It shall be for the Client to verify the data prior to use.

4.5 — Licence to Use Enriched Data

ENROW hereby grants to the Client, for the duration of the Subscription, a non-exclusive, non-assignable and non-transferable licence to use the Enriched Data, limited to B2B prospecting on its own behalf.

Enriched Data which has already been exported and integrated into the Client's systems (CRM, internal databases) prior to the expiry or termination of the Contract may continue to be used in accordance with B2B purposes and applicable regulations, under the Client's sole responsibility.

The Client shall acquire no proprietary rights whatsoever in the Enriched Data or in ENROW's database.

4.6 — Material Modifications to the Service

ENROW reserves the right to develop the Service (including the addition, modification or removal of functionalities, modification of algorithms or of the scope of available data). In the event of a material modification that substantially affects the Client's use of the Service, ENROW shall notify the Client by email or via the Software

no fewer than thirty (30) days prior to the effective date of such change. In the event of disagreement, the Client may terminate (Clause 14).

CLAUSE 5 — ACCESS TO THE SERVICE AND ACCOUNTS

5.1 — Account Creation

In order to access the Service, the Client shall create an Account on the Software. The information provided upon registration shall be complete, accurate and kept up to date. The Client undertakes to update its information without delay in the event of any change.

ENROW reserves the right to request at any time confirmation of the identity of the Client or of any User, including by way of proof of identity or a company registration extract.

The creation of Accounts by robots, automated scripts or any other non-human means is strictly prohibited, save with the prior written consent of ENROW. Any Account created in breach of this provision may be deleted forthwith.

5.2 — Credentials and Security

Login credentials (email address and password) are strictly personal, nominative and non-transferable. The Client shall be responsible for the confidentiality of its credentials and for all activity carried out under its Account, whether authorised or otherwise.

The sharing of credentials between several natural persons is strictly prohibited. Each User shall have its own Account.

In the event of loss, theft or unauthorised use of its credentials, the Client shall notify ENROW forthwith at support@enrow.io. ENROW shall reset access within a reasonable time. ENROW shall not be liable for any consequences of fraudulent use of the Account prior to such notification.

5.3 — Team Mode (Workspace)

The Client may activate a Workspace enabling several Users to collaborate within a shared working environment. The Administrator shall be responsible for adding and removing Users, assigning roles and access rights, and ensuring compliance with these Terms by all members of its team.

Credits allocated to the Workspace shall be shared amongst Users in accordance with the rules set by the Administrator. ENROW shall not be liable for the internal allocation of Credits.

5.4 — Suspension and Deletion of Account

ENROW reserves the right to suspend or restrict access to any Account the use of which contravenes these Terms, applicable laws and regulations, or which is prejudicial to the legitimate interests of ENROW or of third parties.

Save in the case of a duly evidenced serious breach necessitating immediate action, the Client shall receive prior notification by email specifying the grounds for suspension and shall be afforded a period of seven (7) days in which to remedy the situation. Failing such remedy, ENROW may proceed to terminate the Contract in accordance with Clause 14.

No compensation shall be payable to the Client in respect of a lawful suspension.

CLAUSE 6 — SUBSCRIPTIONS, CREDITS AND LICENCE

The subscription to a Plan or the purchase of Credits shall entail the grant of a software licence for the benefit of the legal entity designated as the Client, on the conditions set out in Clause 13.1.

6.1 — Plans

No Subscription shall entail any minimum commitment period. All Subscriptions are renewed automatically and may be terminated at any time, such termination taking effect at the end of the current billing period.

Starter Plan (monthly): no minimum commitment. Credits allocated each month shall not roll over: any Credits remaining unconsumed at the end of each monthly billing period shall be irrevocably forfeited and the balance shall be reset.

Pro Plan (monthly): no minimum commitment. Unconsumed Credits shall roll over from one month to the next, subject to a maximum cumulative balance equivalent to three (3) times the monthly allocation of the plan. Any Credits in excess of such cap shall be forfeited.

Team Plan (monthly): no minimum commitment. Unconsumed Credits shall roll over from one month to the next, subject to a maximum cumulative balance equivalent to six (6) times the monthly allocation of the plan. Any Credits in excess of such cap shall be forfeited.

Annual Plan: no minimum commitment. The full allocation of Credits shall be credited upon subscription (upfront). Credits remaining unconsumed at the end of each twelve (12) month period shall be carried over upon renewal of the Subscription, for as long as the Subscription is renewed. If the Subscription ends, any Credits remaining unconsumed at the end of the paid period shall be irrevocably forfeited.

Pay-as-you-go: no minimum commitment. Credits shall be credited upon purchase (upfront) and shall not expire: their validity is unlimited. They remain usable with no time limit, regardless of the status of the Client's Subscription.

Custom Plan: conditions as defined in the Custom Contract.

Full details, pricing and functionalities associated with each plan are set out on the pricing page of the ENROW website. Any change to pricing shall be notified to the Client and shall apply only to new subscriptions (see Clause 7.1).

6.2 — Complimentary Credits

ENROW offers complimentary Credits to new Users in order to enable them to test the Service prior to any paid subscription. The number of complimentary Credits allocated shall be determined at the sole discretion of ENROW and may be varied at any time without notice.

ENROW reserves the right to refuse the allocation of complimentary Credits where there is a suspicion of abuse, including without limitation the creation of multiple accounts by the same User or entity, or the use of complimentary Credits for production purposes without subscribing to a paid plan.

6.3 — Credit Regime

Non-refundable, non-exchangeable, non-transferable.

The rollover and expiry rules applicable to Credits are specific to each plan as described in Clause 6.1. Upon termination, remaining Credits shall remain usable until the end of the current billing period or the applicable validity period. Thereafter, they shall be irrevocably forfeited and the balance shall be reset to the number of complimentary Credits then in effect.

6.4 — Advanced Features

Depending on the plan subscribed to, the Client may benefit from the following features:

- **Early renewal:** the Client may renew its Subscription before the end of the current period. Credits from the new period shall be added to any remaining Credits, subject to the applicable cumulative caps for the relevant plan;
- **Auto top-up (pay-as-the-go):** the Client may configure automatic Credit top-ups when its balance falls below a threshold defined by the Client. The amount and threshold are configurable within the Software. Each top-up shall trigger an automatic charge;
- **Subscription pause:** the Client may temporarily suspend its Subscription for a period of one (1) to three (3) months. During the pause period, no charges shall be levied and no Credits shall be allocated. Any use of the Service during the pause period shall result in the automatic reactivation of the Subscription and the resumption of billing.

6.5 — Automatic Renewal

Save for termination (Clause 14), monthly Subscriptions shall renew automatically each month, and annual Subscriptions shall renew automatically each year. The Client shall be notified in advance by email of the forthcoming renewal. The Client may terminate at any time; termination shall take effect at the end of the current billing period.

CLAUSE 7 — PRICING AND PAYMENT

7.1 — Pricing

The prices applicable to the Service shall be those displayed on the pricing page of the ENROW website at the time of subscription or purchase of Credits. All prices are quoted exclusive of tax (HT). VAT and, where applicable, any other applicable tax shall be charged in addition at the prevailing rate.

ENROW reserves the right to amend its prices at any time. Any price amendment shall be notified to Clients by email no fewer than thirty (30) days prior to its coming into effect. Revised prices shall apply exclusively to new subscriptions and new Clients. Subscriptions in force at the time of any price amendment shall retain the pricing conditions originally subscribed to ("Legacy Plan") until the termination of the Subscription by the Client. In the event of termination followed by a new subscription, the prices in force at the time of the new subscription shall apply.

7.2 — Currency

The billing currency (USD, EUR, GBP or CHF) shall be determined automatically by the Client's IP address at the time of the first subscription. Once determined, the currency may only be changed upon request to support@enrow.io.

ENROW shall not be liable for any incorrect currency attribution resulting from the use of a VPN, proxy or any other device altering the Client's apparent IP address.

7.3 — Payment

Payment shall be made exclusively by bank card via the secure Stripe Checkout platform. The Client hereby authorises recurring automatic debits from its payment method for the renewal of its Subscription and, where applicable, for automatic Credit top-ups.

The Client shall be responsible for the validity and sufficiency of its payment method. In the event of a failed charge (expired card, insufficient funds, opposition), ENROW shall notify the Client by email and shall make further attempts in accordance with Stripe's retry schedule. In the event of repeated failure, Clause 7.4 shall apply.

7.4 — Late and Non-Payment

In the event of non-payment, ENROW shall send the Client a formal notice requiring payment within seven (7) days from notification. Failing regularisation, ENROW may suspend access to the Service without prejudice to its other rights.

In accordance with Articles L.441-10 and D.441-5 of the French Commercial Code (Code de commerce), any late payment shall automatically give rise to:

- **Late payment penalties** at a rate equal to three (3) times the statutory interest rate in force, applied to the tax-inclusive amount of the unpaid invoice, payable from the first day of default;
- **A fixed indemnity for recovery costs** of forty (40) euros per unpaid invoice, without prejudice to ENROW's right to claim additional compensation where the recovery costs actually incurred exceed such amount.

7.5 — No Refunds

No refunds shall be granted, including in the event of early termination, non-use of the Service or unconsumed Credits. The Client acknowledges having been informed of this no-refund policy prior to any subscription.

Exception — Prolonged unavailability: in the event of total unavailability of the Service attributable exclusively to ENROW (excluding scheduled maintenance, force majeure and third-party failure) for a period exceeding five (5) consecutive Business Days (being Monday to Friday, excluding French public holidays), the Client may request a pro rata temporis credit note in respect of the period of unavailability, by written request addressed to support@enrow.io within fifteen (15) days following the end of the unavailability. Such credit note shall constitute the Client's sole contractual remedy in respect of the unavailability, without prejudice to any rights under general law in the event of proven fault on the part of ENROW.

7.6 — Promotional Offers

ENROW may offer promotional offers or price reductions at its sole discretion. Such offers shall be limited in time, shall not be combinable with one another save where expressly stated otherwise, and shall not create any vested right for subsequent periods. The specific conditions of each offer shall be communicated at the time of publication.

CLAUSE 8 — CLIENT'S OBLIGATIONS AND WARRANTIES

8.1 — Compliant Use

The Client undertakes to use the Service and the Enriched Data exclusively for the purposes of business-to-business (B2B) commercial prospecting, in accordance with these Terms, the GDPR, the French Data Protection Act (Loi Informatique et Libertés) and any applicable regulations in the jurisdictions in which it operates.

The Client shall be solely responsible for the use it makes of the Service and the Enriched Data, as well as for the actions of its Users. ENROW exercises no control over communications sent by the Client using data obtained via the Service.

8.2 — Compliance Warranties

The Client represents and warrants that it:

- **Has a valid legal basis** (legitimate interest, consent or other recognised legal ground) for the use of Enriched Data in connection with its commercial prospecting;
- **Has carried out a compliance assessment** of its use of Enriched Data with regard to the GDPR and any applicable local regulations, and has documented such assessment;
- **Informs data subjects** in accordance with Articles 13 and 14 of the GDPR, in particular as to the origin of the data, the purposes of processing, the legal basis and the means of exercising their rights;
- **Does not carry out any processing** constituting moral or commercial harassment, phishing, identity theft, fraud or any criminal offence.

The Client shall indemnify and hold ENROW harmless against any claim, complaint, proceeding or sanction by any third party or authority arising from any breach by the Client of the foregoing warranties.

8.3 — Prohibited Uses

The Client is strictly prohibited from using the Service to, directly or indirectly:

- **B2C prospecting:** contact natural persons for consumer marketing purposes outside any professional context;
- **Targeted advertising:** feed advertising networks, retargeting platforms or audience-matching systems;
- **Resale and redistribution:** resell, sub-licence or make available to third parties the Enriched Data, save pursuant to a broker-type arrangement expressly authorised in writing by ENROW;
- **Competition:** build a competing product or service, a waterfall tool or any data enrichment service without the prior written consent of ENROW (see Clause 13.2);
- **Spam and unsolicited communications:** send unsolicited, offensive, misleading or otherwise unlawful messages in contravention of applicable direct marketing and telecommunications legislation;
- **Reverse engineering:** modify, decompile, disassemble or carry out any reverse engineering of the source code of the Software, the API or the Extension;
- **Unauthorised extraction:** carry out scraping, crawling or any automated data extraction other than via ENROW's documented API;
- **Disruption:** disrupt, overload or compromise the operation of the Service, the infrastructure or ENROW's security systems;

- **Malicious files:** upload, transmit or execute files containing viruses, malware or any harmful code.

Any breach of the prohibitions set out in this Clause shall constitute a serious breach and may result in the immediate termination of the Contract (Clause 14.2).

8.4 — API and Integrations

The Client using the API undertakes to comply with ENROW's technical documentation, applicable rate limits and security best practices (authentication, key management, encryption of communications). The Client's API key is strictly confidential and shall not be exposed in public source code or shared with unauthorised third parties.

The Client may use its API key within partner products natively integrated with the Service (HubSpot, Salesforce, Clay, Zapier, etc.), under its sole responsibility. ENROW shall not be liable for any malfunction, data loss or security breach resulting from integrations, developments or transfers carried out by the Client or by third parties acting on its behalf.

8.5 — Fair Use and Monitoring

ENROW conducts active monitoring of the use of the Service in order to detect abusive behaviour, anomalies and breaches of these Terms. In the event of abnormal or excessive use, ENROW shall apply a graduated process:

- **Warning:** ENROW shall send the Client a written notification (email) identifying the abnormal behaviour and requesting the Client to regularise its use;
- **Temporary restriction:** in the event of persistence, ENROW may reduce the processing speed or the completeness of the data returned. The Client shall be notified by email within forty-eight (48) hours and shall have a period of seven (7) days in which to remedy the situation;
- **Termination:** in the event of continued abuse notwithstanding the warning and restriction, ENROW may proceed to terminate the Subscription in accordance with Clause 14.

8.6 — Abnormally Low Success Rate

Success-only billing for the Email Finder presupposes usable input data. Where, over a rolling period of seven (7) days and at least ten thousand (10,000) searches, a Client's Email Finder success rate is below twelve per cent (12%), ENROW may, after notification by email and if the rate remains below that threshold upon expiry of a period of seven (7) days, debit one quarter (0.25) of a Credit per unsuccessful search. This regime shall cease as soon as these conditions are no longer met.

Unsuccessful searches attributable to a technical incident on ENROW's side shall neither be taken into account in this calculation nor be debited. The observed rate and the number of searches concerned shall be provided to the Client upon request.

This Clause constitutes a rule governing use of the Service and not a price change within the meaning of Clause 7.1. It applies to all Subscriptions, including Legacy Plans.

CLAUSE 9 — PERSONAL DATA AND GDPR

9.1 — Legal Basis

The enrichment Service is predicated upon the legitimate interest of ENROW within the meaning of Article 6(1)(f) of the GDPR. ENROW considers that the processing of publicly available B2B professional data for the purposes of business-to-business commercial prospecting serves a legitimate interest that is proportionate to the rights and freedoms of data subjects.

This analysis is formalised in a documented Legitimate Interest Assessment (LIA), which is reviewed no fewer than once per annum and upon any significant change affecting the nature, scope or purposes of the processing. The LIA is available upon request from the DPO.

9.2 — Client Data at Registration

The data collected from the Client and its Users upon registration (surname, first name, professional email address, company name, encrypted password) shall be used exclusively for the following purposes:

- Creation and management of the Account and access to the Service;
- Provision of the Service, billing and Subscription management;
- Service-related communications (notifications, updates, support);
- Commercial relations and, subject to the Client's consent where applicable, marketing communications.

ENROW does not sell, rent or make available to third parties the personal data of its Clients and Users.

9.3 — Client Data, Returned Data and Personal Data

Client Data transmitted by the Client to ENROW for enrichment shall be stored for a maximum period of ninety (90) days from receipt, and shall thereafter be automatically and permanently deleted from ENROW's systems.

By transmitting its Client Data, the Client expressly authorises ENROW to process such data solely for the purpose of providing the enrichment Service. ENROW shall refrain from using Client Data for any other purpose, including without limitation for its own commercial purposes, resale to third parties or the constitution of prospecting files on its own behalf.

The Client may request the early deletion of its Client Data at any time by email to support@enrow.io. ENROW shall carry out such deletion within five (5) Business Days (being Monday to Friday, excluding French public holidays).

The Service may return personal data associated with professional contacts, including personal telephone numbers, personal email addresses or any other information relating to the natural person rather than to their professional activity. The use of such data shall be the Client's sole responsibility, and the Client shall:

- **Have a valid legal basis** for processing and using such personal data in a commercial prospecting context;
- **Comply with do-not-call registers** (Bloctel in France, and equivalents in other jurisdictions);
- **Never use such data** for B2C purposes or consumer marketing;
- **Comply with applicable local regulations** regarding data protection, telecommunications and telemarketing.

ENROW disclaims all liability in respect of the Client's use of personal data returned by the Service. The Client shall indemnify and hold ENROW harmless against any claim, complaint or sanction connected therewith.

9.4 — Hosting and Security

All Client Data and Enriched Data is hosted exclusively within the European Union, on the servers of Amazon Web Services (AWS), in the Paris data centre (region eu-west-3). No data is stored outside the European Economic Area within the primary Service workflow.

AWS holds ISO 27001, SOC 1, SOC 2 and SOC 3 certifications and is compliant with the GDPR. Data at rest is encrypted using AES-256 and data in transit is protected by TLS 1.2 or higher.

Detailed technical and organisational measures are described in the DPA (Annex 2 — Technical and Organisational Measures).

9.5 — Rights of Data Subjects

Any person may exercise their rights of access, rectification, objection, erasure and portability (Articles 15 to 20 GDPR) via the "Exercise of Rights over My Personal Data" form on the ENROW website or by email to dpo@enrow.io.

ENROW shall process any request within twenty-four (24) business hours. Where the data is held in its database: deletion of the data (including from the cache where applicable), placement on the permanent exclusion list, and confirmation by email to the data subject.

Regarding the right to data portability (Article 20 GDPR): this right applies where processing is based on consent or the performance of a contract. As ENROW's processing is based on legitimate interest, the right to portability does not apply as of right. Notwithstanding the foregoing, ENROW shall use reasonable endeavours to comply with any reasonable request for portability in a structured, machine-readable format.

9.6 — Anonymised and Aggregated Data

ENROW may use anonymised and aggregated data (which no longer permits identification) to improve its algorithms and technologies and to carry out statistical analyses. Such data shall no longer constitute personal data within the meaning of the GDPR.

9.7 — DPA and Respective Roles

The detailed conditions governing the processing of personal data are set out in the DPA, which forms an integral part of the Contract.

ENROW acts as an independent Data Controller in respect of data which it collects, aggregates and maintains in its own database in the course of its enrichment activity. Such processing is predicated upon ENROW's legitimate interest.

When processing Client Data transmitted by the Client for enrichment, ENROW acts as a Data Processor within the meaning of Article 28 of the GDPR. The Client is the Data Controller of the Client Data and its use of the Enriched Data downstream of the Service.

CLAUSE 10 — INTERNATIONAL COMPLIANCE

10.1 — GDPR and French Data Protection Act

The Service is designed and operated in compliance with Regulation (EU) 2016/679 on the protection of personal data (GDPR) and Loi n°78-17 of 6 January 1978, as amended (Loi Informatique et Libertés). The technical and organisational measures implemented by ENROW to ensure such compliance are described in the DPA.

10.2 — UK GDPR

For Clients established in the United Kingdom, ENROW undertakes to comply with the provisions of the UK GDPR and the Data Protection Act 2018. References to the GDPR in these Terms and in the DPA shall be deemed to include the equivalent provisions of the UK GDPR where applicable.

10.3 — Swiss nFADP

For Clients established in Switzerland, ENROW undertakes to comply with the new Swiss Federal Act on Data Protection (nFADP) and its implementing ordinance (OPDo). References to the GDPR herein shall be deemed to include the equivalent provisions of the nFADP where applicable.

10.4 — CCPA / CPRA (California)

In respect of data of residents of the State of California, ENROW complies with the provisions of the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA):

- **No sale or sharing:** ENROW does not "sell" or "share" the personal information of California residents within the meaning of the CCPA/CPRA;
- **Exercise of rights:** California residents may exercise their rights (access, deletion, correction, opt-out) via the "Exercise of Rights over My Personal Data" form available on the ENROW website or by email to the DPO;
- **Qualification:** ENROW acts as a "service provider" within the meaning of the CCPA/CPRA in respect of processing carried out on behalf of the Client. ENROW shall retain, use and disclose personal information only within the strict scope of providing the Service.

10.5 — Transfers Outside the EEA

All data is hosted within the European Economic Area (EEA). In the event that personal data were to be transferred outside the EEA, in particular in connection with the engagement of Third-Party Providers or sub-processors established in third countries, ENROW shall ensure in advance that appropriate safeguards are in place in accordance with Chapter V of the GDPR:

- **Adequacy decision** of the European Commission (Article 45 GDPR), including the EU-US Data Privacy Framework where applicable;
- **Standard Contractual Clauses (SCCs)** adopted by the European Commission (Implementing Decision 2021/914), supplemented where necessary by additional technical measures (Article 46(2)(c) GDPR);
- **Any other recognised transfer mechanism** under the GDPR (binding corporate rules, certification, derogations under Article 49).

The details of such safeguards, including the list of sub-processors concerned, their location and the applicable transfer mechanism, are set out in the DPA (Annex 3).

10.6 — Client's Obligation

The Client shall be solely responsible for ensuring compliance of its use of Enriched Data with applicable local regulations in the jurisdictions in which it operates, in particular as regards data protection, telecommunications, direct marketing and telemarketing. The Client undertakes not to use the Service in any jurisdiction where such use would be contrary to local law.

CLAUSE 11 — DATA BREACH NOTIFICATION

In accordance with Articles 33 and 34 of the GDPR, in the event of a personal data breach (being any breach of security leading, whether accidentally or unlawfully, to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data), ENROW undertakes to:

- **Notify the CNIL** (the French data protection authority) within seventy-two (72) hours of becoming aware thereof, in accordance with Article 33 of the GDPR;
- **Inform the affected Clients** within seventy-two (72) hours, specifying the nature of the breach, the categories and approximate number of Data Subjects and records affected, the likely consequences, the measures taken or proposed to be taken to remedy the breach, and the contact details of the DPO;
- **Inform Data Subjects directly** and without undue delay where the breach is likely to result in a high risk to their rights and freedoms (Article 34 GDPR);
- **Document the breach** in an internal register of breaches, including the facts, its effects and the measures taken to remedy it and to prevent recurrence.

The Client, in its capacity as Data Controller of the Enriched Data which it processes, shall also carry out such notifications as are required under the GDPR and the French Data Protection Act to its own supervisory authorities and to data subjects as the case may be.

CLAUSE 12 — THIRD-PARTY PROVIDERS

12.1 — Engagement of Third-Party Providers

ENROW may engage Third-Party Providers to supplement the data enrichment where its own technologies are unable to respond to a query or where such engagement is necessary to improve coverage or the quality of results. By accepting these Terms, the Client expressly authorises ENROW to engage such Third-Party Providers in connection with the provision of the Service.

The list of Third-Party Providers currently engaged is set out in the DPA (Annex 3), subject to the confidentiality provisions contained therein.

12.2 — Notification and Right of Objection

In accordance with Article 28(2) of the GDPR, ENROW undertakes to inform the Client of any change to the Third-Party Providers by written notification (email or notification via the Software) no fewer than fifteen (15) days prior to the effective date of such change.

The Client shall have a period of fifteen (15) days from receipt of the notification in which to object to such change by written notice to dpo@enrow.io, stating its reasons. In the event of an objection, the Parties shall use reasonable endeavours to reach an amicable resolution within a further period of fifteen (15) days.

Failing amicable resolution, the Client's objection shall be deemed to constitute notice of termination of the Contract, taking effect at the end of the current billing period or, where such period is less than thirty (30) days, thirty (30) days after the notification of objection. The provisions of Clause 14.3 (consequences of termination) shall apply.

12.3 — Exclusion of Liability

ENROW is independent of the Third-Party Providers and exercises no control over their systems, databases or data collection methods.

ENROW shall not be liable in any event for the quality, accuracy, completeness, availability or regulatory compliance of data provided by the Third-Party Providers. Notwithstanding the foregoing, ENROW undertakes contractually with each Third-Party Provider to impose data protection obligations substantially equivalent to those contained in the DPA.

CLAUSE 13 — INTELLECTUAL PROPERTY

13.1 — ENROW's Rights and Software Licence

ENROW is the holder of all intellectual property rights in the Software, the Service, the Extension, the API, algorithms, technologies, content, trade marks, logos and databases.

Any subscription to a Plan or purchase of Credits shall constitute the grant by ENROW to the Client of a software licence within the meaning of Articles L.122-6 et seq. of the French Intellectual Property Code (Code de la propriété intellectuelle). Such licence is granted on a non-exclusive, non-assignable and non-transferable basis, to the legal entity designated as the Client upon subscription, for the duration of the Subscription or the applicable validity period of the relevant Credits.

This licence confers upon the Client the right to use the Software and the Service, including via the API and the Extension, within the scope and limits defined by these Terms. It confers no intellectual property rights in the Software or in any of its components. Any use not expressly authorised hereunder shall constitute an infringement within the meaning of the French Intellectual Property Code.

13.2 — Non-Competition

For the entire duration of the Subscription, the Client shall be prohibited from using the Service, the API, the Enriched Data or any component of ENROW to develop, directly or indirectly, a competing product or service, a waterfall tool, or any data enrichment service, save with the prior written consent of ENROW or as provided for in a Custom Contract.

Any breach of this Clause shall constitute a serious breach resulting in immediate termination.

CLAUSE 14 — TERMINATION

14.1 — By the Client

The Client may terminate at any time via its Account or by writing to support@enrow.io. Termination shall take effect at the end of the current billing period (month or year, as applicable). The Client shall retain access to the Service and may use its remaining Credits until such date, in accordance with the validity rules applicable to each plan (Clause 6.1). Custom Contract: specific conditions shall apply.

14.2 — By ENROW

Serious breach (including without limitation: breach of Clause 13.2, unauthorised resale, unlawful use, breach of anti-corruption provisions): immediate termination upon written notice.

Other breach: formal notice to remedy within fifteen (15) days. Failing remedy, termination with immediate effect.

14.3 — Consequences

- Access shall be deactivated on the effective date;
- **Export of Client Data:** the Client shall have thirty (30) days in which to export its data. Export shall be available in CSV and/or JSON format via the Software or the API, or upon request to support@enrow.io. After such period, the data shall be permanently deleted;
- Remaining Credits shall be usable until the end of the current billing period or the applicable validity period (Clause 6.1), and shall thereafter be irrevocably forfeited;
- No refund of sums paid shall be due.

CLAUSE 15 — SERVICE AVAILABILITY (SLA)

15.1 — Availability Commitment

ENROW undertakes to use its best endeavours to ensure Service availability of no less than ninety-nine per cent (99%) per calendar month. Availability shall be measured on the basis of Business Hours, being Monday to Friday from 08:00 to 20:00 (Paris time), excluding French public holidays.

The availability rate shall be calculated as follows: (total number of Business Hours in the month – number of non-excluded hours of unavailability) / total number of Business Hours in the month × 100.

15.2 — Exclusions

The following shall be excluded from the calculation of the availability rate:

- **Scheduled maintenance:** ENROW shall notify the Client no fewer than twenty-four (24) hours in advance by email or via the Software. ENROW shall use reasonable endeavours to schedule maintenance outside Business Hours;
- **Force majeure:** events as defined in Clause 19 of these Terms;
- **Third-party provider failure:** hosting (AWS), telecommunications, Third-Party enrichment Providers;
- **Act or omission of the Client:** non-compliant use, exceeding rate limits, defective integrations;
- **Internet network interruptions** beyond the control of ENROW.

15.3 — Remedy for SLA Breach

In the event of a failure to meet the availability commitment, the Client's sole contractual remedy shall be the credit note provided for in Clause 7.5 of these Terms, without prejudice to any rights under general law in the event of proven fault on the part of ENROW.

15.4 — Incident Reporting

The Client shall report any availability incident to support@enrow.io without undue delay. ENROW undertakes to acknowledge receipt of such report within four (4) Business Hours and to use its best endeavours to resolve the incident as promptly as practicable. ENROW shall keep the Client informed of progress towards resolution.

CLAUSE 16 — LIABILITY AND WARRANTIES

16.1 — Obligation of Means

ENROW does not warrant the completeness, accuracy or deliverability of the Enriched Data but shall use reasonable endeavours to improve the quality of its data on a continual basis.

16.2 — Exclusion of Indirect Loss

ENROW shall not be liable for any indirect loss or damage, including without limitation loss of revenue, loss of profits, loss of clients, loss of data, loss of reputation, loss of opportunity, anticipated loss of profit, or cost of substitute services, howsoever arising, even where ENROW has been advised of the possibility of such loss.

16.3 — Cap on Direct Damages

ENROW's aggregate liability for direct damages, howsoever arising and on whatever ground, shall be capped at the total sums paid by the Client during the twelve (12) months preceding the event giving rise to the claim.

Exception: the foregoing limitation of liability shall not apply in the event of wilful misconduct or gross negligence on the part of ENROW, nor in the event of a breach by ENROW of its obligations in respect of the protection of personal data which has directly caused the damage.

16.4 — Specific Exclusions

ENROW shall not be liable for:

- Non-compliant use of the Service by the Client;
- Unavailability attributable to external circumstances;
- The quality of data provided by Third-Party Providers;
- Consequences of the Client's integrations via the API;
- Third-party claims arising from the Client's use.

16.5 — Indemnification by the Client

The Client shall indemnify and hold ENROW harmless against any claim, proceeding, judgment, loss, damage, cost or expense (including reasonable legal fees) arising from any breach by the Client of its obligations hereunder.

CLAUSE 17 — ANTI-CORRUPTION COMPLIANCE (LOI SAPIN II)

Each of the Parties undertakes, in the performance of the Contract, to comply with the provisions of Loi n°2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life (the "Loi Sapin II"), as well as any applicable anti-corruption legislation in the relevant jurisdictions.

Each Party represents and warrants that it has not and shall not, directly or indirectly, make, offer or promise to make any payment, or provide any advantage of any kind, to any person whatsoever, for the purpose of obtaining or retaining an improper advantage in connection with the Contract.

Any breach of this Clause shall constitute a serious breach entitling the other Party to terminate the Contract as of right, without notice or compensation.

CLAUSE 18 — AFFILIATE PROGRAMME

ENROW operates an affiliate programme, the detailed conditions of which (commission rates, payment terms, eligibility criteria) are published at enrow.io/en/affiliate-program.

By joining the affiliate programme, the affiliate expressly mandates ENROW to draw up and issue, in the affiliate's name and on the affiliate's behalf, the invoices (self-billing documents) for the commissions paid to the affiliate, in accordance with Article 224 of Council Directive 2006/112/EC and Article 289, I-2 of the French General Tax Code. These documents are generated through the Partnero platform from the information the affiliate provides in their tax profile; the affiliate undertakes to keep that information accurate and up to date, and remains solely responsible for declaring the amounts received and, where applicable, paying the corresponding VAT.

Each self-billing document is made available to the affiliate in their partner dashboard. The affiliate may dispute it within thirty (30) days of it being made available; after that period, it is deemed accepted. The affiliate undertakes not to issue their own invoice for the same commissions. The affiliate may revoke this mandate at any time by written notice to ENROW; commissions are then paid only against an invoice issued by the affiliate.

ENROW reserves the right to amend the conditions of the affiliate programme or to discontinue it at any time, subject to reasonable notice to active affiliates.

Any fraud, manipulation or unfair practice in connection with the affiliate programme (including without limitation: self-referral, use of fictitious accounts, spam, traffic diversion) shall result in the immediate exclusion of the affiliate concerned, the cancellation of all unpaid commissions and, where applicable, the repayment of commissions unduly received.

CLAUSE 19 — FORCE MAJEURE

Neither Party shall be liable for any failure to perform or delay in the performance of any of its obligations under the Contract where such failure or delay results from an event of force majeure (cas de force majeure) within the meaning of Article 1218 of the French Civil Code (Code civil), being an event beyond the reasonable control of the affected Party, which could not reasonably have been foreseen at the time of conclusion of the Contract and the effects of which cannot be avoided by appropriate measures.

Events of force majeure shall include, without limitation: natural disasters, epidemics and pandemics, wars, riots and civil unrest, acts of terrorism, general strikes, mandatory governmental or administrative orders, widespread power or telecommunications outages, and major failures of hosting providers.

The affected Party shall notify the other Party without undue delay, specifying the nature of the event, its anticipated duration and its consequences for the performance of the Contract. It shall use its best endeavours to mitigate the effects of the event and to resume performance of its obligations as soon as reasonably practicable.

If the event of force majeure continues for a period exceeding sixty (60) consecutive days, either Party may terminate the Contract by written notice to the other Party, without any compensation being payable by either Party.

CLAUSE 20 — NON-SOLICITATION OF STAFF

For the entire duration of the Contract and for a period of twelve (12) months following its expiry or termination for any reason whatsoever, each Party shall refrain from soliciting, poaching or hiring, whether directly or indirectly, any employee, contractor or collaborator of the other Party who has been involved in the performance of the Contract, save with the prior written consent of the affected Party.

In the event of a breach of this obligation, the defaulting Party shall pay to the other Party a fixed indemnity equal to twelve (12) months' gross remuneration of the person concerned, without prejudice to the right of the injured Party to claim further damages in respect of loss actually suffered.

CLAUSE 21 — CONFIDENTIALITY

Each Party undertakes to treat as strictly confidential all technical, commercial, financial, strategic or organisational information received from the other Party in connection with the Contract, irrespective of the medium or method of transmission (hereinafter "Confidential Information").

Each Party shall refrain from disclosing Confidential Information to any third party, save to its employees, advisers or sub-contractors who have a need to know for the performance of the Contract and who are bound by an obligation of confidentiality no less onerous than that contained herein.

This confidentiality obligation shall remain in force throughout the term of the Contract and for a period of three (3) years following its expiry or termination.

The following shall not be considered Confidential Information:

- Information which was already in the public domain at the time of disclosure, or which subsequently entered the public domain through no fault of the receiving Party;
- Information which was already lawfully in the possession of the receiving Party prior to its disclosure;
- Information lawfully obtained from a third party not bound by a confidentiality obligation;
- Information the disclosure of which is required by law, a court order or a competent administrative authority, provided that prior notice is given to the other Party to the extent reasonably practicable.

CLAUSE 22 — CONTRACTUAL LIMITATION PERIOD

Any action or claim by the Client against ENROW under the Contract shall be brought within twelve (12) months from the occurrence of the event giving rise thereto. Upon the expiry of such period, any action shall be time-barred and inadmissible.

This contractual limitation period is agreed by the Parties in accordance with Article 2254 of the French Civil Code (Code civil), which permits the parties to contractually adjust limitation periods.

Reciprocally, any action by ENROW against the Client under the Contract shall be subject to the same twelve (12) month limitation period.

This limitation period shall not apply in cases of wilful misconduct, gross negligence or breach of personal data protection obligations.

CLAUSE 23 — GENERAL PROVISIONS

23.1 — Severability

If any provision of these Terms is held to be null, void or unenforceable by a final court decision, such nullity shall not affect the validity of the remaining provisions, which shall continue in full force and effect. The Parties shall use reasonable endeavours to replace the void provision with a valid provision which most closely reflects the Parties' original intention.

23.2 — Assignment

The Client may not assign the Contract or any of its rights or obligations hereunder without the prior written consent of ENROW. ENROW may freely assign the Contract to any company within the same corporate group or to any transferee in the context of a restructuring, merger, acquisition or transfer of business. The Client shall be informed within a reasonable time.

23.3 — No Waiver

The failure of either Party to enforce any right or remedy under these Terms shall not be construed as a waiver of such right or remedy, nor as a waiver of the right to enforce it in the future.

23.4 — Amendment of the Terms

ENROW reserves the right to amend these Terms at any time. Any amendment shall be notified to the Client by email or via the Software no fewer than thirty (30) days prior to its coming into effect. Continued use of the Service after the effective date of the amended Terms shall constitute acceptance thereof. In the event of disagreement, the Client may terminate its Subscription in accordance with Clause 14.

23.5 — Material Modification of the Service

The conditions of notification and remedy in the event of a material modification to the Service are set out in Clause 4.6 of these Terms.

23.6 — Survival

The following Clauses shall survive the expiry or termination of the Contract for any reason whatsoever:

- Clause 4.5 — Licence to Use Enriched Data (in respect of data already exported);
- Clause 8.2 — Client's Compliance Warranties;
- Clause 9 — Personal Data and GDPR (in its entirety);
- Clause 13.1 — Intellectual Property;
- Clause 14.3 — Consequences of Termination;
- Clause 16 — Liability and Warranties (in its entirety);
- Clause 20 — Non-Solicitation (12 months);

- Clause 21 — Confidentiality (3 years);
- Clause 22 — Contractual Limitation Period;
- Clause 25 — Governing Law and Jurisdiction;
- Any other Clause the nature of which implies that it should survive termination.

CLAUSE 24 — MEDIATION AND DISPUTE RESOLUTION

In the event of any dispute between the Parties relating to the validity, interpretation, performance or termination of the Contract, the Parties undertake to seek an amicable resolution within thirty (30) days from the notification of the dispute by recorded delivery letter addressed to the other Party.

Failing amicable resolution within such period, the Parties agree to submit the dispute to mediation in accordance with Articles 1530 et seq. of the French Code of Civil Procedure (Code de procédure civile) before commencing any court proceedings. The mediator shall be appointed by mutual agreement or, failing such agreement, by the President of the Paris Commercial Court (Tribunal de Commerce de Paris). The mediation shall not exceed sixty (60) days, unless otherwise agreed by the Parties.

In the event that mediation fails, the dispute shall be referred to the courts having jurisdiction in accordance with Clause 25. This Clause shall not prevent either Party from seeking interim or conservatory measures before the summary jurisdiction judge.

CLAUSE 25 — GOVERNING LAW AND JURISDICTION

These Terms and all contractual relations between the Parties shall be governed by and construed in accordance with French law.

Failing amicable resolution or mediation, any dispute relating to the validity, interpretation, performance or termination of the Contract shall be submitted to the exclusive jurisdiction of the courts of Paris, France, including in the case of summary proceedings, third-party proceedings, incidental claims or plurality of defendants. This attribution of jurisdiction shall apply notwithstanding any provision to the contrary.