

# **Software Subscription Agreement – Plani Travel**

Plani Travel Software 10 Anson Road #33-10C International Plaza, Singapore (079903)

Email: support@planitravel.com

#### 1. Purpose of the Contract

This contract establishes the terms of subscription to the Plani Travel software, a SaaS tool designed for travel agencies to manage itinerary creation, reservation handling, accounting, and contract updates.

#### 2. Subscription Conditions

The available subscription plans include:

- · Monthly subscription or Annual subscription
- Starter Formula (up to 3 users) and Pro Formula (number of users not limited).

Payments are processed directly through the Plani Travel platform and can be modified at any time by the agency administrator.

Current prices are accessible in the "Settings / Subscription" section of the Plani Travel software.

#### 3. User License

Plani Travel grants users a non-exclusive and revocable license of use. Unauthorized reproduction, modification, or redistribution is strictly prohibited. The software is to be used exclusively for the internal operations of the travel agency.

#### 4. Customer Obligations

The customer agrees to use Plani Travel in compliance with applicable laws and without compromising the security or integrity of the software. Any violation, such as hacking or unauthorized access sharing, may result in immediate suspension and prosecution.

## 5. Technical Support

Support is available by email at support@planitravel.com. Requests are processed in the order they are received. Plani Travel strives to respond promptly while considering global time zone differences.



#### 6. Limitation of Liability

Plani Travel's liability is limited to subscription fees paid during the last three months, except in cases of force majeure. Plani Travel disclaims all liability for loss of profits, data loss, or indirect damages.

# 7. Termination and Suspension

Users may cancel their subscription at any time; however, any ongoing subscription period (monthly or annual) remains payable and non-refundable. Plani Travel reserves the right to suspend an account in the event of non-compliance with the general conditions, with 15 days' notice for minor infractions and immediate suspension for serious infractions, contestable within 7 days.

## 8. Confidentiality and Data Protection

Plani Travel processes personal data in compliance with the GDPR. Sensitive data is encrypted and automatically deleted 30 days after the end of each stay. In accordance with the GDPR, users may exercise their rights to access, rectify, and delete their data.

# 9. Marketing and Promotional Use

The client authorizes Plani Travel to use the logo of its agency for marketing and promotional purposes, such as the presentation of the software, case studies, or customer testimonials. Plani Travel commits to preserving the integrity of the logo and using it strictly in a professional context.

#### 10. Changes to the Terms

Plani Travel reserves the right to modify the terms of this contract. Users will be notified via email or in-app notification in the event of significant changes.

## 11. Applicable Law and Jurisdiction

The contract is governed by French law. In the event of a dispute, the parties will endeavor to resolve the conflict amicably. If no agreement is reached, the competent jurisdiction shall be that of France.



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# Software License and Services Agreement

#### **General Introduction**

This document brings together the different conditions of use, commitments, and rules applicable to the use of the Plani Travel software. By signing this contract, you agree to all the following sections, each drafted to ensure transparency and compliance with applicable French laws.

#### **Foreword**

This contract serves as a framework agreement encompassing all conditions of use, services, licensing, and data protection applicable to Plani Travel. This organization simplifies contractual management and guarantees that all legal obligations in terms of data protection, liability and rights of use are covered in accordance with French law. By signing this contract, you accept all of the following sections, each of which has been drafted to ensure transparency and legal compliance.

## 1. User License Agreement (SaaS Agreement)

Plani Travel grants its users a non-exclusive, worldwide, revocable license to access the software. Any unauthorized copying, modification, or redistribution of the software is strictly prohibited.

Any unauthorized copying, modification, or redistribution of the software is strictly prohibited. Any illegal or abusive use, including but not limited to hacking, harassment, spamming, fraud, or violation of intellectual property rights under French laws, is strictly prohibited.

Plani Travel's liability is limited to the subscription fees paid by the customer over the last three months in

the event of a dispute, except in cases of force majeure. Plani Travel disclaims all liability for loss of profits, loss of data or consequential damages related to the use of the software, except in cases of gross or intentional negligence.

In the event of abusive or illegal use of the software, Plani Travel reserves the right to immediately suspend the user's access and take legal action. Any attempt at misappropriation or manipulation will be subject to legal action and will result in immediate termination of access without possibility of reimbursement.

## 2. General Conditions of Use (CGU)

These General Conditions of Use govern access and use of the Plani Travel software. By accessing and using the Software, you agree to these Terms. If you do not agree to these Terms, you should not use the Service

Plani Travel offers SaaS software allowing travel agencies to manage various aspects of their businesses, including creating itineraries, managing reservations, and tracking payments. Full software features are available through paid subscriptions.

Users are granted a limited, non-exclusive, and revocable license to access the Software. Any attempt to resell, share access to, modify the software, or use for illegal purposes is strictly prohibited.

Users are responsible for maintaining the security of their accounts and must provide accurate and up-to-date information during registration. They must comply with all local, national and international laws when using the software.

Plani Travel respects French laws regarding the protection of personal data, including the GDPR. Data is encrypted and regular backups are performed to ensure user information is secure.

Plani Travel's liability is limited to the subscription costs of the last three months. Plani Travel disclaims any liability for loss of profits, loss of data or any other indirect damage resulting from the use of the software.

Plani Travel commits to maintaining 99.9% uptime availability. However, service interruptions may occur in the event of planned maintenance. Users will be informed in advance of maintenance periods.

Users can cancel their subscription at any time, but any month or year started will remain due and non-refundable. Plani Travel reserves the right to suspend or terminate an account in the event of a violation of these Terms and Conditions (T&Cs).

In the event of a violation of these T&Cs, Plani Travel will notify the user with 7 days' notice, allowing them to respond before any definitive suspension of the account. In cases of serious violation, the user suspension may be immediate, but the user can contest this decision within 7 days.

# 3. Data Processing Agreement (DPA)

Plani Travel processes personal information of agency customers, including sensitive data such as passports and payment information. This data is automatically deleted 30 days after the end of the travelers' stay.

Plani Travel complies with applicable data protection laws, including the GDPR. The data is encrypted, and regular backups are carried out to guarantee its security. Access to this data is strictly restricted to authorized personnel.

Plani Travel uses digitalOcean for data hosting and technical processing, and is subject to the same confidentiality and security obligations as Plani Travel.

In accordance with GDPR requirements, sensitive data, including passport and payment information, is processed and stored using enhanced security measures, including pseudonymization and access restrictions to strictly authorized personnel. This data is stored on secure servers located at our service provider Digital Ocean based in New York United States, and backups are carried out regularly to guarantee their integrity.

Access to personal data is strictly limited to personnel with special authorization and in accordance with Plani Travel's internal security policies. Any request for access to personal data by users is processed within a maximum period of 30 working days.

## 4. Service Level Agreement (SLA)

Plani Travel guarantees 99.9% service availability. Technical support is available by email and chat during business hours. In the event of non-compliance with this commitment, service credits may be applied to the customers concerned, following the reimbursement conditions specified in the SLA policy.

Scheduled maintenance will be announced to users in advance via email or in-app notifications. During these periods, the service may be temporarily unavailable. Plani Travel is committed to minimizing interruptions and informing in the event of unforeseen changes.

Plani Travel disclaims any liability for direct, indirect, or consequential damages resulting from service interruptions, except in cases of gross negligence by Plani Travel.

#### 5. Applicable law and competent jurisdiction

This contract is governed by French law. In the event of a dispute not resolved amicably, the parties agree to submit their dispute to the exclusive jurisdiction of the French courts. This contract is governed by French law. In the event of an unresolved dispute, the parties agree to submit their case to the exclusive jurisdiction of the courts of Paris, France.

# 6. Managing data breaches

In compliance with the GDPR, Plani Travel commits to notifying the user within 72 hours of any personal data breach that significantly impacts the security of the processed information. The user will be informed of the measures taken to remedy the situation and minimize the risks.

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