

TERMS OF SERVICE

Datum Cloud Platform — datumcloud.net

Effective Date: April 10, 2026

These Terms of Service (the “**Terms**”) constitute a legally binding agreement between **ASS GROUP SARL**, a société à responsabilité limitée organized under the laws of France (the “**Company**”, “**we**”, “**our**”, or “**us**”), and the entity or person accessing or using the Datum Cloud platform, services, software, APIs, documentation, and related materials made available at datumcloud.net (collectively, the “**Service**”, and such entity or person, the “**Customer**”, “**you**”, or “**your**”).

By accessing or using the Service, signing an order form referencing these Terms, or otherwise manifesting assent, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have authority to bind such entity.

1. Definitions

- “**Customer Data**” means any data, information, or content (including Personal Data) submitted, uploaded, or processed by or on behalf of Customer through the Service, including data placed in vaults, tokens generated from such data, and metadata derived therefrom.
- “**Personal Data**” has the meaning given to such term under applicable data protection laws, including the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”).
- “**Vault**” means a logically isolated instance of the Service used to store, tokenize, and manage Customer Data, accessible via API or administrative console.
- “**Tokenization**” means the process by which sensitive data elements are replaced with non-sensitive surrogate values (tokens) that retain no exploitable value if compromised.
- “**ZK Proof**” or “**Zero-Knowledge Proof**” means a cryptographic attestation generated by the Service that mathematically demonstrates the occurrence, properties, or compliance status of vault operations without disclosing the underlying data.
- “**Documentation**” means the technical and operational documentation for the Service made available by Company at {DOMAIN} or via official channels.
- “**Subscription Term**” means the period during which Customer is authorized to use the Service as specified in the applicable order form.

2. The Service

2.1 Core Functionality

Datum Cloud is an enterprise-grade data privacy infrastructure platform that enables Customer to protect Personal Data and other sensitive information through tokenization, encrypted vault storage, lifecycle management, and cryptographically verifiable audit trails. The Service may be provided as a cloud-hosted (SaaS) offering, a self-hosted deployment, or a hybrid configuration, as specified in the applicable order form.

2.2 Cryptographic Validation Layer

The Service includes a cryptographic validation layer that generates Zero-Knowledge Proofs to demonstrate compliance properties of vault operations. Such proofs may be recorded on one or more blockchain networks operated by independent third parties, solely for the purpose of establishing tamper-evident audit records. No Personal Data, encryption keys, or reversible identifiers are transmitted to any blockchain network. Customer acknowledges that blockchain networks are third-party infrastructure, and Company's obligations with respect to such networks are limited to the integrity of proof generation and submission.

2.3 Gasless Operation

Company operates a relayer service that submits proof transactions to blockchain networks on behalf of Customer. Customer is not required to acquire, hold, or use any cryptocurrency, digital asset, or native blockchain token. All transaction fees associated with the validation layer are included in Customer's subscription fees and borne by Company as operational expense.

2.4 Service Modifications

Company may enhance, modify, or update the Service from time to time, provided that such modifications do not materially diminish the core functionality of the Service during an active Subscription Term. Company will provide reasonable notice of any material deprecations via the Documentation or direct customer communication.

3. Access and Use

3.1 License Grant

Subject to these Terms and payment of applicable fees, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term, solely for Customer's internal business operations and in accordance with the Documentation.

3.2 Authorized Users

Customer may permit its employees, contractors, and agents to access the Service ("Authorized Users") provided that Customer remains responsible for all acts and omissions of its Authorized Users. Customer shall ensure that Authorized Users comply with these Terms.

3.3 Acceptable Use Restrictions

Customer shall not, and shall not permit any third party to:

- reverse engineer, decompile, or disassemble the Service or any of its components, except to the extent such restriction is prohibited by applicable law;
- use the Service to store, process, or transmit any data in violation of applicable law, including without limitation data subject to export controls or sanctions;
- use the Service to circumvent any compliance obligation applicable to Customer, including by attempting to generate proofs that misrepresent the state or history of vault operations;
- probe, scan, or test the vulnerability of the Service or any connected network without Company's prior written authorization, except as expressly permitted by Company's responsible disclosure policy;
- interfere with or disrupt the integrity or performance of the Service or the data contained therein;
- use the Service to develop a competing product or service, or to benchmark the Service for the benefit of a competitor of Company;
- remove, modify, or obscure any proprietary notices or labels on the Service.

4. Customer Data and Data Processing

4.1 Ownership

As between the parties, Customer retains all right, title, and interest in and to Customer Data. Company acquires no ownership rights in Customer Data.

4.2 Limited License to Company

Customer grants Company a limited, non-exclusive, worldwide license to host, copy, transmit, process, and display Customer Data solely to the extent necessary to provide the Service, enforce these Terms, or comply with legal obligations. Company shall not access, analyze, or use Customer Data for any purpose other than providing and securing the Service.

4.3 Role of the Parties under GDPR

For purposes of the GDPR and equivalent data protection legislation, Customer is the data controller (or processor, where Customer acts on behalf of a third-party controller) with respect to Personal Data submitted to the Service. Company acts as a data processor (or sub-processor) and shall process Personal Data solely on documented instructions from Customer, as further described in the Data Processing Addendum incorporated herein by reference (the “**DPA**”).

4.4 Data Residency

Unless otherwise agreed in writing, Customer Data processed through the cloud-hosted Service is stored and processed exclusively within the European Economic Area. Company will not transfer Customer Data outside the EEA without appropriate safeguards as required by Chapter V of the GDPR.

4.5 Security

Company implements and maintains technical and organizational security measures designed to protect Customer Data against unauthorized access, loss, alteration, or disclosure, in accordance with industry standards and applicable law. A description of such measures is available in the Security Overview, which forms part of the Documentation and is incorporated herein by reference.

4.6 Encryption and Key Management

Customer Data is encrypted at rest using industry-standard algorithms (AES-256-GCM or equivalent). Where the Service is deployed in a configuration supporting customer-managed encryption keys (BYOK), Customer is responsible for the generation, rotation, and safekeeping of its encryption keys. Company shall have no ability to decrypt Customer Data without access to the applicable encryption keys.

5. Fees and Payment

Customer shall pay the fees specified in the applicable order form. Unless otherwise stated, fees are payable in advance, are non-refundable, and are exclusive of all applicable taxes. Overdue amounts bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. Company reserves the right to suspend the Service in the event of payment delinquency exceeding thirty (30) days following written notice.

6. Term and Termination

6.1 Term

These Terms commence on the Effective Date and continue for the Subscription Term specified in the applicable order form, renewing automatically for successive periods of equal length unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term.

6.2 Termination for Cause

Either party may terminate these Terms for cause upon thirty (30) days' written notice of a material breach, if such breach remains uncured at the end of such notice period. Company may terminate immediately in the event of Customer's breach of Sections 3.3 (Acceptable Use) or 7 (Confidentiality).

6.3 Effect of Termination

Upon termination or expiration, Customer's right to access the Service ceases immediately. For a period of thirty (30) days following termination, Company will make Customer Data available for retrieval in a machine-readable format. After such period, Company will delete or anonymize Customer Data in accordance with its data retention policy, except to the extent retention is required by law or for the integrity of on-chain audit records (which by their nature are cryptographic commitments and do not contain Customer Data).

7. Confidentiality

Each party (the "Receiving Party") may have access to confidential information of the other party (the "Disclosing Party"). The Receiving Party shall (a) use Confidential Information solely for purposes of performing its obligations or exercising its rights under these Terms; (b) protect such information using the same degree of care it uses for its own confidential information, but no less than reasonable care; and (c) not disclose Confidential Information to any third party except to its personnel, advisors, and contractors bound by confidentiality obligations no less protective than those set forth herein.

8. Intellectual Property

The Service and all related software, documentation, trademarks, and know-how are the exclusive property of Company or its licensors. No rights are granted to Customer other than those expressly set forth in these Terms. Customer grants Company a perpetual, irrevocable, royalty-free license to use any feedback, suggestions, or recommendations provided by Customer concerning the Service.

9. Warranties and Disclaimers

9.1 Limited Warranty

Company warrants that the Service will perform materially in accordance with the Documentation during the Subscription Term. Customer's exclusive remedy for breach of this warranty is, at Company's option, (i) correction of the non-conformity, or (ii) termination of the Service and refund of prepaid fees covering the remainder of the Subscription Term.

9.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ZK PROOFS WILL BE ACCEPTED BY ANY PARTICULAR REGULATORY AUTHORITY AS A SUBSTITUTE FOR TRADITIONAL COMPLIANCE DOCUMENTATION.

10. Indemnification

Company shall defend Customer against any third-party claim alleging that the Service infringes such third party's intellectual property rights, and shall pay any damages finally awarded against Customer by a court of competent jurisdiction or agreed in settlement, provided Customer gives Company prompt notice and reasonable cooperation. Customer shall defend Company against any third-party claim arising out of (i) Customer Data, (ii) Customer's use of the Service in violation of these Terms, or (iii) Customer's violation of applicable law.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS DO NOT APPLY TO (a) INDEMNIFICATION OBLIGATIONS, (b) BREACH OF CONFIDENTIALITY, OR (c) LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

12. Regulatory Compliance

Customer is solely responsible for determining whether its use of the Service satisfies Customer's obligations under applicable law, including the GDPR, sector-specific regulations (such as PCI DSS, HIPAA, or PSD2), and any national data protection legislation. ZK Proofs generated by the Service are intended to supplement, not replace, Customer's regulatory compliance program. Company makes no representation that any particular regulator will accept such proofs as conclusive evidence of compliance, and Customer assumes all risk associated with reliance on such proofs before any regulatory authority.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of France, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent courts of Paris, France, except that Company may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

14. General Provisions

14.1 Entire Agreement

These Terms, together with any order form, the DPA, and any referenced policies, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written.

14.2 Amendment

Company may update these Terms from time to time. Material changes will be notified to Customer at least thirty (30) days in advance. Continued use of the Service after the effective date of such changes constitutes acceptance.

14.3 Assignment

Neither party may assign these Terms without the prior written consent of the other, except that either party may assign in connection with a merger, acquisition, or sale of substantially all of its assets.

14.4 Force Majeure

Neither party shall be liable for any failure or delay in performance (other than payment obligations) resulting from causes beyond its reasonable control, including acts of God, war, terrorism, pandemic, labor disputes, governmental action, or Internet or blockchain network failures.

14.5 Severability

If any provision of these Terms is held unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

14.6 Notices

Notices to Company shall be sent to legal@datumcloud.net. Notices to Customer shall be sent to the email address specified in the applicable order form.

15. Contact Information

ASS GROUP SARL

Email: legal@datumcloud.net

Website: <https://datumcloud.net>

Jurisdiction: France

— End of Terms of Service —