

PORTAL TERMS OF USE

Hortval customer portal — use by individual users — governed by French law

Version 2.0 — effective as of August 27, 2026

This English translation is provided for convenience only. In the event of any discrepancy or dispute, the French version (« Conditions Générales d’Utilisation du Portail »), available at hortval.com, shall prevail.

Article 1 — Purpose and Scope

These Terms of Use (the “Terms”) govern access to and use of the Hortval customer portal, available on hortval.com (the “Portal”), published by SAFE PIC TECHNOLOGIES, a French simplified joint-stock company (SASU) with a share capital of €16,300, located at 4 Impasse de l’esplanade, 34380 St Martin de Londres, France, registered with the Montpellier Trade and Companies Register under number 504 935 008, EU VAT FR74504935008 (the “Publisher”).

They apply to any individual who signs in to the Portal (the “User”), whether that person subscribed to an offer or was invited by a third party. The Portal is intended for users acting within the scope of their professional activity.

Article 2 — Definitions

Portal — the part of hortval.com reachable after signing in, as opposed to the public pages of the website.

Software — the Hortval software, installed and operated by the customer on its own infrastructure.

Organisation — the commercial entity holding the Licenses, referred to as “Organisation” in the Portal interface and as “Customer” in the Terms and Conditions of Sale.

User — the individual who signs in to the Portal.

License — the right to use the Software subscribed by an Organisation, materialised by a signed license file.

Installation — an instance of the Software declared on the Portal and attached to a License.

Article 3 — Relationship with the Terms and Conditions of Sale

Two distinct contracts, two distinct signatories.

The Terms and Conditions of Sale (the “Sale Terms”) govern the sale: offers, prices, invoicing, subscription term, renewal, the license granted in the Software, and termination. They bind the Organisation, and are accepted by the person who binds it — by creating it, or by obtaining a License for it — through a checkbox separate from the one for these Terms. Article 10 sets out which actions are concerned.

These Terms govern the use of the Portal by an individual. They bind the User, and the User alone.

Accepting these Terms does not create any commitment under the Sale Terms and no payment obligation. The converse also holds: accepting the Sale Terms creates no commitment under these Terms.

These Terms stipulate nothing regarding price, invoicing, subscription term or termination: those matters fall under the Sale Terms, which prevail over any contrary reading of these Terms. They grant no right in the Software — the license to use it is granted by the Sale Terms.

These Terms stand on their own: a User who is not a party to the Sale Terms need not read them to know what binds them.

Article 4 — Acceptance, Version and Evidence

Acceptance of these Terms is required to sign in to the Portal. Without it, sign-in does not complete.

Each version carries a number and an effective date at the head of the document. The Publisher retains the SHA-256 digest of the published file, so that the accepted version can be identified unambiguously, including where the text is subsequently amended.

The following are recorded upon acceptance: the User’s identifier, the version accepted, the timestamp, the IP address and the browser user agent.

The User can retrieve at any time, from the Portal, the version in force and the history of their acceptances: which version, on what date.

A new version calls for a new acceptance, requested at the next sign-in. Previous acceptances are retained.

Article 5 — Portal Access and Authentication

There is no password. Access is obtained by requesting a sign-in link, sent to the User's email address. That link is single-use and its validity is limited in time; once it lapses, another must be requested.

Opening a session requires an explicit action by the User on the confirmation page: following the link is not sufficient.

The User may enable a second authentication factor (TOTP one-time code) from their profile. The Publisher recommends doing so.

Sessions expire automatically after a period of inactivity and, in any event, at the end of a maximum duration. The User may sign out at any time.

The User may at any time request the closure of their account. Closure cannot proceed while they are the sole owner of an Organisation: they must first appoint another, failing which that Organisation's Licenses would become unmanageable. Closure removes their roles and their access; it deletes no License, no Installation and no Organisation, and the acceptance log is retained under the conditions of Article 14.

Article 6 — The Email Address Is the Access Factor

Since there is no password, anyone with access to the User's mailbox can request a link and open a session in their place. The Publisher has no means of distinguishing such a sign-in from a legitimate one.

It follows that the User:

- keeps their mailbox secure, in particular protected by a password of their own and by a second factor where their provider allows it;
- does not forward, publish or share any sign-in link, including with a colleague or with support;
- reports to the Publisher without delay any loss of control over their email address;
- understands that enabling the second authentication factor is the only protection available against use of a compromised mailbox.

Article 7 — What the Portal Does, and What It Does Not

The Portal is used to:

- obtain, renew and download a license file;
- create and administer Organisations, and manage their members;
- declare Software Installations, monitor their status and retire them.

The Portal performs no certification authority function. It does not issue, renew or revoke any certificate: those operations are carried out by the Software, on the customer's infrastructure.

Article 8 — Roles and Scope of Access

A User's rights derive from the roles assigned to them, at two levels.

At Organisation level:

Role	What it allows
owner	administer everything: the Organisation, its members, its Licenses and its billing; the only role that can appoint
admin	the same rights, except appointing an owner
billing	view and amend billing information; on an existing License, change offer and pay; may neither create a License n
member	view the Organisation; on an existing free License, start a trial; no License creation, no administration, no billing

At License level:

Role	What it allows
dev	technical access to non-production environments
ops	technical access to all environments, production included

License roles are purely technical: there is no owner and no administrator at that level. Administrative and billing rights are obtained solely at Organisation level.

Creating a License is reserved to the **owner** and **admin** roles. The **admin** and **billing** roles may commit expenditure on an existing License; they then act on behalf of the Organisation, which answers for it.

The User sees and modifies only what their roles allow.

Article 9 — The License Belongs to the Organisation

A License is attached to an Organisation, never to a person. The User accesses it by virtue of membership of that Organisation, and acquires no right of their own in it.

The Organisation may remove a member at any time. Access then ceases immediately, without notice and without compensation from the Publisher, who takes no part in that decision.

An invited User is not a party to the Sale Terms: they have accepted these Terms only.

A User's departure affects neither the License, nor the Installations, nor the operation of the Software.

Article 10 — Authority to Bind an Organisation

Certain actions on the Portal bind an Organisation: creating it, obtaining a License for it, changing offer, paying. They require acceptance of the Sale Terms, requested separately at the time of the action.

A User who carries out such an action represents that they hold the authority to bind the Organisation concerned. If in any doubt, the User refrains and refers the matter to their Organisation.

The Publisher has no means of verifying that authority. It relies on this representation and on the roles the Organisation itself has assigned.

For as long as a User carries out none of these actions, they are bound by these Terms alone. That is the position of any invited member who merely uses the Portal.

Article 11 — Fair Use of the Portal

The User shall not:

- (i) attempt to access data, Organisations or Licenses for which no role has been assigned to them;
- (ii) circumvent authentication, access control or rate-limiting mechanisms;
- (iii) share their session or their second authentication factor;
- (iv) submit an abnormal volume of requests to the Portal, or automate its use in a manner that degrades its operation for other users;
- (v) hold themselves out under a third party's identity.

Public entry points are rate-limited. Exceeding the limit results in a temporary refusal: this is not a malfunction.

Article 12 — What the Publisher Has No Access To

The Software is installed and operated by the customer, on its own infrastructure. The Publisher does not operate its certification authority, holds none of its private keys, and has access neither to the certificates issued, nor to certificate requests, nor to the names they contain.

The Software operates without any connection to the Publisher throughout the validity of its license file: unavailability of the Portal, or of the Publisher itself, does not interrupt certificate issuance.

Practical consequence: the Publisher can neither consult, nor restore, nor reconstruct those items. Any assistance concerning them requires the customer to supply the necessary information. Backing them up is the customer's responsibility.

Article 13 — Data Transmitted by the Installed Software

On each registration and each renewal, the Installation transmits to the Portal technical data serving two purposes, and those two only.

Measuring the License. These items make it possible to verify that the running configuration remains compatible with the subscribed License:

- the license key;
- the installation key;
- the declared environment (production, development, staging, acceptance);
- the database driver in use;
- the number of configured certification authorities;
- the number of managed servers.

Delivering the license file and providing support. These items do not measure the License:

- the issue date and fingerprint of the current license, both signed by the Portal itself, which allow it to determine whether a new file must be issued;
- the version of the running binary;
- the server hostname, as reported by the operating system;
- the plan under which the Installation is running, as it declares it. This declaration grants no right: it is not verified and determines no authorisation.

These items are **recorded in a contact journal**, together with their timestamp and, where applicable, the reason for a refusal. The IP address from which the call originates is recorded as well — that of a Customer server, not of an individual workstation.

This journal is a **traceability** record: it establishes which license was delivered to which Installation, and when. It further makes it possible to identify the server behind a call when the keys presented match no known Installation — in which case it is the only element that allows it — and to detect the use of one and the same key by several installations.

Entries in this journal are retained for **twelve (12) months**, then deleted.

This enumeration is indicative and may evolve with the Software. **The following guarantee, by contrast, is firm and exhaustive:** the Publisher undertakes not to collect beyond the two purposes above. No certificate, no private key, no issued domain name, no database content, no memory dump, no crash trace, application log or debugging data, and no personal data is transmitted to the Portal. The Software contains no telemetry mechanism and no automatic error reporting to the Publisher.

An installation operated offline transmits nothing: its license file is downloaded from the Portal and installed manually, and the server never calls the Publisher. The foregoing concerns only installations that renew automatically.

This information describes an installation, not a person: it is operational metrics. The hostname and the IP address are those of a Customer server. From the Portal, the Customer may assign each Installation a label of its choosing in order to recognise it; that label belongs to the Customer, is never transmitted by the Software, and it is for the Customer not to place personal data in it.

Article 14 — Personal Data, Hosting and Transit

The processing carried out by the Publisher is described in the privacy policy published on hortval.com, in accordance with Regulation (EU) 2016/679 (GDPR).

The Publisher acts as **data controller** for the processing connected with the Portal.

In connection with the Portal, the Publisher processes the User's email address, their name where provided, their roles, the IP address of their sign-ins, and the log of acceptance of these Terms. Access to the Portal and its security rest on performance of this contract (Article 6.1.b GDPR); the acceptance log rests on the Publisher's legitimate interest in securing evidence that its terms are enforceable (Article 6.1.f).

The Publisher sends the User the messages the service requires in order to work: sign-in link, invitation, notice that a License is about to expire or that a Server has stopped collecting its license file. Those messages form part of the performance of this contract (Article 6.1.b) and are not commercial solicitations. The User may nonetheless switch off those that give notice of an expiry — all of them, one License at a time, or one Server at a time — from their personal area or from the link at the foot of each such message. The others, the sign-in link among them, cannot be switched off.

The Publisher may also write to the User about the Software itself: a new version, documentation, a commercial offer, or a download that went no further. Those messages are commercial solicitations. They are addressed to a person in the course of their professional activity and concern a product related to it; they rest on the Publisher's legitimate interest (Article 6.1.f).

The User may object at any time, unconditionally, without giving a reason and with immediate effect: from their personal area, from the link at the foot of each message, or by writing to contact@hortval.com. That objection has no effect on the messages described in the preceding paragraph, which the service requires in order to work.

Support exchanges — replying to a request from the User, or a notice from the Publisher concerning an Installation — are not commercial solicitations. They form part of the performance of the contract, and objecting to them would defeat their purpose.

Account data is retained under the conditions set out in the privacy policy.

Each acceptance is retained for five (5) years from the day it ceases to be the version in force for the User; the last one, five (5) years after deletion of the account or, failing that, after the last sign-in. Five years is the ordinary limitation period. An acceptance survives deletion of the account, failing which it would no longer prove anything.

The IP address is recorded in the database in two cases: at the time of an acceptance, as evidence of it, and in the sign-in history described below. For rate limiting and abuse protection it is used in memory only. Web server logs, which record incoming requests, are retained for one (1) year for security, abuse detection and diagnostic purposes.

The Portal keeps a history of the User's recent sign-ins — date, IP address, user agent — which they can consult at any time. That history is a security measure: it lets them spot an access they did not make, something no one else is in a position to notice. It is retained for twelve (12) months.

The information described in Article 13 falls under the same regime where it relates to an identifiable person.

The Publisher's infrastructure is hosted in the European Union.

The Portal and the entry points called by the Software are served behind **Cloudflare, Inc.** (United States), which provides network protection, load distribution and caching. Requests transit through it in clear text after TLS termination: originating IP address, headers and call content. An anti-bot mechanism from the same provider protects the public forms and the sign-in confirmation page. Cloudflare acts as a **processor** within the meaning of Article 28 GDPR. This transit constitutes a transfer outside the European Union, based on the EU-US adequacy decision where the provider is covered by it, and in the alternative on the European Commission's standard contractual clauses. A copy of those safeguards may be obtained at contact@hortval.com.

Cloudflare, Inc. is a company incorporated under United States law. As such it may be subject to orders from United States authorities, in particular under the *Clarifying Lawful Overseas Use of Data Act*, including in respect of data processed outside their territory. The Publisher has no means of opposing such orders, nor necessarily of being informed of them. It retains this provider for the protection it affords against denial-of-service attacks and automated abuse, and the exchanges concerned contain neither trade secrets nor sensitive data: on the Software side, operational metrics; on the Portal side, license administration pages.

Rights of access, rectification, erasure, portability, objection and restriction are exercised at contact@hortval.com. The User may also lodge a complaint with the supervisory authority of their State of residence — in France, the Commission nationale de l'informatique et des libertés.

Article 15 — Cookies

The Portal sets three cookies, all strictly necessary to its operation.

Cookie	Role	Scope
<code>ce_session</code>	keeps the session open after authentication	the Portal
<code>XSRF-TOKEN</code>	protects forms against requests forged from another site	the Portal
<code>ce_lang</code>	records the language in which sign-in was requested, so that replies come back in that language	the whole v

The first two are confined to the Portal: the public pages never receive them. The third covers the whole website, because the sign-in form lives on a public page and an error message must come back there in the right language. It holds nothing but `fr` or `en`.

No audience-measurement cookie, no advertising tracker, no third-party cookie — neither on the Portal nor on the public pages. As these three cookies are strictly necessary to provide the service expressly requested by the User, setting them does not require prior consent.

Article 16 — Availability and Evolution of the Portal

The Portal is provided without any availability commitment. The Publisher may interrupt it for maintenance, correction or evolution, endeavouring to limit the disruption caused.

Unavailability of the Portal does not interrupt the Software already installed: it continues to operate on the license file it holds.

The Publisher may change the Portal's features. Commitments made under the Sale Terms are unaffected.

Article 17 — Suspension of a User's Access

The Publisher may suspend a User's access to the Portal in the event of a breach of Articles 6 or 10, or where the security of the service or of another user so requires. The suspension is notified to the email address concerned as soon as reasonably practicable.

Such suspension is individual. It is distinct from any suspension provided for by the Sale Terms, and affects neither the License, nor the Installations, nor the operation of the installed Software.

Article 18 — Intellectual Property

The Portal, its content, its documentation and the Hortval name remain the exclusive property of the Publisher or its licensors. These Terms transfer no ownership and grant no right in the Software.

Article 19 — Liability

The Publisher provides the Portal with the care expected of a professional. It is not liable for:

- the consequences of a failure to secure the User's mailbox;
- actions carried out on the Portal by a User within the limits of the roles granted to them by their Organisation;
- the granting or withdrawal of those roles, which is a matter for the Organisation alone.

The Portal is provided "as is". The Publisher's liability under these Terms, for all damages and on all grounds whatsoever, is limited to compensation for direct damages. Indirect or consequential damages are expressly excluded, including any loss of data, revenue, business or profits. These limitations do not apply in the event of personal injury, gross negligence or willful misconduct, or where their limitation is prohibited by law.

This limitation belongs to these Terms and is not to be confused with the one in the Sale Terms, to which a User who has subscribed to nothing is not a party.

Article 20 — Force Majeure

Neither party shall be liable for any failure resulting from an event of force majeure within the meaning of Article 1218 of the French Civil Code and the case law of the French courts.

Article 21 — Amendment of These Terms

The Publisher may amend these Terms. Any amendment gives rise to a new version, numbered and dated, published on hortval.com, and submitted for the User's acceptance at their next sign-in. Previous versions remain accessible.

Article 22 — Severability and Miscellaneous

If any provision of these Terms is held to be null, unlawful or unenforceable by a court of competent jurisdiction, it shall be deemed unwritten, without such nullity entailing that of the other provisions or of these Terms as a whole, which shall remain in full force and effect. The failure of a party to enforce any provision shall not constitute a waiver thereof.

Article 23 — Governing Law and Jurisdiction

These Terms are governed by French law. Failing amicable resolution, any dispute relating to their validity, interpretation or performance is brought before the court having jurisdiction under the ordinary rules.

SAFE PIC TECHNOLOGIES — SASU with a share capital of €16,300 — 4 Impasse de l'esplanade, 34380 St Martin de Londres, France — SIREN 504 935 008 — Montpellier Trade and Companies Register — VAT FR74504935008 — contact@hortval.com