Terms of sale — professionals

Last updated: 14 October 2026

These terms apply to the sale of campaign packs to a person acting **for the purposes of their professional activity**, such as a coach. The terms of sale for consumers apply to other buyers. This translation is provided for convenience: where it differs, **the French text governs**.

1. Purpose and publisher

These terms of sale (“Professional Terms”) govern the sale by **Data2Insights**, SASU, share capital **1 000 €**, registered office **13 rue de Maubeuge 75009 Paris**, registered with the **RCS Paris** under **SIREN 983 044 652**, VAT number **FR94983044652** (“the Publisher”), of packs of 360° feedback campaigns on the Perspective 360 platform (“the Platform”), to any person acting **for the purposes of their professional activity** (“the Customer”).

- Publication director: **William Thoreau**.
- Contact: **contact at data2insights dot fr**.

The Customer declares that they act in a professional capacity. A buyer acting outside any professional activity is covered by the terms of sale for consumers.

The Platform's terms of use apply in addition.

2. Order and acceptance

The order is placed online: the Customer provides their details and the name of the organization to create, chooses a pack, **accepts these Professional Terms** by ticking the box provided (and, by the same box, declares that they act for their professional activity), then pays on the page of the payment provider **Stripe**. The Publisher neither receives nor keeps card data.

The contract is concluded when the provider **confirms the payment**. A receipt is sent by e-mail; the invoice is made out in the name given at payment (the company name and VAT number the Customer entered on the payment page). The date of acceptance is kept with the order.

3. The service sold

A **pack** gives a number of **credits** (3, 10 or 25). One credit launches **one feedback campaign** with **up to 15 respondents**.

When the payment is confirmed, the Publisher:

- creates, in the name given by the Customer, an **organization** in “configuration 2 — Coach”, in which the Customer is the **coach**;
- pays the pack's credits into the organization's **reserve**;
- invites the Customer, at the e-mail address they gave, to create their access: **the purchase does not by itself create an account**, the address is proved by the link received.

The coach shares the credits among the beneficiaries they invite, takes them back, and creates campaigns, according to the rules in the service's documentation. Individual answers are never communicated to beneficiaries: only an aggregated, anonymized report is published, according to the Platform's anonymity thresholds.

4. Prices, payment and invoicing

Prices are stated **excluding VAT**: pack of 3 campaigns, **€49 excl. VAT**; pack of 10 campaigns, **€149 excl. VAT**; pack of 25 campaigns, **€329 excl. VAT**. The applicable VAT (20% in mainland France) is added; it is not due, under the VAT rules in force, by a Customer established in another European Union member state who provides a valid VAT number.

The price that applies is the one displayed when the order is placed; prices may change at any time, with no effect on orders already paid.

Payment is **due at the time of the order**, by bank card. In accordance with article L. 441-10 of the French Commercial Code, any late payment automatically gives rise to late-payment penalties at three times the legal interest rate, and a flat recovery fee of **€40**. No discount for early payment.

5. Validity of credits

The credits of a pack are **valid for six (6) months from confirmation of the payment**. After that, **unspent**

credits expire, wherever they are: in the organization's reserve or with the beneficiaries to whom the Customer gave them. They are **not refunded**.

Credits that are spent are charged, in order, to the packs that end first, so that the Customer uses first those about to expire. Credits that the Publisher adds to the organization free of charge or commercially do not expire and are never charged to a pack.

A campaign created before a credit expires can be carried through: expiry affects neither a campaign already created nor its report.

The Publisher informs the Customer by e-mail, **thirty days before** the expiry date, of the number of unspent credits and that date. That e-mail is a courtesy: its absence does not extend the credits' validity.

The Customer themselves informs the beneficiaries to whom they give credits of their end date.

6. No right of withdrawal, and refunds

The Customer acting in a professional capacity, the distance sale of a pack does **not** open the right of withdrawal provided by the Consumer Code.

If a defect of the Platform prevents the use of credits bought, the Customer may ask for their refund or replacement at the contact address. Credits already spent, or expired, are not refundable, except for a defect attributable to the Publisher.

7. The Customer's obligations

The Customer is **responsible for the lawfulness of their approach** towards the people whose feedback they collect and, where applicable, their representatives. In particular they undertake to:

- inform beneficiaries and respondents of the purpose of the campaign and of how their answers are processed, with the appropriate legal basis;
- ask only people they are entitled to ask, and not use the Platform for harassment, discrimination or any purpose foreign to professional feedback;
- not try to identify the author of an answer or to get around the Platform's anonymity measures or thresholds;
- keep their credentials confidential, and report any unauthorized access without delay;
- not assign or sub-license access to the service.

8. Confidentiality of feedback

The Publisher undertakes that the confidentiality rules described on the “Who sees what” page are those of the service: a beneficiary never has access to individual answers; the coach's access to more detailed information is subject to the campaign's rules and is traced; a Platform administrator does not access individual answers outside the audited exceptional-access mechanism.

9. Personal data

For the data of beneficiaries and respondents that the Customer collects through the Platform, **the Customer is the controller and the Publisher is its processor**, within the meaning of article 28 of Regulation (EU) 2016/679. The parties agree on the data processing agreement in the **annex** to these terms.

For the running of the service itself (accounts, authentication, security logs, backups, invoicing), the Publisher is the controller, as stated in its privacy policy.

10. Intellectual property

The Publisher keeps all rights in the Platform, its default questionnaires, its model reports and its documentation. For the duration of validity of their credits and access, the Customer has a **personal, non-exclusive and non-transferable** right to use the Platform for their professional needs. The questionnaires the Customer writes and their reports belong to them.

11. Liability

The Publisher has an **obligation of means**. It is not liable for the content of the feedback given by respondents, nor for the use the Customer makes of the reports, nor for the decisions taken as a result.

Within the limits permitted by law, and save for gross negligence or wilful misconduct, the Publisher's liability is limited, all damages combined, to the **amount, excluding VAT, paid by the Customer for the pack giving rise to the damage**. Indirect damages (loss of business, harm to reputation, loss of clientele) are not compensated.

12. Availability

The service is provided without a guarantee of uninterrupted availability. Interruptions, planned or not, may occur; the Publisher endeavours to limit them and to inform the Customer when they can be foreseen.

13. Term, suspension and termination

The contract lasts as long as credits of the pack are valid or the organization exists. The Publisher may **suspend** access if the Customer breaches article 7, after informing them, and **terminate** it by operation of law if the breach is not remedied within fifteen (15) days. Termination for the Customer's breach gives no right to a refund.

At the end of the contract, data is kept or deleted as set out in the annex.

14. Force majeure

Neither party is liable for a failure due to force majeure within the meaning of article 1218 of the French Civil Code.

15. Changes to these terms

The Publisher may change these terms. The terms that apply to an order are those in force on the date of the order.

16. Governing law and disputes

These Professional Terms are governed by **French law**. Failing an amicable settlement, **the Paris commercial court** has sole jurisdiction, including in the case of several defendants or a third-party claim.

Annex — Data processing agreement (GDPR article 28)

A. Subject matter, duration, nature and purpose. The processor (the Publisher) processes personal data on behalf of the controller (the Customer) in order to **collect, anonymize, aggregate and return professional feedback** within the campaigns the Customer creates on the Platform. The agreement lasts as long as the Customer uses the Platform and data from their campaigns is kept there.

B. Data subjects and categories of data.

- **Data subjects**: beneficiaries (the people assessed), respondents (the people asked), and the Customer's coaches and administrators.
- **Data**: identity and e-mail address of beneficiaries and respondents, declared relationship to the beneficiary, answers and free comments, aggregated reports, audit logs. **The Platform asks for no sensitive data**; the Customer makes sure their questionnaires do not collect any.

C. The processor's obligations. The processor:

- processes the data only **on the Customer's documented instructions**, including for transfers outside the European Union, unless required by law;
- ensures that the persons authorized to process the data are bound by **confidentiality**;
- implements **appropriate security measures**, including: strict separation of respondents' identity from their answers, isolation of organizations from one another at the database level, application of an anonymity threshold before any publication, encryption of communications and backups, logging of sensitive access, and no raw answer in technical logs;
- **engages another processor** only under the conditions of point D;
- **assists** the controller, by appropriate technical and organizational measures, in responding to requests to exercise data subjects' rights (access, rectification, erasure, restriction, objection), and with impact assessments and prior consultations;
- **notifies** the controller of any personal data breach **without undue delay** after becoming aware of it, with the information they need to meet their own obligations;
- at the end of the contract, **deletes or returns** the data at the Customer's choice, and destroys existing copies, unless the law requires them to be kept. Failing a choice, raw answers are deleted at the end of the campaign's retention period (365 days by default, from 7 days to 10 years at the Customer's choice);
- makes available the information necessary to demonstrate compliance with its obligations and allows **audits**, including inspections, carried out by the Customer or an auditor they appoint, subject to reasonable notice, confidentiality and the interests of other customers.

D. Sub-processors. The Customer gives **general authorization** for the use of the sub-processors listed on the Platform's **Sub-processors** page (hosting of the database and of authentication, application hosting and backups, sending of transactional e-mails, online payment and, when the Customer enables it, a language-

model provider). Any change is **published on that page** before it takes effect; the Customer may object for a legitimate reason. The processor imposes the same data protection obligations on each sub-processor and remains liable to the Customer for their performance.

E. Transfers outside the European Union. Where data is processed outside the European Union by a sub-processor, the transfer is covered by **standard contractual clauses** or any other appropriate safeguard provided by the Regulation.

F. The Customer's responsibility. The Customer remains responsible for the **lawfulness** of the collection, for informing the data subjects, and for setting their campaigns' retention period.