

1 COZY CLOUD TERMS OF SERVICE [ToS]

1.1 WHY "CLEAR AND UNDERSTANDABLE" TERMS OF SERVICE?

We really value your trust in us. Transparency is a core value here at COZY CLOUD, and we believe it begins by clearing up any doubts about our reciprocal commitments. We will therefore formulate these commitments as clearly as possible in our "clear and understandable" Terms of Service for the Cozy Service.

1.2 NO TRICKS

We aren't taking any shortcuts. Our "clear and understandable" Terms of Service for the Cozy Service prevail over the detailed ToS for the Cozy Service, which specify all rights and obligations for both you and COZY CLOUD in more complex *legalese*.

In the event of a contradiction between the two documents, the "clear and understandable" Terms of Service for the Cozy Service shall prevail. That means no nasty surprises if you only read the "clear and understandable" Terms of Service for the Cozy Service .

To use the Cozy Service, you must first accept these "clear and understandable" Terms of Service.

OK I accept the Terms of Service [ToS] for the COZY CLOUD Service, **which include the** "private" data protection policy for Cozy Service **users**.

To read COZY CLOUD's personal data protection policy, click here:

- "Private" data protection policy for Cozy Service users
- Protection of your personal "client" data: COZY CLOUD must handle some personal "client" data about you
- INFORMATION ON YOUR RIGHT TO OBJECT TO COMMERCIAL COMMUNICATION / PROFILING

If you would like to increase your Cozy Server's storage, you must accept the "Special Terms of Service for COZY CLOUD PREMIUM Service" and pay the price for this specific COZY CLOUD service.

2 "CLEAR AND UNDERSTANDABLE " TERMS OF SERVICE FOR THE COZY SERVICE

2.1 "CLEAR AND UNDERSTANDABLE" ToS - WELCOME TO COZY!

Before we get started, we'd like to thank you for joining the Cozy community. In this document, COZY CLOUD is the company that operates the Cozy Service.

COZY CLOUD's mission is to ensure you can control your personal data and how this data is used by third parties. The Cozy Service allows you to

exercise your right to personal data portability/recovery ([Art.20 GDPR](#) and Art.L.224-42-1 Consumer Code).

2.2 "CLEAR AND UNDERSTANDABLE" ToS - WHO IS COZY CLOUD?

The Cozy Service is provided by COZY CLOUD SAS, whose registered office is located at 158 rue de Verdun 92800 Puteaux, and whose professional identification number is 789 037 678 RCS Nanterre.

2.3 "CLEAR AND UNDERSTANDABLE" ToS - THE "COZY SERVICE"?

2.3.1 This freemium service ALSO belongs to you.

If you follow COZY CLOUD on Twitter, you must have read *"If it's free, you're the product!"*. At COZY CLOUD, the objective that drives us day in day out is the opposite: we want you to be able to take control of your personal data. The current Cozy Service is a "freemium" version (it's free) with a "private" data storage limit. Our "Premium" Service allows you to increase your storage and enjoy additional functions. To subscribe to the COZY CLOUD Premium Service, you must accept the service's special terms which you can read by clicking here: "Special terms of service for the COZY CLOUD PREMIUM Service".

The Cozy Service includes access to the Cozy personal cloud platform (the Cozy "Software/Stack") as well as several apps available on the Cozy marketplace; some apps have been developed by COZY CLOUD and are included as standard: Cozy Drive, Cozy Photos, Cozy Collect, Cozy Settings, Cozy Banks, Cozy Health, Cozy Contact, Cozy Calendar and Cozy Store. By accepting the "Terms of Service for the COZY CLOUD service" ("Clear and understandable" terms of service for the Cozy Service + the detailed ToS for the Cozy Service), you accept marketplace-specific conditions, which you can read by clicking on this link: "Detailed ToS - COZY CLOUD marketplace".

2.3.2 Cancellation right

If you use the Cozy Service for personal use, you are a consumer as defined in the Consumer Code ([introductory Art.](#)). You are therefore entitled to cancel ([Art. L.221-18 to L.221-28 of the Consumer Code](#)) within a period of fourteen (14) days from the date of access to your Cozy Server, without providing a reason or paying penalties, by sending a registered letter to the COZY CLOUD postal address, or an email to [\[privacy@cozycloud.cc\]](mailto:privacy@cozycloud.cc). Anything you paid anything in advance to COZY CLOUD will be reimbursed in full.

2.3.3 Future (potential) changes to terms of service

Should COZY CLOUD modify the terms of service for the Cozy Service, COZY CLOUD will again request your consent.

As the terms of service for the Cozy Service constitute an agreement between you and COZY CLOUD (Art.1110 [new] of the Civil Code), you have the right to request the legal cancellation of any clauses that are clearly imbalanced (Art.1171 [new] of the Civil Code).

2.3.4 Conditions specific to certain functions / options

Please be aware that some services or options offered by COZY CLOUD may be subject to Special Terms of Service (our Premium service for example), which you must accept before using. These Special Terms of Service shall prevail over the terms of service that you previously accepted. Legally, we can't do otherwise.

2.4 "CLEAR AND UNDERSTANDABLE" ToS - COZY CLOUD ETHOS

2.4.1 Our values

The Cozy Service has been developed on the basis clear values and an vision for digital technology. Use of the Cozy Service therefore promotes this unique vision:

- (i) respect for privacy is at the heart of our approach and Service. Retaining control of your private life is therefore the only way you can guarantee a balance between your various digital services and the service we offer;
- (ii) we are committed to transparency for our Software as well as your use of "private" personal data via the Cozy Service;
- (iii) we value the open source nature of the Cozy Software/Stack, which is essential
 - to trust ("You will stay because you can leave");
 - to security (no black box, users can verify and publicly comment);
 - and to service ecosystem development ("hackability");
- (iv) we aim to provide the best possible service, both in terms of ease of use and security; our goal is to prevent intrusions into your Cozy Server and any unauthorized use (without your prior consent) of your "private" personal data.

In terms of the "client" personal data which COZY CLOUD needs to provide you with the Cozy Service, you can click on the link "ToS - Personal "client" data - Your rights in terms of your COZY CLOUD personal "client" data [[http link](#)] to access all of your GDPR rights (even when you're a "client" of the COZY CLOUD "freemium" version). Details on personal data collected by COZY CLOUD when you are a COZY CLOUD client can be found at this link: "Protecting your personal "client" data: COZY CLOUD must handle some personal "client" data about you".

2.5 "CLEAR AND UNDERSTANDABLE" ToS - YOU'RE HOME!

2.5.1 Cozy is a "personal cloud" that stores your "private" data

- 1 ANY data that you use on your Cozy Server is your personal data. For COZY CLOUD, this is your "private" data. To check all GDPR provisions applicable to your "private" data stored in your Cozy Server, click here: ""Private" personal data protection policy for Cozy Service users".
- 2 You are the only person with access to your "private" data; this data is not shared with any other service provider unless you give explicit (clear) prior consent to this service provider. And even after you've given your consent, you can change your mind at any time and ask that your "private" data no longer be used by this service provider.
- 3 You can store, sync and share any "private" data that you like. From the Cozy marketplace, you can install apps that thanks to the Cozy Software (also called "Cozy Stack") allow you to visualize, use and cross-reference your "private" data at your discretion. Third party applications provide some specific services to COZY CLOUD; developers of these apps comply with the "Detailed ToS - COZY CLOUD marketplace", whose conditions you accept when you agree to the "Terms of Service for the COZY CLOUD service".

2.5.2 Your "private" personal data belongs to you. Really.

- 1 You alone own your Cozy Service "private" personal data and any automatic COZY CLOUD back-ups. This is really your "private" data, as you're acting in the context of purely personal or household activity (GDPR Art. 3).
- 2 Any use of your "private" data by a third party requires your explicit prior consent. You are free to delete, modify, copy and share your "private" data using the Cozy Service for as long as you like.

2.5.3 You decide who uses your "private" data, as well as when and how.

- 1 Permissions: The apps you install can only access your "private" data by asking permission to

access that data. You can either grant or refuse permission.

2 Type of access: the Cozy platform distinguishes between:

- (i) "local" access to your "private" data (access to "private" data via an app installed on your Cozy, including data managed by other apps also installed on your Cozy)
- (ii) access allowing information to be transmitted "outside" your Cozy. According to licencing conditions that you must accept, an app publisher agrees to externally transmit only "private" data for which the publisher has obtained your permission to transmit "externally".

3 Access verification for transmission

Even if it only plays a minor role, local data access is of course ensured by the Cozy Stack. For example, it's not really a question of whether an app (available on the marketplace that you decided to install on your Cozy) accesses your "private" contact data, but rather whether you can control "external" transmissions of your "private" data. The Cozy Service is therefore designed to allow you to distinguish between these 2 types of access, and independently control "local" access and "external" "private" data transmissions. Third party apps are verified by members of the COZY CLOUD community; COZY CLOUD is committed to helping all Cozy users identify malicious apps. Our aim: what should stay in your Cozy stays in your Cozy.

2.6 "CLEAR AND UNDERSTANDABLE" ToS - WHAT COZY CLOUD GUARANTEES WHEN YOU USE THE COZY SERVICE.

2.6.1 "You will stay because you can leave"

COZY CLOUD guarantees:

- (i) data portability/recovery should you decide to quit COZY CLOUD (which would be sad for us), allowing you to exercise your right to portability for all of your data (good news for you) as specified in Article 20 of the GDPR and Article L.224-42-1 of the Consumer Code. It's precisely because you can leave us that you will trust us and stay!
- (ii) not to use or communicate your "private" data without your prior consent; the Cozy Service is and will remain a service founded on the COZY CLOUD open-source "stack" software: you can copy, modify (and improve!) our software's source code. Open source guarantees the transparency of the Cozy Service: it can always be verified, in compliance with the terms of service of the COZY CLOUD open-source software licence, accessible online here: (insert link).

2.6.2 "Private" data breach/leak

COZY CLOUD will always inform the French national data protection authority (Commission Nationale de l'Informatique et des Libertés, CNIL) or European authority in the event of a Cozy Service security breach, and will in any case inform you of any such problem, even if not required by law. Details of COZY CLOUD's obligations in this regard are specified in the article "ToS - "Private" personal data protection - COZY CLOUD is responsible for the security of a USER's "private" personal Data".

2.7 "CLEAR AND UNDERSTANDABLE" ToS - COMMUNITY AND SUPPORT

2.7.1 Tools available to COZY CLOUD community members

COZY CLOUD provides all Cozy Service users with a number of tools (forum, IRC, GitHub) allowing users to communicate, help each other and improve the Cozy Service and Cozy Software. We also provide official support tools (e-mail, Twitter, documentation).

2.7.2 No "private" data back-ups if you're self-hosting

If you decide to self-host your Cozy, you alone are responsible for backing up your "private" personal data and for the security of your Cozy Server.

Now it's time to talk about our respective responsibilities.

2.8 "CLEAR AND UNDERSTANDABLE" ToS - OUR RESPONSIBILITIES... AND YOURS!

At COZY CLOUD, we think that we each have our own responsibilities. Let's start with COZY CLOUD's!

2.8.1 COZY CLOUD responsibilities

1 We make every effort to develop a high performance and easy to use software platform (the Cozy "stack"). COZY CLOUD is therefore committed to providing you with a high quality Service, in the context of a best efforts obligation. In other words, as a professional service for hosting personal data, COZY CLOUD will act in compliance with industry best practices, and do its utmost to fulfil its professional obligations.

2 As the Cozy Service operator, COZY CLOUD's primary activity *"supplies goods or services remotely by electronic means"* (Art. 14 of the June 21 2004 LCEN n°2004-575). By law, COZY CLOUD is solely liable to each Cozy Service user; this includes hosting or backing-up your "private" data, even when these specific services are fulfilled by a third party sub-contracted by COZY CLOUD.

3 In terms of your "private" data, you are solely responsible for the end use (what you want to do with your "private" data) and means (the price/time you are willing to pay/spend to collect and process your data) of processing this personal data. COZY CLOUD is only a technical sub-contractor for processing your "private" data.

4 Obviously, COZY CLOUD will not use all or part of your "private" data for its own benefit or the benefit of anyone else.

5 Should you use the Cozy Stack (the Cozy platform Software) or the apps developed and offered by COZY CLOUD on the Cozy marketplace, you must comply with the terms of service of each of these software applications. You must therefore read and accept these terms of service prior to using the software. Your "private" data is stored in the CouchDB software, subject to an Apache license.

6 CAUTION, some apps available on the Cozy marketplace are neither developed nor verified by COZY CLOUD. Prior to using these apps, you must accept the terms of service issued by the publishers of these apps.

7 As the Cozy Service operator, COZY CLOUD is committed to ensuring the secure storage and transfer of "private" data processed the apps, even when these apps are developed/offered on the Cozy marketplace by a developer/publisher other than COZY CLOUD. COZY CLOUD will implement all security measures specified in GDPR Article 32, taking into account the *"state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons"*.

8 Concretely, in the event of a Cozy user suffers a security breach or "private" data leak, COZY CLOUD will act immediately to fix the breach/leak in question, even if COZY CLOUD is not the developer/publisher of the app that violated the personal data security.

2.8.2 COZY CLOUD limit of liability

1 COZY CLOUD cannot be held liable for problems related to your internet access. You must ensure that your internet connection meets your own requirements; COZY CLOUD cannot help you with this, other than recommending a "Fiber" rich diet. It seems this helps to process your "private" data.

2 The maximum compensation that COZY CLOUD may be required to pay should COZY CLOUD breach its obligations shall be equal to the amount you paid COZY CLOUD for all Services subscribed to over the course of the past twelve (12) months. Details of liability and compensation offered by COZY CLOUD are specified in the article "Detailed ToS - Liability and insurance".

3 Should an instance of "Force majeure" prevent COZY CLOUD from providing you with the Cozy Service, COZY CLOUD's obligations will be suspended. If this lasts for more than thirty (30) consecutive days, you may terminate your subscription to the Cozy Service and recover all of your "private" data. COZY CLOUD will have this same right, subject to the same conditions, and must return your "private"

data. All of your "private" personal data. Without keeping a copy.

2.8.3 Your obligations and responsibilities

1 If you use the Cozy Service, you adhere in full and without reservations to the COZY CLOUD Terms of Service, and if applicable, to the Special Terms of Service for the Premium Service.

2 In the event of a serious breach of the COZY CLOUD Terms of Service (breach of law, our terms of service, our ethos, or specific terms of service for a particular service, etc.), we reserve the right to immediately suspend your access to your Cozy Server, and subsequently terminate any Cozy Services that you have used. Should COZY CLOUD have to take this extreme step, all of your "private" data would obviously be returned to you.

2.8.4 Cases in which COZY CLOUD cannot be held liable towards you

COZY CLOUD cannot be held liable should you:

- (i) damage (intentional or accidental on your part) the Cozy Service, the Cozy Software or apps accessible from the Cozy marketplace;
- (ii) make poor use of your computer; any fault, neglect, omission or failure on your part in accessing or using your Cozy Server (failure to respect the terms of service, to implement instructions from COZY CLOUD, etc.);
- (iii) illicitly disclose or use the password to access your Cozy Server;
- (iv) fault, neglect or omission by a third party over which COZY CLOUD has no power of control or surveillance, for example the service provider/supplier/publisher of third-party apps;
- (v) be subject to a request for the temporary or definitive interruption of the Cozy Service by an administrative or legal authority;
- (vi) partially or completely destroy information transmitted or stored in your Cozy due to errors in using your account or your computer for which you are directly or indirectly responsible.

2.9 "CLEAR AND UNDERSTANDABLE" ToS - END OF YOUR CONTRACT WITH COZY CLOUD AND RIGHT TO PORTABILITY: RETURNING YOUR "PRIVATE" DATA

At the end of your service agreement with COZY CLOUD, you have the right to recover all of your "private" data. In relation to COZY CLOUD, you have a right to portability as defined in the GDPR and the 7 October 2016 law "for a digital Republic" (Art.L.224-42-1 of the Consumer Code) for all "private" data that you use via the Cozy Service.

COZY CLOUD shall provide you with a simple mechanism to download your "private" data in a structured format. Once you have completed this data export to your own device or an alternative service of your choice, COZY CLOUD will ask you to confirm that you wish to definitively delete your "private" data stored on your Cozy Server.

Upon receiving your confirmation, COZY CLOUD will delete all of your "private" information as well as any back-ups that COZY CLOUD may have processed at your request by using the Cozy Service.

COZY CLOUD will not provide any further services in application of reversibility, as COZY CLOUD is not required to ensure service continuity (although the export mechanism allows a USER to organize his or her own continuity of service).

CAUTION: If the USER has not exercised its right to portability within 12 months after the suspension of the Premium Service due to the USER's failure to pay, and this after COZY CLOUD has sent a reminder email to the USER, all of the USER's "private" data stored under the Premium Service will be deleted from the USER's Cozy Server.

2.10 "CLEAR AND UNDERSTANDABLE" ToS - APPLICABLE LAW- CONSUMER OMBUDSMAN - JURISDICTION

1 As COZY CLOUD is a French company that provides its services thanks to servers located in France, French law applies!

2 In compliance with the provisions of Articles L.616-1 and R.616-1 of the Consumer Code, as a Cozy Service user, and "*when a dispute cannot be resolved*" in the context of a complaint addressed directly to COZY CLOUD, you have the right to file a complaint with the relevant Ombudsman at the following URL: <https://www.economie.gouv.fr/mediation-conso/saisir-mediateur>.

3 If you are a professional who has subscribed to the Cozy Service, you accept that in the event of a dispute between you and COZY CLOUD, the competent court is the Commercial Court of Nanterre.

4 If you have subscribed to the Cozy Service as a private individual, you are a consumer as defined by French law; in the event of a dispute with COZY CLOUD that cannot be resolved by the intermediary of the consumer Ombudsman, you can refer the matter to the competent court in the location where the injury caused by COZY CLOUD was suffered (lower or higher court where you are resident for example), or the Tribunal d'instance or Tribunal de grande instance of Nanterre (where COZY CLOUD has its registered office).