Tonaily

General Terms and Conditions

American English version

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GROUPE GARAN · tonaily.com · contact@tonaily.com

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1 Scope and service provider

These Terms of Service govern the Tonaily platform at tonaily.com and app.tonaily.com (the "Service"). The Service is provided by GROUPE GARAN, a French SAS registered under SIREN 953 558 582, with share capital of EUR 100, registered with the Paris Trade and Companies Register, and with its registered office at 200 rue de la Croix Nivert, 75015 Paris, France ("Tonaily", "we" or "us").

The Service is available to professional customers and consumers. A consumer is a natural person acting for purposes outside their trade, business, craft or profession. Mandatory consumer protections apply whenever you qualify for them, regardless of how your account is labeled. Protections applicable to non-professional customers are also preserved.

These Terms and their annexes govern free accounts and paid subscriptions. Before creating an account or confirming a paid order, you are asked to expressly accept the applicable version of these Terms. The subscription contract is concluded when you confirm the paid order with an obligation to pay and Tonaily confirms it. If you act on behalf of an organization, you confirm that you are authorized to bind it. The plan, price, billing period, features and limits shown before confirmation form part of your order. We provide the terms and paid order confirmation in a format you can save.

A non-professional customer is a legal entity acting for purposes outside its professional activity. References in these Terms to non-professional customers have that meaning. The plan description accepted at the time of the order takes precedence over a later general website description for the features and limits of that order. Mandatory law takes precedence over these Terms.

2 The Service and changes to features

Tonaily provides tools for keyword and competitor research, content planning and generation, traffic estimates, Search Console performance tracking and AI visibility monitoring. Depending on your plan, it may also include CMS publishing, team access and agent integrations. Your plan description and order confirmation specify the features, quotas and technical requirements included in your subscription.

Search volumes, traffic forecasts, scores and AI visibility results are estimates or observations based on the sources and methods available at the time. Tonaily does not promise a particular search ranking, amount of traffic, revenue or appearance in an AI answer. This does not affect our obligation to provide the agreed Service with reasonable care and in accordance with applicable conformity requirements.

We may update the Service to maintain security, comply with law, correct defects, preserve compatibility with supported third-party services or improve functionality. We will explain significant changes and their effective date by email reasonably in advance, except where urgent security or legal requirements prevent advance notice.

For consumers, updates beyond those needed to maintain conformity will be made without additional cost. If an update negatively affects access to or use of the Service, we inform you reasonably in advance on a durable medium of its features, timing, and your right to refuse it or, where possible, uninstall it. If the impact is more than minor, you may terminate without charge within the thirty-day period provided by Article L224-25-26 of the French Consumer Code, calculated from the later of the notification or the update. That termination remedy does not apply if we offer to maintain a conforming version without the update.

We will not remove an essential feature of a prepaid plan during its paid period without your agreement or an applicable legal basis. If we permanently discontinue the agreed paid Service, we will notify you and refund the prepaid amount attributable to the period that will not be provided, without limiting any additional rights available under applicable law.

Access requires an internet connection and a compatible browser. Additional technical requirements and supported integrations are identified in the relevant feature description before you order. A connection to a third-party service also requires an account and the necessary permissions for that service. Features announced as being rolled out are included only when expressly identified as available in your plan.

3 Accounts and authorized users

You must provide accurate account information and keep your passwords, access tokens and integration credentials secure. Manage the permissions granted to invited users and agents, and contact us promptly if you suspect unauthorized access.

You are responsible for instructions given by you or users and agents you authorize, within the permissions you grant. This does not exclude Tonaily's responsibility for failures in its own security or permission controls.

You must be at least 16 years old to use the Service. Users under 18 must have permission from their parent or legal guardian. A paid subscription for a minor must be taken out by their parent or legal guardian.

4 Prices, subscriptions, and payment

Before you place a paid order, we display the plan, total amount payable, applicable taxes, billing frequency, renewal conditions and included features and limits. Consumer prices are shown inclusive of applicable taxes. Professional prices may be shown exclusive of taxes where clearly identified. Payments are processed by Stripe.

Monthly subscriptions run for an indefinite duration and are billed in advance each month. You may cancel at any time, with cancellation taking effect at the end of the current monthly billing period. Annual subscriptions are entered into for twelve months and renew for further twelve-month periods unless you cancel before the renewal date. The full annual amount and renewal date are shown before confirmation; a monthly equivalent shown for an annual plan is not a monthly payment option.

You authorize recurring charges for the subscription you select. You may cancel online through the subscription cancellation function, and may also contact contact@tonaily.com for assistance. We confirm receipt and the effective cancellation date by email. Unless a statutory right, a breach of contract or another provision of these Terms gives you a refund entitlement, ordinary cancellation does not result in a refund for the remainder of the current paid period.

For annual subscriptions of consumers and non-professional customers subject to automatic renewal, we send a dedicated email between three months and one month before the deadline for refusing renewal, showing that deadline in a clearly visible box. If the required notice is not sent, you may terminate free of charge at any time after renewal. Amounts prepaid after that renewal are reimbursed within thirty days after termination, less the amount corresponding to the Service provided until termination. Late refunds accrue interest at the statutory rate. The applicable statutory provisions are reproduced in Annex 3.

Your plan's monthly quotas renew each calendar month and unused quotas do not roll over. Permanent capacity limits are identified in the plan description. Usage requested through an authorized integration counts toward the same plan limits. Before you confirm a plan change, we display its effective date, the new limits and any prorated charge or credit. No additional paid usage is charged without your prior agreement.

Any increase in subscription price applies only to a future monthly billing period or a future annual renewal, after we have notified you by email at least one month in advance. It does not change the price of a paid period already in progress. You may refuse the new price by canceling before it takes effect. Mandatory consumer rights, including withdrawal and legal guarantees, take precedence over this section.

4A Consumer right of withdrawal

If you subscribe to a paid plan as a consumer, you may withdraw from the subscription without giving a reason within fourteen days of the contract being concluded. The day of conclusion is not counted. The period expires at the end of the fourteenth day; if that day is a Saturday, Sunday, public holiday or non-working day, it is extended until the end of the next working day.

To exercise this right, send a clear statement to contact@tonaily.com or to GROUPE GARAN, 200 rue de la Croix Nivert, 75015 Paris, France, before the deadline. You may use the model withdrawal form in Annex 1, but doing so is optional. You may also use the free online withdrawal function directly accessible from the Service during the applicable withdrawal period. We promptly acknowledge an online withdrawal by email, including the content, date, and time of the request.

If you want the paid Service to start during the withdrawal period, we collect your express request separately. Starting access, generating a first article, or using part of a quota does not by itself remove your right of withdrawal or constitute full performance of a continuous subscription. Where you withdraw after expressly requesting early performance and receiving the required information, you may be charged only the proportionate amount for the Service actually provided up to your withdrawal, as permitted by Article L221-25 of the French Consumer Code. For this continuous subscription, that amount is calculated in proportion to the elapsed Service time relative to the agreed price for the contractual period. If the required request or information was not collected, no amount is due for that early performance. The right of withdrawal is lost only if the contracted service has been fully performed before the deadline and all statutory conditions for that exception have been met.

We reimburse the amount due without undue delay and no later than fourteen days after receiving your withdrawal, using the original payment method unless you expressly agree to another method, without an additional fee. Ordinary subscription cancellation and statutory withdrawal are separate requests; the cancellation rules in section 4 do not restrict this right. Nothing in this section limits an extended withdrawal period or another remedy required by law when the required information was not provided.

5 Integrations and personal data

You may connect Google Search Console through OAuth for features requiring Search Console data. This connection gives Tonaily read-only access to the properties and performance data covered by the permissions you grant. We use and retain Google user data as described in our Privacy Policy and in accordance with the Google API Services User Data Policy, including its Limited Use requirements.

You may disconnect Search Console in Tonaily or revoke access through your Google account. Features requiring that access will stop working. Search Console data is deleted within thirty days after disconnection or account deletion, as described in our Privacy Policy.

Other integrations, including CMS connections and agent tools, operate within the permissions you grant and the capabilities described in the Service. You must have authority to connect the relevant site or account and authorize the requested actions. You may withdraw those permissions through the relevant integration settings. Revocation prevents new authorized actions; it does not automatically undo actions already completed.

Tonaily processes account administration and other personal data for which it determines the purposes and means as a controller, as described in the Privacy Policy. Where Tonaily processes personal data solely on your behalf and in accordance with your instructions and the GDPR applies, the Data Processing Annex at the end of these Terms governs that processing. The content license in section 7 does not authorize any processing contrary to that annex, the Privacy Policy or the rules governing Google user data.

AI-assisted features use the following providers, according to the feature requested: Claude by Anthropic, ChatGPT by OpenAI, Gemini by Google, and Grok by xAI. The data sent is limited to what is needed for the requested operation. Personal data processing remains subject to applicable law, the Privacy Policy, and, where Tonaily acts as your processor, Annex 4. The specific restrictions on Google user data take precedence over general provisions on AI processing.

6 Acceptable use

You must use the Service lawfully and within the access rights and plan limits granted to you. You must not:

- Use the Service for an unlawful purpose or to infringe another person's privacy, intellectual property, or other rights.
- Attempt to gain unauthorized access to the Service, another customer's account, or the underlying infrastructure, or interfere with their security or operation.
- Circumvent quotas, access controls, or security measures, or extract data beyond the permitted features or documented integration capabilities.
- Reverse engineer protected elements of the Service, except where mandatory law expressly permits it.
- Resell access to the Service without our written permission. This does not prevent you from using content you lawfully obtain for your own business or client work within your plan.
- Generate or publish unlawful, defamatory, fraudulently misleading content, or content that infringes third-party rights.

Any suspension or termination for breach of these rules is subject to section 11. The rights expressly permitted by law, these Terms, and the documented integrations remain available.

7 Intellectual property and customer content

The Tonaily platform, brand, code, design, and documentation belong to GROUPE GARAN or its licensors. These Terms grant you a non-exclusive right to use the Service for the agreed duration and within your plan. Other rights in the platform are reserved.

Your materials and outputs: You retain the rights you hold in the materials you upload or provide to Tonaily. You must have the rights and permissions needed for those materials and the uses you request. As between you and Tonaily, we do not claim ownership of your materials or generated outputs. To the extent Tonaily holds rights in an output, we grant you a worldwide, non-exclusive, royalty-free license, for the duration of those rights, to use, reproduce, publicly display, perform and communicate to the public, adapt, translate, distribute and publish that output, including commercially. This grant does not include Tonaily's platform or third-party rights we cannot license.

Generated outputs may be similar to outputs provided to others and may not qualify for copyright protection. These Terms do not promise exclusive rights in every output or remove third-party rights.

You grant Tonaily a non-exclusive license, limited to operating the Service and completing its lawful return or deletion obligations, to host, copy, process and adapt your materials and outputs, transmit them to the service providers required for the requested features, and publish them to destinations you authorize. Personal data and Google user data remain subject to section 5 and the Data Processing Annex. We keep non-public customer materials confidential and require appropriate confidentiality commitments from persons and processors permitted to access them.

8 AI outputs and automated actions

Tonaily uses AI and other automated systems to assist with content creation and analysis. Outputs can contain factual errors, outdated information or material requiring rights clearance. Review and edit outputs before publication and check their suitability for your intended use.

CMS publication takes place only following a publication instruction or an automatic publication setting you authorize. Where you enable automatic publication, you authorize the Service to publish content within the selected settings without an additional approval for each item. Automatic publication is disabled by default. You may disable an enabled setting for future publications. Social media posts are published by you unless a separate supported publishing feature is expressly authorized.

Agent integrations may read data or request the supported actions within the access scope you grant. Providing an agent with access may make that data available to the agent provider you select, whose own terms and privacy rules also apply. For the Kira Agent MCP integration, a write token permits only drafting content sequences and adding AI visibility questions, within the documented capabilities. It does not create unrestricted authority over your account or grant general publishing permission.

You are responsible for the editorial choices and actions you authorize. This does not exclude Tonaily's responsibility for its own breach of contract, a failure to respect the granted permissions, or mandatory legal obligations.

9 Availability and legal guarantees

We provide the Service with reasonable care and skill and in accordance with the features agreed in your plan. Access may be interrupted for maintenance, security measures or events outside our reasonable control. We take reasonable measures to limit those interruptions and restore the Service. No fixed uptime percentage or service credit is promised unless separately agreed in writing.

Consumers benefit from the mandatory legal guarantees for digital services, including conformity throughout the contractual period of continuous supply and the necessary updates. If the Service does not conform, you may request conformity and, where the statutory conditions are met, a price reduction or termination and reimbursement. The applicable legal guarantees are set out in the consumer guarantee notice in Annex 2. Contact contact@tonaily.com to exercise them.

No provision on estimates, AI outputs, third-party integrations, availability or limitation of liability excludes those guarantees or the remedies and compensation available under mandatory law.

10 Liability

For professional customers subscribing to a paid plan, and subject to the exceptions below, Tonaily's aggregate liability for breaches relating to the Service is limited to the subscription fees paid or payable for the twelve months preceding the event giving rise to liability. Tonaily is not liable to those customers for losses that qualify as indirect damages under applicable French law. A loss of data is not excluded solely because it is a loss of data.

These limitations do not apply to fraud, intentional misconduct, gross negligence, liability that cannot lawfully be limited, or where applying the limitation would deprive an essential contractual obligation of its substance. They do not limit rights or liabilities under data protection law that cannot be limited by contract.

The contractual cap and exclusion of indirect losses in this section do not apply to consumers or non-professional customers. Their rights to remedies and compensation are governed by applicable law.

Professional customers using only a free plan remain subject to applicable law without the paid-plan cap above.

11 Suspension, termination, and recovery of content

You may cancel a paid subscription as described in section 4 and may request account deletion by contacting contact@tonaily.com. Canceling a paid subscription does not by itself constitute an instruction to erase your account or content. We confirm the effective termination date and its consequences by email.

If you materially breach these Terms, we may suspend the affected access or terminate the contract after notifying you of the breach and allowing fifteen days to remedy it where it can be remedied. We may act immediately where necessary to prevent unlawful activity, a security incident or serious harm, or where the breach cannot be remedied. We explain the reason unless law or security restrictions prevent disclosure and review the measure if you contest it. The measures described in section 6 are subject to these safeguards.

Suspension and termination do not deprive you of statutory withdrawal rights, legal guarantees, refunds or remedies. If Tonaily ends an otherwise compliant paid Service for its own reasons, it refunds the prepaid amount corresponding to the Service that will not be provided.

Before requesting deletion of your account, export the content you want to retain or request a copy from contact@tonaily.com. We comply with any statutory right to recover content without charge, including following a consumer withdrawal or legal termination. A recovery request does not add an automatic retention period to the deletion deadline below. Personal data access and portability rights are handled separately under the Privacy Policy.

Customer data retained by Tonaily is deleted no later than thirty days after account deletion, except for data that must be retained by law. Where Tonaily acts as your processor, return and deletion are also governed by Annex 4. Canceling a paid subscription does not by itself delete the account: while the account remains active, including under an available free plan, data is retained as described in the Privacy Policy.

12 Changes to these Terms

We may propose changes to these Terms to reflect legal requirements, changes to the Service or changes to our contractual arrangements. We notify you of material changes and their proposed effective date by email at least fifteen days in advance, unless a mandatory legal requirement requires an earlier date.

Changes do not apply retroactively. They do not authorize us to change a consumer's price, agreed subscription duration or essential Service characteristics during a paid period except as permitted by law or separately agreed with that consumer. Service updates remain subject to section 2 and price changes to section 4.

If your agreement is required, we obtain it expressly. Other changes proposed for a future renewal or billing period are communicated before that period with the applicable cancellation deadline. You may decline by canceling before they take effect. Continued use alone does not waive mandatory consumer rights or amount to acceptance where express agreement is required.

13 Governing law, complaints, and disputes

These Terms are governed by French law. If you are a consumer, this choice does not deprive you of the mandatory protections of the law applicable to you, including the law of your country of habitual residence where the relevant conflict-of-law rules provide for them.

Please first send a written complaint to contact@tonaily.com or GROUPE GARAN, 200 rue de la Croix Nivert, 75015 Paris, France. If a consumer dispute is not resolved, you may refer it free of charge to the consumer mediator with whom GROUPE GARAN is affiliated: ANM Consommation, 25 allée Rose Dieng Kuntz, 75019 Paris, France, https://www.anm-conso.com/. The applicable statutory conditions include prior written complaint to Tonaily and referral within one year of that complaint. You remain free to use any judicial remedy available to you.

For consumers and non-professional customers, jurisdiction is determined by the applicable legal rules. A consumer is not required by these Terms to bring proceedings exclusively in Paris.

FOR PROFESSIONAL CUSTOMERS WHO CONTRACT AS MERCHANTS, DISPUTES ARE SUBMITTED TO THE COMPETENT COURTS OF PARIS ONLY WHERE THAT JURISDICTION CLAUSE IS VALID UNDER THE APPLICABLE RULES. Otherwise, the ordinary jurisdiction rules apply.

14 Contact

GROUPE GARAN, a French simplified joint-stock company (SAS) with share capital of EUR 100, registered with the Paris Trade and Companies Register under SIREN 953 558 582.
Registered office and postal contact: 200 rue de la Croix Nivert, 75015 Paris, France.
Email for support, complaints, withdrawal, and these Terms: contact@tonaily.com.
Telephone: +33 6 33 18 05 11.
Website: https://tonaily.com/.
Privacy Policy: https://tonaily.com/privacy/.

15 Language versions

These Terms are available in French and American English. Both versions express the same contractual obligations. If their meaning differs, the French version prevails to the extent permitted by applicable law. This rule does not deprive a consumer or non-professional customer of mandatory protections available to them.

Annex 1 Model withdrawal form

Complete and send this form only if you wish to withdraw from the contract. You may instead send any clear statement expressing your decision to withdraw.

To: GROUPE GARAN, 200 rue de la Croix Nivert, 75015 Paris, France. Email: contact@tonaily.com.

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the supply of the following service: Tonaily subscription _____.
Ordered on: _____.
Consumer name(s): _____.
Consumer address(es): _____.
Account email or order reference: _____.
Consumer signature(s), only if this form is sent on paper: _____.
Date: _____.

(*) Delete as appropriate.

Annex 2 Consumer legal guarantee notice

Consumers may invoke the legal guarantee of conformity if a lack of conformity appears throughout the contractual period of supply of the digital service: the full duration of the monthly or annual subscription, including renewals, and the entire supply period of a free plan where that plan falls within this legal regime. During this period, the consumer need only establish the existence of the lack of conformity, not the date on which it appeared.

The legal guarantee of conformity requires all updates necessary to maintain the conformity of the digital content or digital service throughout that same period.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without major inconvenience.

The consumer may obtain a price reduction while retaining the digital content or digital service, or terminate the contract and obtain a full refund in exchange for giving up the digital content or digital service, if:
1. The trader refuses to bring the digital content or digital service into conformity;
2. Bringing it into conformity is unjustifiably delayed;
3. Bringing it into conformity cannot take place without imposing costs on the consumer;
4. Bringing it into conformity causes major inconvenience to the consumer;
5. The lack of conformity persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or termination where the lack of conformity is sufficiently serious to justify an immediate price reduction or termination. In that case, the consumer need not first request that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to terminate only if the contract does not provide for payment of a price.

Any period during which the digital content or digital service is unavailable while it is being brought into conformity suspends the remaining guarantee period until conforming digital content or a conforming digital service is supplied again.

These rights arise from Articles L224-25-1 to L224-25-31 of the French Consumer Code.

A trader that obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to EUR 300,000, which may be increased to 10% of average annual turnover under Article L242-18-1 of the French Consumer Code.

The consumer also benefits from the legal guarantee against latent defects under Articles 1641 to 1649 of the French Civil Code for two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained, or a full refund in exchange for giving it up.

Annex 3 Statutory provisions on renewal and online termination

The following provisions of the French Consumer Code are reproduced in full in their original French wording. They are an integral part of these Terms. An American English translation follows for readability.

Article L215-1

Pour les contrats de prestations de services conclus pour une durée déterminée avec une clause de reconduction tacite, le professionnel prestataire de services informe le consommateur par écrit, par lettre nominative ou courrier électronique dédiés, au plus tôt trois mois et au plus tard un mois avant le terme de la période autorisant le rejet de la reconduction, de la possibilité de ne pas reconduire le contrat qu'il a conclu avec une clause de reconduction tacite.

Cette information, délivrée dans des termes clairs et compréhensibles, mentionne, dans un encadré apparent, la date limite de non-reconduction.

Lorsque cette information ne lui a pas été adressée conformément aux dispositions du premier alinéa, le consommateur peut mettre gratuitement un terme au contrat, à tout moment à compter de la date de reconduction.

Les avances effectuées après la dernière date de reconduction ou, s'agissant des contrats à durée indéterminée, après la date de transformation du contrat initial à durée déterminée, sont dans ce cas remboursées dans un délai de trente jours à compter de la date de résiliation, déduction faite des sommes correspondant, jusqu'à celle-ci, à l'exécution du contrat.

Les dispositions du présent article s'appliquent sans préjudice de celles qui soumettent légalement certains contrats à des règles particulières en ce qui concerne l'information du consommateur.

Par exception au premier alinéa du présent article, pour les contrats de fourniture de service de télévision au sens de l'article 2 de la loi n° 86-1067 du 30 septembre 1986 relative à la liberté de communication et pour les contrats de fourniture de services de médias audiovisuels à la demande, le consommateur peut mettre gratuitement un terme au contrat, à tout moment à compter de la première reconduction, dès lors qu'il change de domicile ou que son foyer fiscal évolue.

Article L215-1-1

Lorsqu'un contrat a été conclu par voie électronique ou a été conclu par un autre moyen et que le professionnel, au jour de la résiliation par le consommateur, offre au consommateur la possibilité de conclure des contrats par voie électronique, la résiliation est rendue possible selon cette modalité.

A cet effet, le professionnel met à la disposition du consommateur une fonctionnalité gratuite permettant d'accomplir, par voie électronique, la notification et les démarches nécessaires à la résiliation du contrat. Lorsque le consommateur notifie la résiliation du contrat, le professionnel lui confirme la réception de la notification et l'informe, sur un support durable et dans des délais raisonnables, de la date à laquelle le contrat prend fin et des effets de la résiliation.

Un décret fixe notamment les modalités techniques de nature à garantir une identification du consommateur et un accès facile, direct et permanent à la fonctionnalité mentionnée au deuxième alinéa, telles que ses modalités de présentation et d'utilisation. Il détermine les informations devant être fournies par le consommateur.

Article L215-2

Les dispositions du présent chapitre, à l'exception de l'article L. 215-1-1, ne sont pas applicables aux exploitants des services d'eau potable et d'assainissement.

Article L215-3

Les dispositions du présent chapitre sont également applicables aux contrats conclus entre des professionnels et des non-professionnels.

Article L241-3

Lorsque le professionnel n'a pas procédé au remboursement dans les conditions prévues à l'article L. 215-1, les sommes dues sont productives d'intérêts au taux légal.

American English translation of the statutory provisions

Article L215-1 (American English translation)

For service contracts entered into for a fixed term with an automatic renewal clause, the service provider must inform the consumer in writing, by a personally addressed letter or a dedicated email, no earlier than three months and no later than one month before the end of the period during which renewal may be rejected, of the option not to renew the contract entered into with an automatic renewal clause.

This information, provided in clear and understandable language, must state the deadline for declining renewal in a prominently displayed box.

If this information has not been sent to the consumer in accordance with the first paragraph, the consumer may terminate the contract free of charge at any time from the renewal date.

Advance payments made after the latest renewal date or, in the case of contracts of indefinite duration, after the date on which the original fixed-term contract was converted, must in that case be refunded within thirty days of termination, after deducting the amounts corresponding to performance of the contract up to that date.

The provisions of this article apply without prejudice to legislation subjecting certain contracts to specific rules concerning consumer information.

As an exception to the first paragraph of this article, for contracts for the supply of television services within the meaning of Article 2 of Law No. 86-1067 of September 30, 1986, on freedom of communication, and for contracts for the supply of on-demand audiovisual media services, the consumer may terminate the contract free of charge at any time from the first renewal if the consumer changes residence or the composition of the consumer's tax household changes.

Article L215-1-1 (American English translation)

Where a contract was entered into electronically, or was entered into by another means and the trader, on the day the consumer terminates it, offers consumers the option of entering into contracts electronically, termination must be possible by that means.

To that end, the trader must make a free feature available to the consumer that allows the consumer to give notice and complete the steps necessary to terminate the contract electronically. When the consumer gives notice of termination, the trader must confirm receipt of that notice and inform the consumer, on a durable medium and within a reasonable time, of the date on which the contract ends and the effects of termination.

A decree specifies, in particular, the technical arrangements needed to ensure identification of the consumer and easy, direct, and permanent access to the feature referred to in the second paragraph, including its presentation and use. It determines the information the consumer must provide.

Article L215-2 (American English translation)

The provisions of this chapter, except Article L215-1-1, do not apply to operators of drinking water and wastewater services.

Article L215-3 (American English translation)

The provisions of this chapter also apply to contracts entered into between traders and non-professional customers.

Article L241-3 (American English translation)

Where the trader has not issued a refund under the conditions set out in Article L215-1, the amounts owed bear interest at the statutory rate.

Annex 4 Personal data processing agreement

1. Scope and roles. This Annex applies where GROUPE GARAN processes personal data on behalf of and on the documented instructions of the customer under the GDPR. The customer is the controller, or a processor duly authorized by its own controller. GROUPE GARAN is the processor or subprocessor, respectively. Processing for which Tonaily independently determines purposes and means, including account administration, is governed separately by the Privacy Policy.

2. Description and instructions. Schedule 1 specifies the subject matter, duration, nature and purposes of processing, personal-data categories and data-subject categories. The Service settings and the customer's lawful written requests constitute documented instructions. Tonaily processes data only on those instructions, including for transfers outside the EEA, unless legally required otherwise. It informs the customer of such a requirement in advance unless the law prohibits that notification and immediately informs the customer if an instruction infringes data protection law.

3. Customer obligations. The customer determines the lawfulness of the processing it requests, provides required notices, secures the necessary legal basis and permissions and ensures that instructions fall within the agreed Service and Schedule 1. These obligations do not reduce Tonaily's own obligations under the GDPR.

4. Confidentiality and security. Tonaily limits access to authorized persons bound by confidentiality and implements appropriate technical and organizational measures under Article 32 of the GDPR, described in Schedule 2. Measures are assessed against the nature of the data, processing risks and state of the art. Tonaily does not materially reduce the agreed level of protection during the processing period.

5. Subprocessors. The customer generally authorizes the subprocessors identified in Schedule 2. Tonaily gives written notice at least thirty days before adding or replacing a subprocessor, so the customer can object on reasonable data protection grounds. The parties seek a reasonable solution before the affected processing begins; if none is available, either party may terminate the affected processing or Service and Tonaily refunds the unused prepaid part attributable to that Service. Tonaily imposes the same relevant data protection obligations by contract and remains responsible for its subprocessors' performance of those obligations.

6. Assistance and incidents. Taking account of the nature of processing, Tonaily assists the customer with data-subject requests and compliance with Articles 32 to 36 of the GDPR, including security, impact assessments and consultation. It forwards requests concerning data it processes for the customer without responding independently unless instructed or legally required. It notifies the customer of a personal data breach without undue delay after becoming aware of the breach, provides available information needed for the customer's notifications, and supplies further information as it becomes available.

7. Return and deletion. At the end of processing, Tonaily returns or deletes personal data, at the customer's choice, and deletes existing copies unless EU or Member State law requires retention. Return and deletion follow section 11 and Schedule 1. Data retained by Tonaily is deleted no later than thirty days after account deletion, unless retention is required by law. Data that must legally be retained is isolated, protected, and used only for that purpose. Any backup copies remain subject to the applicable return and deletion obligations and do not authorize continued processing for other purposes.

8. International transfers. Transfers outside the EEA are made only on documented instructions and with an applicable transfer mechanism under Chapter V of the GDPR, including the appropriate standard contractual clauses where relevant. No transfer may take place without a valid mechanism where one is required. Tonaily documents the applicable safeguards and provides the customer, upon request, with the information needed to verify compliance with these obligations.

9. Demonstrating compliance. Tonaily makes available the information necessary to demonstrate compliance with Article 28 GDPR and allows and contributes to audits and inspections by the customer or its appointed auditor. Reasonable notice, confidentiality and protection of other customers may govern the arrangements without preventing effective verification or a legally required urgent audit.

10. Priority and contacts. This Annex prevails over conflicting Terms on processing carried out for the customer. It does not authorize uses of Google user data prohibited by the Privacy Policy or Google API rules. The operational contact is contact@tonaily.com; the customer's contact is the administrator or privacy contact identified for the relevant account.

Schedule 1: Description of processing

The customer identified by the account and order acts as controller or as a processor duly authorized by its controller. Tonaily acts as processor or subprocessor, respectively, for processing carried out solely on that customer's documented instructions.

Subject matter and purposes: provide the enabled features for hosting customer inputs and outputs, analyzing instructed content or data, generating content, transmitting authorized publications to a connected CMS, enabling team and agent access, and collecting lead information where that feature is used. Account administration, billing, security, and other independent purposes are covered separately by the Privacy Policy.

Nature of operations: collection, recording, storage, consultation, organization, analysis, generation, transmission to authorized recipients, export, and erasure, only as necessary for enabled features and instructions.

Data categories: personal data contained in prompts, source documents, generated content, connected site data, customer-controlled team records, and lead collection fields where used. Data subjects: the customer's users, staff, contacts, website visitors or leads, and persons referred to in the materials the customer provides, according to actual use.

Duration: provision of the relevant Service and the operations needed for closure, return, and deletion. Data retained by Tonaily is deleted no later than thirty days after account deletion, unless retention is required by law. The customer may request return or deletion at the end of processing. Copies are deleted in accordance with paragraph 7 of this Annex. Google Search Console data is also deleted within thirty days after disconnection where disconnection occurs before account deletion.

Instructions consist of the enabled Service settings, authorized integration scopes, and lawful written customer instructions. The customer must not send personal data unrelated to those purposes.

Schedule 2: Subprocessors, transfers, and security

Technical infrastructure: Amazon Web Services (AWS), including AWS Lambda for execution of platform functions. Google user data is hosted in the European Union, with encryption at rest and encrypted OAuth tokens, as described in the Privacy Policy.

AI providers for the enabled features: Anthropic (Claude), OpenAI (ChatGPT), Google (Gemini), and xAI (Grok). The data sent is limited to what is needed for the requested operation and remains subject to the specific restrictions on Google user data. Use of these providers is subject to the subprocessing and transfer obligations in this Annex.

Other services such as Stripe payment processing, website analytics, or website chat are covered by the Privacy Policy according to their actual role. They are subprocessors under this Annex only to the extent they process customer data on behalf of the customer for the relevant Service.

Security measures include TLS-encrypted connections, restricted access to production systems, and encryption of OAuth tokens. Access is limited to authorized persons bound by confidentiality. Tonaily implements technical and organizational measures appropriate to the risk under Article 32 of the GDPR and paragraph 4 of this Annex. Return and deletion of data remain subject to paragraph 7 and section 11 of the Terms.

Subprocessor changes are notified to the customer's account administrator by email at least thirty days in advance under paragraph 5 of this Annex. Transfers outside the EEA require an applicable mechanism under Chapter V of the GDPR before the affected transfer begins. The customer may obtain the relevant transfer documentation and compliance information by contacting contact@tonaily.com.