

# Qonto

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## Company Creation Agent

General Terms and Conditions

*Version as of August 29, 2024*



These general terms and conditions are concluded between:

**OLINDA**, a French simplified joint-stock company, registered in the Paris Trade and Companies Register under number 819 489 626 and with its registered office at 18 Rue de Navarin, 75009 Paris, France (hereinafter referred to as "**Qonto**"),

AND

**The chartered accountant**, a natural person or legal entity acting on behalf of and for the account of their client for professional purposes, wishing to use the business creation support service (hereinafter referred to as "**Agent**").

Through its platform accessible at the following address :

<https://qonto.com/fr/accountants/accountant-company-creation>

(hereinafter referred to as "**Qonto Platform**"), Qonto offers to the Agent a business creation support service for their clients (hereinafter referred to as "Company Creation Service" or "Service").

The Agent fully accepts these general terms and conditions (hereinafter referred to as "**General Terms and Conditions**") by checking the corresponding box when subscribing to the Service.

## **1. SERVICE DESCRIPTION**

Qonto offers a Company Creation Service in France to help Agents creating or registering the company (hereinafter referred to as "**Company**") of their client(s) (hereafter referred to as "**End Client(s)**").

To subscribe to the Company Creation Service, the Agent will follow the steps indicated on the Qonto Platform, as also detailed in Article 2.

The Company Creation Service includes assistance in carrying out certain legal and/or administrative procedures, notably:

- The drafting of templates of legal and/or administrative documents such as deeds, articles of association, contracts, agreements or letters, necessary for the creation of the End Client's Company and provided to the Agent following a dynamic questionnaire that they will have previously completed (hereinafter referred to as "**Model Documents**");
- The creation of the End Client's Company with the competent national authorities, including notably registration with the commercial court registry services, applications to the INPI (hereinafter referred to as "**Company Formalities**").

The Company Creation Service covers the creation of SCI (*Société Civile Immobilière*), SARL (*Société à Responsabilité Limitée*), EURL (*Entreprise Unipersonnelle à Responsabilité Limitée*), SAS (*Société par Actions Simplifiée*), SASU (*Société par Actions Simplifiée Unipersonnelle*) and EI (*Entreprise*

*Individuelle*) under the "micro-enterprise" regime, provided that the Company's activities are not listed in Qonto's list of [Prohibited Activities](#).

### IMPORTANT INFORMATION

Qonto, as well as none of its directors, employees and subcontractors, in accordance with applicable regulations and in particular the provisions of the modified law of December 31, 1971:

- Is not a law firm and does not provide any legal advice;
- Is not a drafter of deeds;
- Does not engage in legal consultation activities, drafting of private deeds, or representation;
- Does not guarantee, in any case, the content of document templates, their compliance, or the accuracy of information, and does not guarantee that the models used, including the Model Documents, meet the Agent's needs, as a questionnaire cannot take into account all specific situations;
- Does not guarantee, in any case, the legal effectiveness of the information and documents, including the Model Documents, appearing on the Qonto Platform. Qonto cannot, in any case, be held responsible for any omission, inaccuracy or error contained in this information and documents, including the Model Documents.

## 2. OPERATION OF THE SERVICE

To benefit from the Company Creation Service, the Agent, acting as a professional intermediary between Qonto and the End Client, shall:

- Access the Qonto Platform;
- Provide valid contact details: email address (login) and phone number;
- Fill out the form that will be proposed at the time of subscription;
- Provide all valid documents and supporting evidence necessary for verifying the identity of the End Client and those relating to their future Company (for instance, company name, civil status, contact details, etc.);
- Have the Model Documents signed under the conditions of Article 2;
- Give mandate to Qonto to carry out the Company Formalities in their name and on behalf of the End Client, in accordance with Articles 1984 et seq. of the Civil Code;
- Be registered and maintain their registration with the Order of Chartered Accountants during the execution of the Service;
- Adhere to the ethical and professional rules related to their status as a chartered accountant within the framework of using the Company Creation Service (including the confidentiality of information transmitted by the Agent concerning their End Clients);

- Ensure they have the necessary authorizations/mandates to perform the steps of the Company Creation Service in the name and on behalf of the End Client;
- Ensure that the End Client engages in activities not prohibited by Qonto, as mentioned in the list of [Prohibited Activities](#);
- Create a Company authorized by Qonto, as described in Article 1;
- Accept these General Terms and Conditions; and
- Pay the price of the Service, as displayed on the Qonto Platform.

The information and supporting documents provided by the Agent during subscription are essential for the proper processing of the order and the execution of the Company Formalities.

Notwithstanding the above, it is specified that the Company Creation Service can only be carried out if **the End Client subscribes to Qonto [Capital Deposit service](#) and provides the Agent with the deposit certificate signed by the notary**. In this context, the Agent is informed that Qonto will contact the End Client for this purpose.

The processing of the Service by Qonto consists of the following elements: (i) the transmission of documents to the competent authorities, (ii) the reception of documents received from the competent authorities, and (iii) the communication of documents received from the competent authorities to the Agent by any means, including through the Qonto Platform. Qonto undertakes to execute the Service as promptly as possible from the time of subscription.

The Agent acknowledges that:

- Qonto may refuse, at its discretion, without motivation or right to compensation, a request for subscription to the Company Creation Service;
- Qonto may use a subcontractor for all or part of the Company Creation Service; and
- For the needs of the Service and in application of the General Terms and Conditions, Qonto may contact the Agent (by SMS, telephone and/or email) for the follow-up of their file.

### **Specific provisions for Model Documents**

The provision of Model Documents is carried out through the use by the Agent of a software made available by Qonto in which the Agent answers questions posed as part of a dynamic questionnaire.

Once the Model Document is created, the Agent will have the possibility to download it and access the generation form of said Model Document, via their Personal Area.

All Model Documents have been developed and updated by legal professionals competent in the relevant areas of intervention.

The Agent is solely responsible for the answers given to the questions. If the Agent chooses to ignore the modeling steps without answering the questions, the selections are made by default by the software, and it is possible that the Model Document does not correspond to the situation desired by the End Client.

The Agent acknowledges that:

- The design of Model Documents through the software operated on the Qonto Platform is entirely automated and that the final Model Documents downloaded or made available are created by the Agents themselves, without the intervention of a lawyer or competent third-party professional or any consultation with a lawyer; and
- The Model Documents are generated as a result of the Agents action and are not subject to any drafting, revision or modification work by Qonto.

### **Electronic signature of Model Documents**

Qonto has set up an electronic signature module for Model Documents in partnership with a third-party company holding all the necessary authorizations from the competent authorities.

The conditions of use of this electronic signature solution are therefore applicable to the said electronic signature. Qonto may not be held liable by the Agent or his assigns for any loss or damage suffered as a result of the use of the electronic signature module.

When the Agent uses this solution, it will enable him to connect to an online platform from which each of the persons (natural or legal) required to sign the Model Document will connect securely after duly identifying themselves. By logging in, this person accesses all the Model Documents to be signed. In order to sign the Model Document, the user must enter his or her first and last name, and sign electronically. At the end of the electronic signature process, each signatory will receive an electronic certificate containing the signatory's identification, the date and time of signature and the serial number.

The Agent is responsible for compliance with the present clauses by all persons (natural or legal) who are required to sign or who have signed one or more Model Documents.

The Agent acknowledges and accepts, both in its own name and in the name and on behalf of persons (natural or legal) having signed a Model Document through this intermediary, that the said Model Document signed electronically has the same evidential value as a written document on paper, in accordance with article 1366 of the French Civil Code.

### Specific provisions for Company Formalities

The Agent acknowledges that :

- Qonto may refuse, at its discretion, without motivation or right to compensation, any Company Formality when the files transmitted by the Agent appear incomplete, non-compliant or erroneous;
- Qonto does not guarantee either the finalization time or the success of the Company Formality, which depend on the administrations and institutions concerned and cannot, consequently, be held responsible for any prejudice to the Agent that may occur; and
- When necessary, Qonto may also employ the alternative procedure for filing Company Formalities.

#### *Good to know*

The Agent is autonomous in updating the legal documentation provided as part of the Company Formalities. Qonto does not perform any review or validation of the modifications and corrections requested.

The Agent acknowledges that the competent authorities, namely the clerk of the materially competent commercial court, may, in particular, request corrections or reject, including definitively, the file following the modifications requested and instructions given to Qonto by the Agent. Qonto's remuneration cannot be questioned by the Agent.

Qonto cannot be held responsible for the content of information transmitted between authorities or for processing times. The Agent waives the right to take legal action against Qonto for problems encountered during the filing process with the relevant authorities.

Qonto does not sell administrative documents that can be obtained directly from the authorities, but assists the Agent in the process of obtaining such documents.

### **3. ACCESS TO PERSONAL AREA**

To access the documents, information, Model Documents and history of their order, the Agent will be invited to create a personal account on the Qonto Platform (hereinafter referred to as "**Personal Area**").

The Agent must identify themselves using their username and password. The Agent is reminded that they are solely responsible for their login identifier to the Personal Area. The Agent undertakes to immediately inform Qonto in case of suspicion or fraudulent use of said identifier. Qonto's liability cannot be engaged

in such a context and in case of non-compliance by the Agent with these obligations.

The Agent is solely responsible for updating the information provided. They are informed that they can modify it by connecting to their Personal Area.

In case of non-compliance with the General Terms and Conditions, Qonto will have the possibility to suspend or even close the Personal Area of an Agent with prior notification by any written means.

Qonto reserves the right to block the Personal Area in case of payment default, fraudulent use, erroneous address or any other problem on the Personal Area until the problem is resolved.

#### **4. OBLIGATIONS OF AGENT**

The Agent commits to:

- Provide accurate, sincere, and truthful information and keep it updated to ensure its accuracy;
- Inform Qonto without delay of any changes regarding the Company benefiting from the Company Formalities or its legal representatives. Qonto cannot be held responsible for the consequences of providing information and supporting documents that do not meet the aforementioned criteria. The Agent acknowledges that if information provided to Qonto does not meet the criteria mentioned in Article 2, they will not be entitled to any refund;
- Immediately notify Qonto in case of identity theft of any future directors and/or associates;
- Not use the Company Creation Service for illegal, fraudulent purposes or for commercial purposes other than their use as contractual documents and not interfere with its operation;
- Take all appropriate measures to protect their own data and/or software from contamination by viruses circulating on electronic communication networks, particularly on the Internet.

In any case, the Agent declares and guarantees that they have all the rights, powers, and authorizations necessary to act on behalf of and for the account of the End Client within the framework of these terms. The Agent undertakes to provide, at Qonto's request, any documentary evidence proving these rights and authorizations. Furthermore, the Agent agrees to indemnify and hold Qonto harmless in the event of claims, disputes, or legal actions resulting from a breach of this guarantee.

The Agent guarantees Qonto that they have all necessary rights for Qonto to execute the Service on behalf of the End Client.

For the purposes of executing the Service, the Agent acknowledges that all communications with the competent authorities (legal announcement journals,

commercial court registries) will take place between said authorities and Qonto in its own name (e.g., filing bundles, etc.).

## 5. OBLIGATIONS OF QONTO

Qonto commits to:

- Verify all information and documents submitted by the Agent before proceeding with the Company Creation Service;
- Process the End Clients' files submitted by the Agent with diligence and professionalism;
- Assign professionals with the required skills to perform the services in accordance with its quality standards;
- Respect the confidentiality of information provided by the Agent and their End Clients;
- Inform the Agent of any significant problems or delays in processing the files;
- Provide technical and administrative support to the Agent for using the Qonto Platform;
- Implement logging systems that allow Qonto's computer systems to keep a record of the various actions undertaken by the Agent and Qonto.

Qonto's commitments constitute an obligation of means under which the Company Creation Service will be executed in strict compliance with applicable professional rules and practices and in accordance with regulations.

Qonto assigns professionals with the skills required to ensure their realization in accordance with its quality standards to the execution of services.

## 6. AVAILABILITY OF THE QONTO PLATFORM

Qonto implements the technical solutions at its disposal to allow access to the Qonto Platform 24 hours a day, 7 days a week.

However, Qonto does not guarantee that the Qonto Platform will be uninterrupted. Qonto may, at any time, suspend, limit or interrupt access to the Qonto Platform or certain pages of it, particularly to carry out updates, modifications to its content, or any other action necessary for its proper functioning.

## 7. PRICING

The fees for the Company Creation Service are as published on the Qonto Platform at the time of subscription.

The price consists of:

- **Service Fees:** i.e. Qonto's service fees; and



- **Administrative fees:** i.e. all administrative fees required to file business formalities, such as court registry fees and legal announcement fees.

Prices are indicated in euros - excluding taxes and including all taxes. Prices take into account applicable taxes on the day of the order, and any change in the rate of these taxes will be automatically reflected in the prices.

The Agent makes the payment at the time of final validation of the order by specifying their credit card number. The Agent guarantees to Qonto that they have the necessary authorizations to use this payment method.

The Agent acknowledges that Qonto will keep proof of the transaction carried out on the Qonto Platform and that Qonto may be required to keep the details of payment information for the needs of executing the Service.

In case of bank rejection, the Agent must pay Qonto a penalty of twelve (12) euros excluding taxes per rejected payment request which will be automatically invoiced without prior written notification from Qonto.

Any dispute by the Agent of an invoice must occur within the month of its issuance. In case of recovery of sums due by judicial or extrajudicial means, all procedural costs (bailiff, Court, lawyer, ...) will be charged to the Agent.

## **8. TERMINATION FOR CAUSE**

In the event of non-compliance with the General Conditions by the Agent, including in the case of partial or total non-payment of the price, Qonto is entitled, after informing the Agent by any means, to immediately suspend the provision of the Service and, if applicable, access to the Qonto Platform.

## **9. LIABILITY**

Qonto's liability towards the Agent for any direct damage recognized by Qonto or affirmed in court, arising from or in relation to the Company Creation Service is limited to the total amount of Service Fees paid by the Agent to Qonto for the Company Creation Service.

Qonto's liability cannot be engaged to compensate for indirect damages suffered or damages resulting from a force majeure event (as defined by French courts) or the occurrence of incidents beyond its control (such as the presence of viruses, internet outages, etc.) that would impact the processing time of the Company Formalities.

The Agent guarantees Qonto, both in their own name and on behalf of the End Clients or their own successors, against any damage and any claim of any kind that originates from or is the direct or indirect consequence of the execution of the Service.

### **Specific provisions for Companies Formalities**

The transmission of the Company Formalities, by any means, is made under the sole and full responsibility of the Agent, who must ensure strict compliance with existing laws and regulations.

The Agent is responsible for the content of the Company Formalities. Consequently, Qonto's liability cannot be engaged by the Agent for this reason, particularly in the event of spelling, typographical, layout, or content errors.

### **Specific provisions for Model Documents**

Qonto is not responsible and does not guarantee the effectiveness, completeness, accuracy, updating, result and efficiency of the Model Documents that the Agent will establish on the Qonto Platform and the information available on the Qonto Platform.

Qonto cannot be held responsible for any error, omission or inaccuracy of the Model Documents and any resulting damage incurred by the Agent and/or the End Client.

The Agent acknowledges in particular that they assume full responsibility for the choice, use, interpretation and personalization of the Model Documents established using the Company Creation Service and the information provided on the Qonto Platform.

The Agent acknowledges that they remain fully responsible for the advice given to their End Clients in the context of using the Service. Qonto cannot be held liable for the consequences of the choices made by the Agent or the End Client based on the Model Documents provided.

In any case, Qonto's liability can only be engaged in the instances provided for in this article.

## **10. REFUND POLICY**

Qonto will refund the Company Creation Service to the Agent if the legal form and/or activity of the Company desired by the Agent is not authorized by Qonto, in accordance with Article 1.

In all other cases, the refund conditions are as follows:

		AMOUNT RETAINED BY QONTO			
		Incomplete file available on Personal Area	Complete* file available on Personal Area	File analyzed by Qonto	File submitted to the competent authorities
Registration SCI/SARL/SAS		NA	69€ HT	99 € HT	100%
Micro-enterprise creation	Impossible activity	0%	NA	NA	NA
	Missing documents	0%	NA	50%	100%
	Other	0%	NA	50%	100%

*\*A file will be considered complete when the Model Documents are signed and deposited in the Personal Area (notably the articles of association), as well as all documents and supporting evidence requested by Qonto, including the signed capital deposit certificate.*

### Specific provisions for Company Formalities

Additional fees may be charged by Qonto to the Agent following a request from administrative authorities to correct material errors included in the filing documentation.

Any rejection of Company Formalities carried out by the competent administrative authorities due to a cause of which the Agent had not informed Qonto for any reason whatsoever (for example, incapacity of a natural person designated as manager), may result in the invoicing of additional management fees of one hundred euros excluding taxes (100 € HT) as well as any administrative fees (registry fees, legal notice...) necessary for the continuation of Company Formalities.

## 11. DATA PROTECTION

All personal data collected during the Company Formalities process are subject to [Qonto's privacy policy](#), supplemented by the terms of use of [artificial intelligence](#) at Qonto.

As part of the execution of the Company Creation Service, the Agent is informed that Qonto may transmit information concerning them, including personal data, to third parties such as subcontractors and judicial and administrative authorities.

## 12. INTELLECTUAL PROPERTY

Qonto holds all intellectual property rights, either as owner or as holder of licenses/rights, on the following elements, which are protected by French and international laws and regulations relating in particular to intellectual property:

- The Model Documents that result from it, including after making available on PDF or PDF and WORD supports (as the case may be) of the Agent as part of a Service purchase;
- The Site and its content, including but not limited to all texts, data or information, files, animated or non-animated images, photographs, denomination, videos, logos, designs, models, software, trademarks, visual identity, graphic charter, database, structure of the Site and all other elements of intellectual property (hereinafter referred to as "**Elements**").

Consequently, none of the Model Documents may, in whole or in part, be reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, rented, displayed or reused for any purpose other than that for which it was downloaded by the Agent, whether free of charge or for a fee, by a Agent or by a third party, regardless of the means and/or medium used, known or unknown to date, without the prior, unequivocal and written authorization of Qonto on a case-by-case basis, and the Agent is solely responsible for any unauthorized use and/or exploitation.

Similarly, none of the Elements may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, in whole or in part, free of charge or for a fee, by a Agent or by a third party, regardless of the means and/or medium used, known or unknown to date, without the prior, unequivocal and written authorization of Qonto on a case-by-case basis, and the Agent is solely responsible for any unauthorized use and/or exploitation.

Access to the Qonto Platform does not constitute recognition of a right and, in general, does not confer any intellectual property right relating to any of the Elements.

## 13. CUSTOMER SERVICE

Agents can contact Qonto's customer service by email at the following address: [creation@qonto.com](mailto:creation@qonto.com).

## 14. MISCELLANEOUS

**Force majeure** : The execution by Qonto of its obligations under these terms will be suspended in the event of the occurrence of a fortuitous event or force majeure that would hinder or delay its execution. Are expressly considered as cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French Courts and Tribunals, total or partial strikes, internal or external to Qonto and its subcontractors and providers, lock out, bad weather, epidemics, blocking of means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, blocking of telecommunications and any other case independent of the express will of the parties preventing the normal execution of these terms. Qonto cannot be held responsible for the non-execution of Services due to the occurrence of a case of force majeure. Qonto and the Agent will have the option to terminate, by right, the Service affected by the case of force majeure if it were to have a duration exceeding two (2) calendar months.

**Transfer** : Qonto has the right to transfer (by assignment, transfer, contribution or by any other legal operation) its rights and obligations under these terms, for consideration or free of charge, to any third party. In this case, Qonto will be released from its obligations under the General Terms and Conditions as soon as the transfer has been notified to the Agent, and will not be jointly and severally liable with the assignee of the General Terms and Conditions. The Agent is not authorized to transfer all or part of their obligations under the General Terms and Conditions, in any way whatsoever.

**Modification** : Qonto reserves the right to modify the General Terms and Conditions, which will take effect as soon as they are published on the Qonto Platform and will be applicable to all new orders for Services on the Qonto Platform. Any modifications shall have no effect on orders placed on the Qonto Platform prior to their publication, which orders shall remain subject to the General Terms and Conditions in force at the time of the said order.

**Waiver** : The non-application or delay in the application of any of the provisions of the General Terms and Conditions by a Party cannot be interpreted or understood as the abandonment by this Party of the corresponding right or obligation.

**Severability** : If any provision of the General Terms and Conditions were to be declared null or inapplicable due to a final court decision or the application of a law or regulation, the rest of the provisions of the General Terms and Conditions would remain in force and the Parties then undertake to negotiate in good faith to substitute for this provision another that is valid and which comes as close as possible to the intention and economic effects of the one deemed invalid.

**Guarantee clause** : The Agent guarantees compliance with all the terms and conditions of the General Terms and Conditions, by its future directors, associates and collaborators, service providers and beneficiaries, including its insurance company or companies.

**15. APPLICABLE LAW AND JURISDICTION CLAUSE**

These General Terms and Conditions are governed by French law.

In the event of a dispute concerning the execution and interpretation of the General Terms and Conditions, and except in cases of urgency justifying the referral to a competent court ruling in summary proceedings, the Parties will endeavor to resolve their dispute amicably.

In the absence of an amicable agreement, in the event of a dispute concerning the execution and interpretation of the contract, jurisdiction is expressly attributed to the competent courts in the jurisdiction of the Paris Court of Appeal.

**Qonto**