

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

INSURANCE CONSULTANT

INDEEZ
19 RUE DU ROCHER
75008 PARIS, FRANCE

THE POLICYHOLDER

MALT COMMUNITY
241 RUE SAINT DENIS
75002 PARIS

THE CONTRACT

Contract No:	HA RCP0388146
Main renewal date:	1 January
Period of cover:	From 1 January 2024 to 31 December 2024
Date of next instalment:	1 January 2025

INSURED

MALT COMMUNITY
241 RUE SAINT DENIS
75002 PARIS

Disclaimer

THE PRESENT DOCUMENT IS A FREE TRANSLATION FROM THE ORIGINAL FRENCH VERSION AND THE TRANSLATED VERSION IS SOLELY A COURTESY FOR INFORMATION PURPOSES ONLY. IN THE EVENT OF A DISPUTE ABOUT THE CONTENTS OR INTERPRETATION OF RELEVANT TERMS OR IN THE EVENT OF A CONFLICT, AMBIGUITY, INCONSISTENCY OR DISCREPANCY BETWEEN THE ENGLISH VERSION AND THE FRENCH VERSION, THE FRENCH VERSION SHALL APPLY, PREVAIL AND BE CONCLUSIVE AND BINDING. THE FRENCH VERSION ONLY SHALL BE USED IN LEGAL PROCEEDINGS.

INSURED ACTIVITIES - TURNOVER

The **insured** declares that it practises the following profession and/or performs the following activities:

- Creation, operation and maintenance of a marketplace connecting freelancers with customers
- Assignments performed via the "Malt" marketplace platform, connecting freelancers with companies, mainly in the following areas:
 - IT
 - Consultancy
 - Communication
 - Design

JURISDICTION AND GOVERNING LAW

Worldwide

22 Nov. 2023
RCP0388146

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

SPECIFIC CLAUSES

DECLARATIONS BY THE INSURED

Declarations by the insured

THE POLICYHOLDER DECLARES AS FOLLOWS:

- IT USES A SERVICE PROVIDED BY AN EXTERNAL PAYMENT SERVICE PROVIDER TO MANAGE CASH FLOWS ON ITS WEBSITE;
- IT HAS NOT WAIVED ANY RIGHTS OF RECOURSE AGAINST ITS CONTRACTING PARTNERS (SUBCONTRACTORS, DESIGN OFFICES, HOLDERS OF THE PATENTS IT EXPLOITS OR SUPPLIERS ETC.) OR ACCEPTED, IN ITS CONTRACTS, ANY CLAUSES INCREASING ITS LIABILITY (PENALTY CLAUSE OR TRANSFER OF LIABILITY ETC.).

The policyholder declares that the above declarations are true and accurate and result from the answers given to the specific questions asked when arranging the contract. I acknowledge that I have been informed that the penalties provided for in Articles L. 113-8 and L. 113-9 of the French Insurance Code [Code des Assurances], including the invalidity of the contract, will apply, as appropriate, for any intentional failure to disclose or false declaration or any omission or inaccurate declaration of circumstances known to me.

GENERAL CLAUSES

GEOGRAPHICAL SCOPE / JURISDICTION AND GOVERNING LAW WORLDWIDE

The cover provided under this **policy** applies worldwide, on the terms set out below.

This insurance **policy** cannot be used, in any manner whatsoever, to replace any mandatory insurance to be taken out outside France, in accordance with local legislation, with accredited insurers in the relevant country.

Any compensation payable by the **insured** outside France will only be reimbursed in France and up to the official equivalent value in euros on the date on which the amount of **damage** is determined.

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

THE FOLLOWING REMAINS EXCLUDED FROM THE COVER PROVIDED UNDER THIS **POLICY**:

- ANY **COMPLAINTS** IMPLICATING THE BUSINESS LIABILITY AND/OR EMPLOYER'S LIABILITY OF THE **INSURED** FOR SITES LOCATED OUTSIDE THE EUROPEAN ECONOMIC AREA, THE UNITED KINGDOM OR THE PRINCIPALITIES OF MONACO AND ANDORRA; AND/OR

- ANY **COMPLAINTS** BASED ON OR ARISING FROM ANY ACTUAL OR ALLEGED VIOLATION OF (i) THE AMERICAN LAW RELATING TO MAFIA ORGANISATIONS UNDER THE RACKETEER INFLUENCED AND CORRUPT ORGANISATIONS ACT (18 USC SECTIONS 1961 ET SEQ.) OR ANY AMENDMENT TO THAT ACT, AND (ii) ANY RELATED REGULATIONS; AND/OR

- ANY **COMPLAINTS** BASED ON OR ARISING FROM ANY ACTUAL OR ALLEGED VIOLATION OF (i) THE AMERICAN LAW RELATING TO FINANCIAL MARKETS UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES EXCHANGE ACT OF 1934, OR ANY AMENDMENT MADE TO THOSE ACTS, AND (ii) ANY REGULATIONS ISSUED BY THE SECURITY EXCHANGE COMMISSION RELATING TO TRANSACTIONS INVOLVING SECURITIES; AND/OR

- ANY **COMPLAINTS** BASED ON OR ARISING FROM ANY ACTUAL OR ALLEGED VIOLATION OF (i) THE AMERICAN LAW RELATING TO THE PENSION SYSTEM UNDER THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974 OR ANY AMENDMENT TO THAT ACT, AND (ii) ANY RELATED REGULATIONS; AND/OR

- ANY OFFICIAL ACTION OR INVESTIGATION BY OR AT THE DIRECTION OR ORDER OF ANY LOCAL FEDERAL AGENCY OR GOVERNMENTAL AUTHORITY IN THE UNITED STATES OF AMERICA OR CANADA.

Non-admitted clause

The parties agree that this **policy** is a contract governed by French law taken out with **us** in France at **your** express request, through **your** French insurance consultant. This **policy** is governed by French law and subject to the jurisdiction of the French courts.

You expressly declare that **you** were never solicited or approached by **us** outside France.

You declare that you are aware that any **losses** will be paid in France and that the amount payable will be paid through **your** French insurance consultant or to a bank account held in France.

You declare that **you** will be personally responsible for the payment of any insurance taxes **you** may owe to the local authorities.

LOSSES

NO CLAIMS DECLARATION

The policyholder declares that, over the five-year period preceding the date on which the **policy** was taken out, it did not sustain or cause any **loss**, regardless of whether or not compensation was paid out for it.

22 Nov. 2023
RCP0388146

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

CLAUSES APPLICABLE TO PROFESSIONAL CIVIL LIABILITY AND BUSINESS LIABILITY COVER

ADDITIONAL INSURED

Any natural or legal persons operating as one of the following will be treated as an **insured**:

- sole traders (EI/EIRL)
- trading companies (SARL/EURL/SAS/SASU/SA)
- employees working through an umbrella company: this contract will apply if the umbrella company has not taken out any civil liability insurance or supplements the cover taken out
- business and employment cooperatives or business incubators
- non-profit associations (under the 1901 French Act)

Provided, in all cases, that they have a SIRET company number, operate lawfully from France or abroad and provide their services to Customers/Project Owners via the Website.

If more than one person is an insured and they are treated as separate persons for legal purposes, they will be treated as third parties in respect of each other for Bodily Injury, Physical Damage and Consequential Non-Physical Damage.

THE CONTRACT IS NOT DESIGNED TO COVER THE PERSONAL CIVIL LIABILITY OF PROVIDERS AND FREELANCERS OUTSIDE THE SCOPE OF THE ASSIGNMENTS PROPOSED ON THE PLATFORMS OF THE POLICYHOLDER AND ITS SUBSIDIARIES.

For one and the same **loss**, if the cover applies for providers and freelancers performing their assignments via the platforms of the policyholder and its subsidiaries, it cannot also apply for the policyholder and/or its insured subsidiaries, and vice versa.

As providers and freelancers performing their assignments via the platforms of the policyholder and its subsidiaries are treated as an **insured** solely for the assignments performed via the platform, they retain the right to make a **complaint** against the policyholder and/or its insured subsidiaries, which Hiscox also covers for the publication, operation and maintenance of the platform, in accordance with the terms of this **policy**.

Additional clauses

SUB-LIMIT APPLICABLE TO THE "PATENTS" COVER

As a partial exemption to the Cover Table set out on the last page of these Specific Terms and Conditions, the **"Patents"** cover provided for in Section I of Part 2 of the General Terms and Conditions of the **policy** is granted up to a sub-limit of **€250,000** (two hundred and fifty thousand euros) for any one **loss** and for any **period of insurance**, or **your cover limit** for Professional Civil Liability cover if lower.

LEGAL ASSISTANCE HOTLINE

As a Hiscox customer, you have access to a free legal assistance hotline, as described below. If you wish to use this service, you will need to quote reference no. **M0ODC216104** when you call the special hotline number (**+33 (0)9.70.84.00.86**, local call rate).

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

1. Legal assistance hotline

When you call the number set out above, we undertake to listen to you and provide you with legal information by telephone in all areas of French law..

Qualified legal advisers are at your disposal to:

- answer your questions,
- inform you about your rights,
- help you draft a letter,
- provide you with concrete solutions and assess, with you, as part of a personal support service, the action to be taken.

2. Preventive support

With a view to preventing disputes, we may help you to understand your legal documents, on request.

THE INFORMATION PROVIDED MAY NOT BE TREATED, IN ANY CIRCUMSTANCES WHATSOEVER, AS A SUBSTITUTE FOR LEGAL ADVICE FROM REGULATED PROFESSIONS, AS THE ONLY PROFESSIONS QUALIFIED TO DO SO.

TERMS OF COVER - CONTRACTUAL UNDERTAKINGS

THE COVER IS ONLY GRANTED IF THE INSURED FORMALLY RECORDS ITS CONTRACTUAL UNDERTAKINGS GIVEN TO ITS END CUSTOMERS IN WRITING, INCLUDING THE NATURE AND TECHNICAL DETAILS OF THE SERVICE AND THE INSURANCE OPTION SELECTED (STANDARD, ADVANCED OR CORPORATE). THOSE UNDERTAKINGS REQUIRE THE ACCEPTANCE OF THE TERMS OF USE OF THE PLATFORM OF THE POLICYHOLDER OR ITS SUBSIDIARIES. IT UNDERTAKES TO PROVIDE A COPY TO THE INSURER, ON REQUEST.

THE COVER IS ALSO GRANTED IF THE INSURED SIGNS UP TO A FRAMEWORK AGREEMENT FOR A CUSTOMER.

THE ASSIGNMENTS PERFORMED IN THAT RESPECT ARE IDENTIFIED IN THIS POLICY AS "UNIQUE PROVIDER MODEL" ASSIGNMENTS.

APPLICATION OF THE CONTRACT

THIS CONTRACT APPLIES IF THE INSURED HAS NOT TAKEN OUT ANY OTHER INSURANCE OR SUPPLEMENTS ANY OTHER INSURANCE TAKEN OUT BY THE INSURED.

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

INSURANCE EXCLUSIONS:

GENERAL EXCLUSIONS

- REGULATED PROFESSIONS - THE FOLLOWING IS EXCLUDED: THE INHERENT RISKS OR **DAMAGE** RESULTING FROM THE PRACTICE OF A REGULATED PROFESSION FOR WHICH INSURANCE IS MANDATORY.
- THE FINANCIAL CONSEQUENCES OF THE CIVIL LIABILITY OF PROVIDERS, INCURRED OUTSIDE THE SCOPE OF THE ASSIGNMENTS PROPOSED ON THE PLATFORM.
- ANY **DAMAGE** RESULTING FROM A FAILURE BY THE CUSTOMER TO APPROVE THE CONTENT OF INFORMATION BEFORE IT IS POSTED ONLINE;
- SUBCONTRACTED ACTIVITIES: THE FOLLOWING ARE ALSO EXCLUDED FROM THE COVER UNDER THE **POLICY**: THE INHERENT RISKS OR **DAMAGE** RESULTING FROM ACTIVITIES AND/OR SERVICES SUBCONTRACTED BY FREELANCERS FOR THE PURPOSES OF THE ASSIGNMENTS PERFORMED.

EXCLUSIONS RELATING TO ASSIGNMENTS

COMPLAINTS OR **DAMAGE** RESULTING FROM THE FOLLOWING ASSIGNMENTS PERFORMED DIRECTLY OR THROUGH SUBCONTRACTING ARE EXCLUDED:

- **SERVICES** AND/OR **DELIVERABLES** IN INDUSTRIAL PRODUCTION ENVIRONMENTS/SCADA SOFTWARE
- CREATION/DEVELOPMENT/SALE OF FINANCIAL INFORMATION AND/OR CASH FLOW MANAGEMENT SOFTWARE,
- CREATION/DEVELOPMENT/SALE/EXPLOITATION OF GAMBLING SOFTWARE ALLOWING USERS TO EARN MONEY,
- CREATION OF INTERNET SEARCH ENGINES,
- DESIGN AND DEVELOPMENT OF APPLICATIONS OR EQUIPMENT TO HELP DIAGNOSE AND TREAT PATIENTS, WHETHER OR NOT THEY ARE TREATED AS MEDICAL DEVICES,
- HOSTING OF: WEBSITES BY THE INSURED, HEALTH DATA HOSTING,
- SERVICES PROVIDED IN THE FIELD OF CRYPTOCURRENCY, NFT, BLOCKCHAIN AND BIM SOFTWARE,
- SERVICES INVOLVING ANY FORM OF HANDLING OF FUNDS BY THE INSURED (OR ITS EMPLOYEES), REGARDLESS OF THE TYPE OF FINANCIAL TRANSACTION PERFORMED AND WHETHER IT IS PROVIDED DIRECTLY BY THE INSURED (OR ITS EMPLOYEES) OR THROUGH A THIRD PARTY, ON ITS OWN BEHALF OR ON BEHALF OF ANOTHER PERSON,
- DIGITAL ACCESS PROVIDER SERVICES,
- CREATION AND DEVELOPMENT OF ONLINE MUSIC AND WALLPAPER DOWNLOADERS,
- DATA PROTECTION OFFICER DUTIES, WITHIN THE FRAMEWORK OF EU REGULATION 2016/279 OF 27 APRIL 2016 ON THE PROTECTION OF PERSONAL DATA (GDPR), AND IMPLEMENTING LEGISLATION,
- ADVICE ON MERGERS AND ACQUISITIONS, ADVICE ON ASSET MANAGEMENT, ANY TECHNICAL RECOMMENDATIONS TREATED AS ENGINEERING/TECHNICAL DESIGN CONSULTANCY OTHER THAN IN THE FIELD OF INFORMATION TECHNOLOGY, ANY PROJECT MANAGEMENT/ASSISTANCE TO PROJECT OWNER SERVICES FOR BUILDING/CIVIL ENGINEERING WORK

22 Nov. 2023
RCP0388146

Postal address: 12 Quai des Queyries, CS 41177, 33072 Bordeaux - Tel: +33 (0)1 53 21 82 82

Hiscox SA - Hiscox France, 38 Avenue de l'Opéra, 75002 Paris

Registered office: 35F Avenue John F. Kennedy, L-1855 Luxembourg, Luxembourg

Share capital: €59,730,000.00

Registration number in Luxembourg: B217018 - Paris Trade and Companies Register No. 833 546 989

EU VAT No. FR88833546989

SPECIFIC TERMS AND CONDITIONS

IT Sector

HA RCP0388146

SPECIFIC PROVISIONS APPLICABLE TO PROFESSIONAL CIVIL LIABILITY AND BUSINESS LIABILITY COVER - CYBER EVENTS

ADDITIONAL DEFINITIONS

Cyber Event: Any **cyber attack** or any **flaw** affecting an **IT system**

Cyber Attack: An act by an **employee** or **third party** who intentionally threatens, attempts or manages to:

- fraudulently access, use or remain in all or part of an **IT system**; or
- prevent **you** or prevent **your employees** from accessing an **IT system**, including by means of encryption solutions, denial-of-service attack or any computer infections introduced into the **IT system**; or
- hinder, impair or tamper with the **IT system's** operations; or
- access, introduce, use, destroy, impair or disclose without authorisation the data stored, sent, read or backed up by **you** within an **IT system**.

Flaw: Malfunction or unavailability of an **IT system** caused by human error or a programming error committed unintentionally by an **employee** or an external provider.

IT System: Computers, hardware, software, firmware, communication systems, mobile equipment, data backup systems, smartphones, laptops, tablets, electronic computing devices, servers, home automation systems, cloud infrastructure or microcontroller units.

An IT System also includes any configuration of the above-mentioned components and any data stored on the above-mentioned components and any associated input device, output device, data or information storage device, network equipment or backup system.

COVER APPLICABLE FOR A CYBER EVENT - TERMS OF COVER

The following is covered: complaints resulting from a **cyber event** in cases where **you** are unable to comply with **your** contractual undertakings due to the **cyber event**, solely within the limits of those undertakings and subject to the terms of cover set out below; EXCLUDING ALL OTHER **COMPLAINTS** RELATING TO A **CYBER EVENT**.

TERMS OF COVER:

The cover under the **module** only applies if:

Backups:

- the critical data and systems* of the **insured** are backed up each week, involving a physical backup that remains disconnected from its systems at a given time, or
- the **insured** performs weekly backups using one of the following cloud solutions: Microsoft OneDrive, Google Drive, iCloud, Azure Recovery Services Vault, AWS Infrequent Access, AWS Glacier or Veeam Backup & Replication.

22 Nov. 2023
RCP0388146

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

IT security:

- the **insured** updates the software and **IT systems** (including antivirus and firewall) it uses within 30 days of patches being made available by the manufacturer;
- the **insured** does not use software and **IT systems** for which mainstream support is no longer offered by their manufacturer;
- all the **subsidiaries** follow the same cyber security policies, procedures and processes as the **policyholder**;
- all users of the **IT systems** of the **insured** are required to complete a two-step verification process** (A2F/MFA) to access or manage all remote access to its IT systems including remote working, access to applications, cloud resources (for example, Gsuite, Microsoft365, Azure and AWS etc.) and access to cloud backups;

Administrator:

- the **insured** only assigns "admin" rights to users who need them;
- the network administrators, system administrators and individual contractors have two different accounts, one for their administrative duties and the other for their day-to-day use (for example, emails).

**Critical data and systems are those which, if unavailable or offline for more than 24 hours, would cause you to lose income*

*** In addition to the username and password, a security code is sent to authentic users only, on their telephone, through their email account or using a specific authentication application.*

All of the above paragraphs are independent and the terms they contain apply cumulatively.

FREE CONTRACT

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

ADDITIONAL CLAUSES

SPECIFIC PROVISIONS APPLICABLE TO THE ENHANCED "ADVANTAGES PLUS" COVER

I. EXCLUSION FOR EMBEZZLEMENT BY AN EMPLOYEE

NOTWITHSTANDING SECTION II OF PART 2 OF THE GENERAL TERMS AND CONDITIONS, THE ENHANCED "ADVANTAGE PLUS" COVER FOR "EMBEZZLEMENT BY AN **EMPLOYEE**" DOES NOT APPLY FOR THE **INSURED** AND IS THEREFORE EXCLUDED FROM THIS **POLICY**.

II. COVER SUB-LIMITS

As a partial exemption to the Cover Table set out on the last page of these Specific Terms and Conditions, the **cover sub-limits** for the enhanced "**Avantages Plus**" cover of the **policy** (Section II of Part 2 of the General Terms and Conditions) are as follows:

Cover	Amount of the cover sub-limit	Applicable excess
Loss of your documents	€5,000 for any one loss and per period of insurance	Standard excess
Hacking of your website	€5,000 for any one loss and per period of insurance	Standard excess
Damage to your reputation	€5,000 for any one loss and per period of insurance	Standard excess
Replacing a key person	€5,000 for any one loss and per period of insurance	Standard excess
Disputed financial claim	€5,000 for any one loss and per period of insurance	Standard excess
Project costs	€5,000 for any one loss and per period of insurance	10% of the above cover sub-limit

SPECIFIC TERMS AND CONDITIONS
IT Sector
HA RCP0388146

IF THE **COVER LIMIT** GRANTED FOR PROFESSIONAL CIVIL LIABILITY IS LOWER THAN THOSE AMOUNTS, THAT **COVER LIMIT** WILL APPLY.

THOSE **COVER SUB-LIMITS** ARE FULLY INCORPORATED INTO THE **COVER LIMIT** GRANTED FOR PROFESSIONAL CIVIL LIABILITY (INCLUDING POST-**DELIVERY** LIABILITY) AS SET OUT IN THE COVER TABLE BELOW.

FREE CONTRACTUAL VALUATION

22 Nov. 2023
RCP0388146

PROFESSIONAL CIVIL LIABILITY and/or POST-DELIVERY LIABILITY

<ul style="list-style-type: none"> - Cover limit <li style="padding-left: 20px;">Including the following cover sub-limits: <li style="padding-left: 40px;">- Any bodily injury, physical damage and non-physical damage whether or not consequential <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage whether or not consequential: Standard assignment <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage whether or not consequential: Advanced assignment <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage whether or not consequential: Corporate assignment <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage, whether or not consequential, for the creation, operation and maintenance of the platform/marketplace <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage, whether or not consequential, relating to the Heinz contract <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage whether or not consequential: Unique Provider Model contract <li style="padding-left: 60px;">- Any bodily injury, physical damage and non-physical damage whether or not consequential: For other contracts - Service refunds <li style="padding-left: 20px;">- Service refunds: Standard assignment <li style="padding-left: 20px;">- Service refunds: Advanced assignment <li style="padding-left: 20px;">- Service refunds: Corporate assignment <li style="padding-left: 20px;">- Service refunds: Operation of the marketplace <li style="padding-left: 20px;">- Service refunds for the Heinz contract <li style="padding-left: 20px;">- Service refunds: Unique Provider Model contract <li style="padding-left: 20px;">- Service refunds: For other contracts - Excess for all types of damage other than bodily injury <li style="padding-left: 20px;">- Specific USA/Canada excess - Excess for service refunds 	<ul style="list-style-type: none"> €20,000,000.00 per year €20,000,000.00 for any one loss and per insurance year €500,000.00 for any one loss €1,000,000.00 for any one loss €5,000,000.00 for any one loss €2,000,000.00 for any one loss €10,000,000.00 for any one loss €5,000,000.00 for any one loss €2,000,000.00 for any one loss €20,000,000.00 for any one loss €500,000.00 for any one loss €1,000,000.00 for any one loss €5,000,000.00 for any one loss €2,000,000.00 for any one loss €5,000,000.00 for any one loss €5,000,000.00 for any one loss €2,000,000.00 for any one loss €1,000.00 for any one loss €15,000.00 for any one loss €1,000.00 for any one loss
---	---

BUSINESS LEGAL PROTECTION INSURANCE
--

- Per insurance year	Unlimited
- Per dispute	€50,000

BUSINESS LIABILITY/EMPLOYER'S LIABILITY
--

- Cover limit	€8,000,000.00	for any one loss
Including the following cover sub-limits :		
- Physical damage and consequential non-physical damage	€1,500,000.00	for any one loss
- Non-consequential non-physical damage	€500,000.00	for any one loss
- Food poisoning	€800,000.00	for any one loss
- Occupational diseases and/or gross negligence [faute inexcusable]	€1,500,000.00	per insurance year
- Accidental environmental harm	€800,000.00	for any one loss
- Theft by employees	€30,000.000	for any one loss
- Excess for all types of damage other than bodily injury	€500.00	for any one loss

FREEDONTACTUAL