



Ko-Selling.com

Terms of Use

Effective date: 27/04/2026

Ko-Selling.com is a SaaS platform operated by NP&CO, located at: **791, Avenue Leonard de Vinci, 34970 Lattes, France, registered under the number: 7975818990029**

Protection, fairness, and transparency are core principles of our approach.

In accordance with Regulation (EU) 2016/679 (GDPR), only a limited amount of personal data is processed, and no personal data is collected or processed from the customer's CRM tool. Further details are provided in the sections below.

You are encouraged to contact us for any request or inquiry relating to these documents at support@ko-selling.com.

Terms of Use, Data Transfer Information, Privacy Notice

This document is composed of legally distinct sections:

- (i) Terms of Use governing the contractual relationship between the user and NP&CO company, including the Data Sharing Information,
- (ii) a Privacy Notice describing how a limited amount of personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR).

Definitions

For the purpose of these Terms, the following terms have the meanings ascribed to them below:

Defined Term	Meaning
Platform and Service Definitions	
Ko-Selling Platform / Ko-Selling / Service / we / our	The professional business-to-business software-as-a-service platform provided by NP&CO, enabling customer relationship management (CRM) connectivity and the identification of co-selling opportunities between business partners.
CRM Connection / Customer CRM Connection	The secure technical integration, including OAuth 2.0 authentication, used to access and synchronise data from the Customer's CRM system in connection with the Service.
CRM Data / Customer CRM Data	The limited business data made securely available to Ko-Selling through the Customer's CRM system solely for the purpose of providing the Service, excluding contacts and any fields that, under the standard configuration and recommended use of CRM tools, contain Personal Data. CRM Data remains at all times under the Customer's exclusive control.



Parties and Roles	
Customer / Controller	The legal entity that determines the purposes and means of the Processing of Personal Data and that enters into the Agreement with NP&CO.
NP&CO (Role)	For the purposes of this DPA, NP&CO acts as a Processor (or service provider), meaning an entity that processes Personal Data on behalf of the Customer and in accordance with the Customer's documented instructions.
User / you / your	An individual authorised by the Customer to access and use the Service on the Customer's behalf, including under a freemium or trial account. Users act under the authority of the Customer and do not qualify as Controllers in their individual capacity.
Partners	Third-party companies explicitly selected by the Customer through the Service with whom the Customer chooses to share CRM Data for the purpose of identifying co-selling opportunities. Partners act as independent Controllers with respect to any Personal Data they receive from the Customer. This term is distinct from the "Parties" to the Agreement.
Third Parties and Sub-processors	
Third Parties	Entities engaged by NP&CO to support the operation of the Service (such as infrastructure, hosting or security providers), excluding Partners.
Data Protection Concepts	
Personal Data	Any information relating to an identified or identifiable natural person, as defined in Article 4(1) of Regulation (EU) 2016/679 (GDPR) and equivalent definitions under applicable Data Protection Legislation.

Purpose of the Service

Ko-Selling platform enables Users to connect their CRM with one or more Partners' CRMs in order to identify co-selling opportunities based on shared companies. The Service is designed exclusively for professional use.

1. Terms of Use

1.1. Eligibility & Account Responsibility

Ko-Selling is accessible only to users aged 18 years or older, acting in a professional capacity on behalf of a business entity. By using the Service, you confirm that you have the authority to bind that entity.

You are responsible for maintaining the confidentiality of your login credentials and for all activities carried out under your account. Any suspected unauthorized access must be reported immediately to support@ko-selling.com



1.2. Acceptable Use

You agree not to:

- Use Ko-Selling for unfair competition purposes;
- Scrape or automatically extract data;
- Attempt to bypass contractual, technical, or security restrictions.

1.3. Subscriptions & Billing

All plans are visible at: <https://app.ko-selling.com/plans>

Subscriptions are charged on a monthly or annual recurring basis via Stripe.

All prices are shown exclusive of tax.

Users may cancel their subscription at any time at: <https://app.ko-selling.com/plans> or by sending an email to support@ko-selling.com

We reserve the right to modify pricing, features, and functionalities, at any time.

Any change that directly impacts a User's plan will be communicated to them by email at least 30 days before the next due date.

The User may terminate without penalty before the changes take effect at: <https://app.ko-selling.com/plans> or by sending an email to support@ko-selling.com

1.4. Suspension & Termination

Users can terminate their subscription at any time via their dashboard or by sending a request to support@ko-selling.com. The termination will take effect at the end of the current billing cycle, and no additional fees will be charged.

NP&CO reserves the right to terminate or suspend access to the Ko-Selling platform at any time, without notice, in the event of a violation of these Terms of Use or if we suspect abusive use of the Service.

In the event of termination, all data associated with the user's account will be deleted in accordance with our data protection policy.

1.5. Third-Party Integrations Process

CRM connection is established using secure OAuth 2.0 protocols. Ko-Selling does not permanently store CRM data and processes it only in real time to perform API calls necessary for the Service.

CRM Data is never shared automatically and is made accessible only to Partners explicitly selected by the User.

Currently supported CRMs are listed <https://app.ko-selling.com/crm>



1.6. Co-Selling & Partner Accountability

Topic	Responsibility
Role of Ko-Selling	Technical facilitator and solution provider
Initiation of data sharing	User's explicit action
Control after transfer	Receiving Partner or User
GDPR compliance	Each party acts as an independent data controller
Information of data subjects	Responsibility of the User initiating the transfer

Ko-Selling bears no responsibility for how Partners or Users store, process, or retain CRM Data once it has been transferred in his CRM or in Partner's CRM.

1.7. Intellectual Property

All content and technology used in the Service, including designs, code, algorithms, and trademarks, are the exclusive property of NP&CO or its licensors.

You may not:

- Copy, reproduce, or reverse-engineer the platform;
- Use Ko-Selling trademarks without prior written consent.

1.8. Warranty Disclaimer & Liability Limitation

Ko-Selling is provided "as-is" and "as available." NP&CO excludes all liability for indirect, unforeseeable, or consequential damages not directly caused by the Service, to the fullest extent permitted by applicable law.

The quality of results delivered by the Service depends directly on:

- The mapping configuration defined by the User;
- The structure and configuration of the User's CRM;
- The accessibility and responsiveness of CRM services;
- The technical and rate limitations imposed by each CRM provider.

Ko-Selling applies industry-standard security practices, including encryption in transit (TLS 1.2+) and at rest.

Ko-Selling will use commercially reasonable efforts to maintain a monthly uptime of 99.5% for all accounts, excluding scheduled maintenance and force majeure events.

We disclaim liability for:

- Indirect business losses;
- Errors in opportunity detection;
- Service interruptions.



1.9. Force Majeure

NP&CO shall not be liable for delays or failures in fulfilling its obligations under these Terms of Use if such delays or failures result from circumstances beyond its reasonable control, including but not limited to acts of war, riots, fires, floods, earthquakes, strikes, embargoes, government actions, network or service outages, or any other cause beyond reasonable control.

In such cases, NP&CO will notify the User by email or through the platform interface of the circumstances leading to the impossibility of performance, and NP&CO's obligations will be suspended for the duration of the force majeure event.

1.10. Governing Law and Jurisdiction

These Terms are governed by the laws of France. In the event of a dispute, jurisdiction is granted to the courts of Montpellier, France.

2. Data Transfers & Accountability Notice

2.1. Purpose and Commitments

Each Party acknowledges that, for the sole purpose of providing, accessing the Ko-Selling application & services (the "Permitted Purpose"), CRM Data may be shared between the Parties in accordance with this ToU.

Each Party shall process data strictly for the Permitted Purpose of enabling and improving partnership collaboration through the Services. All information exchanged between Parties shall be considered confidential and handled accordingly.

Users shall not disclose, store, or otherwise use any confidential information obtained from their partners without prior authorization.

Each Party further undertakes to ensure that any authorized sub-processing is carried out in compliance with applicable data protection laws and these Terms of Use.

For the avoidance of doubt, any processing, sharing, or retention of personal data and/or CRM Data shall be strictly limited to what is necessary for the provision and operation of the Services, in accordance with the principle of data minimisation. The Services have been designed by NP&CO so as not to require access to personal data relating either to the contacts stored in the CRM and their details, or to the CRM users and their details, except where such access is strictly necessary for the provision of the Services.



2.2. Roles of the Parties

Actor	Role
NP&CO (Ko-Selling)	Data processor and technical intermediary
User	Independent data controller
Partner	Independent data controller upon data receipt
Third-party providers	Processors for limited operational purposes

2.3. Data Sharing Between Partners

Where the Data Controller decides, via the Ko-Selling platform, to share CRM data with another partner for the purpose of identifying partnerships, synergies or business opportunities such sharing is decided exclusively by the Data Controller; and NP&CO does not act as a joint controller and does not independently decide on such sharing.

The Data Controller may also, at any time, cease sharing data with any partner, without requiring any approval from the Data Processor.

Notwithstanding the foregoing, the Data Processor may suspend or stop any data sharing with a partner if it reasonably detects anomalies, security risks, or non-compliance issues. In such a case, the Data Processor shall inform the Data Controller by email within one (1) hour of such suspension.

The Ko-Selling service is strictly intended for the processing of business-related data only and is not designed to collect, process, or exchange Personal Data between Users and Partners. Any use of the service involving CRM Personal Data is strictly prohibited.

Users expressly agree not to transmit any CRM Personal Data through the platform.

If a user nevertheless transmits CRM Personal Data, such user does so at their own sole responsibility and shall be deemed the Data Controller within the meaning of applicable data protection laws.

In such circumstances, Ko-Selling acts solely as a Data Processor, providing a passive technical infrastructure, and does not determine the purposes or means of any processing carried out by users. Accordingly, Ko-Selling shall not be held liable for any unlawful or non-compliant use of the service by the Data Controller.

Ko-Selling reserves the right, at its sole discretion and without prior notice, to remove any content containing personal data and to suspend or terminate access to the service in case of breach of this provision.



2.4. Co-Selling Data Transfers

CRM Data is shared only following explicit User action. Once transferred into a Partner's or User's CRM, Ko-Selling no longer controls the CRM Data. When a User uses the Service with a Partner, the data processed by the Data Processor is written and stored in User's CRM and Partner's CRM.

Stage	Accountability
Transfer initiation	User
Data receipt	Selected Partner or User
Subsequent use	Receiving data controller
Legal compliance	Each party individually

3. Privacy Notice

3.1. Scope of Personal Data Collection

Ko-Selling limits the collection and processing of personal data strictly to contact related information of its customers and business partners, necessary for account management, service delivery, security, and contractual communications. No personal data unrelated to professional contact details is collected.

3.2. Purposes and Legal Bases

In accordance with Article 13 of the GDPR, Ko-Selling processes your data on the following legal bases:

Processing Activity	Personal Data Collected	Legal Basis (Art. 6.1)
Account creation and management	First name, last name, business email address, company name	Contractual Performance
Authentication and access security	Business email address	Contractual Performance
Subscription and billing	Business email address, company name, billing and transaction records	Contractual Performance



Service monitoring and security	Usage and access logs	Contractual Performance & Legal Obligation
Marketing communications	First name, last name, business email address, company name	Consent
User support and communications	Support emails, chat communications	Contractual Performance
Legal and regulatory retention	Account and transaction records	Legal obligation

3.3. Data Transfers and Service Providers

All providers are required to comply with appropriate data protection, security and confidentiality standards.

- Third-Party Service Providers

Provider	Location	Purpose
HubSpot	United States	Marketing communications
Stripe	United States	Payment processing
Bubble.io	United States	Account settings

- International Data Transfers

In case of data transfer outside the EEA, Ko-Selling ensures appropriate safeguards are in place, such as Standard Contractual Clauses (SCCs) approved by the European Commission.

3.4. Data Subject Rights

To exercise any of these rights, please contact us at support@ko-selling.com

We will respond to your request within a maximum of 30 days.



Right	Description
Right of access	You may request confirmation as to whether we process your personal data and obtain a copy of the data we hold about you.
Right to rectification	You may request the correction of inaccurate or incomplete personal data.
Right to erasure	You may request the deletion of your personal data, subject to applicable legal retention obligations.
Right to data portability	You may request to receive your personal data in a structured, commonly used, and machine-readable format.
Right to object or restrict processing	You may object or restrict at any time to the processing of your personal data for direct marketing purposes.
Right to withdraw consent	Where we have relied upon your consent to process your personal data, you have the right to withdraw that consent.
Automated decision making and profiling	NP&CO does not use any automated decision-making processes, including profiling, within the meaning of Article 22 of the General Data Protection Regulation (GDPR).

You also have the right to lodge a complaint with the Data Protection Authorities. Please see below for contact details of the national data protection authorities of the European Union: https://www.edpb.europa.eu/about-edpb/about-edpb/members_en#member-ie.

3.5. Cookies Policy

Ko-Selling and the NP&CO use cookies and similar tracking technologies solely to ensure a smooth and functional user experience.

Cookies are small text files consisting of letters and numbers, sent from our web servers and stored on your device for a limited time. The cookies we use are essential for the website to function properly and to improve the services we provide. These cookies do not collect any personal data and are not used for marketing purposes. They are strictly necessary to enable core website features.

3.6. Changes to Terms

We reserve the right to modify these Terms at any time.

Changes will be notified either by email or within the platform interface.