

Okta Personal Terms of Use for Individuals in France

Last Updated: December 5, 2023

These Okta Personal Terms of Use (the “Terms”) are a binding agreement between you (“You” or “Your”) and Okta, Inc. (“Okta,” “We,” “Our,” or “Us”), which govern Your access and use of Okta Personal, whether accessed through a web browser or plug in, desktop client, or mobile application (“Okta Personal”). Please read these Terms carefully before downloading, installing, or using Okta Personal. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THESE TERMS, YOU MAY NOT USE OR ACCESS OKTA PERSONAL. By clicking “Accept”, You accept these Terms and represent that You: (i) are bound by these Terms, (ii) are the age of majority in the jurisdiction where You reside, and (iii) have the power to, and may legally, enter a binding contract with Okta. You will not be granted access to use Okta Personal unless You accept these Terms and the Privacy Policy. If any acceptance, confirmation, or other communication from You states terms or conditions additional to or different from these Terms, those additional or different terms or conditions are hereby deemed material alterations, notice of Okta’s objection to and rejection of them is hereby given, and those additional or different terms or conditions shall have no effect.

1. **Third Party Services.** These Terms do not apply to third-party websites, services and applications (“Third-Party Services”) integrated with or that You may link to Okta Personal. We are not responsible for, do not endorse, and have no control over the content or practices of Third-Party Services. We recommend You review the terms and policies of any Third-Party Service You access through Okta Personal. Okta provides such links only as a convenience, and if You access Third Party Services through Okta Personal, You do so at Your own risk.
2. **Registration.** When You create an account with us (“Your Account”), You shall:
 - Keep Your Account information and password confidential;
 - Notify Okta immediately by email to okta_personal@okta.com of any actual or suspected unauthorized use of Your Account;
 - Use Your Account solely for Your personal and non-commercial use;
 - Not share or transfer Your Account or the right to access Your Account to any third party;
 - Be the sole person conducting activities on Your Account;
 - Provide only true, accurate, current, and complete information and always keep it up-to-date; and
 - Not select or use credentials of another person or entity with the intent to impersonate that person or entity or use credentials in which another person has rights without such person’s authorization.

Okta will not be responsible for any loss to You caused by Your failure to comply with any of the foregoing rules. Any failure to comply with the foregoing rules shall constitute a breach of these Terms, which may result in suspension or immediate termination of Your Account, at Okta’s discretion.

3. **Purchases.** While Okta Personal is currently free to You, You may be offered the opportunity to purchase, subscribe to or otherwise obtain products or services accessible or made available through Okta Personal. Some features may only be available based on a subscription purchased by You or a third party. You authorize Okta (or a company chosen to act on behalf of Okta) to charge the credit card, debit card, mobile services account, or other payment method provided in connection with any such transaction and will pay all charges incurred in connection with any such transaction.
4. **Term and Termination.** These Terms will be effective on the date You first use or access Okta Personal and will continue until terminated. You may terminate these Terms by deactivating Your Account at any time by emailing us at okta_personal@okta.com, however, if You re-download or re-commence use or access to Okta Personal, then You must accept the current version of these Terms to access or use Okta Personal. Okta may terminate these Terms at any time. If You fail to comply with any of these Terms, Okta may, suspend or terminate Your Account, and preclude you from accessing Okta Personal. Okta further reserves the right to modify, suspend, or discontinue Okta Personal (or any part or content thereof) at any time. In such case, We will use reasonable commercial efforts to provide You with no less than 30 days prior notice, unless the termination arises from a matter that is beyond our control or for which a provision of such advance notice is not possible or feasible. Upon any termination of these Terms, all rights granted to You and all benefits accrued by You under these Terms will cease, Your Account will be deactivated, and You must promptly discontinue all use of Okta Personal. Upon termination of these Terms or deactivation of Your Account as provided hereunder, Okta may delete Your Account and all associated data. The terms and conditions of these Terms which by their nature should survive termination of these Terms shall survive any termination of these Terms.
5. **Ownership.** Okta retains all right, title and interest in and to (a) Okta Personal, including all text, files, images, graphics, illustrations, information, data, audio, video, photographs, advertising, and other content and materials comprising, available on or provided from or through Okta Personal and (b) Okta's name, logo and other marks, and all intellectual property rights related to each of the foregoing, including, without limitation, all modifications, enhancements, derivative works, and upgrades. Okta Personal is licensed to You solely to the extent provided in these Terms. All rights in and to Okta Personal not expressly granted to You in these Terms are expressly reserved by Okta.
6. **Usage Rights.** You may, solely during the period provided in Section 5, access and use Okta Personal in accordance with these Terms for Your own personal and individual use only. You may not modify, copy or reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of Okta Personal without the prior written permission of Okta. Your use of the Third-Party Services will be governed by the applicable third-party license(s), copies thereof which are available on the Okta website at

<https://www.okta.com/trustandcompliance/>. In the event of an express conflict between a third-party license and these Terms, such third-party license shall control solely with respect to the specific Third-Party Services.

7. Your Data. “Your Data” means any data and content uploaded by You or on Your behalf to Okta Personal. You retain all of the rights in and to Your Data. You hereby grant Okta a royalty-free, fully paid-up, irrevocable, worldwide license to store, retrieve, backup, restore, and otherwise copy Your Data so that we may provide You with Okta Personal, including for legitimate business purposes such as fraud prevention as outlined in the Privacy Policy. You shall not to upload or provide Your Data that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy or includes any offensive comments; (b) infringes, misappropriates, or otherwise violates any intellectual property rights of any third party; (c) is illegal or violent or advocates or promotes illegal or violent activities; or (d) or is otherwise in violation of these Terms. You represent and warrant to Okta that You own all right, title, and interest in and to Your Data that You provide or upload to Okta Personal, or that You have sufficient rights to grant Okta the rights discussed in these Terms.
8. Feedback and Updates. Any feedback, ideas, suggestions, or any other comments You may provide to Us regarding Okta Personal (“Feedback”) is voluntary, gratuitous, and will not place Okta under any obligation to You. You hereby grant Okta an irrevocable, unrestricted, royalty-free right and license to use Feedback in any lawful manner, without compensation and without any obligation to You. . The Service may need to be updated from time to time. If you do not download such updates, Your use of the Service may not be secure, and you may not receive certain features, functionality, or notices and/or You may lose access to certain features, functionality, or notices of the Service. If any of the updates (i) go beyond what is necessary to keep the Service in conformity and (ii) negatively impact Your access or use of the Service in a more than minor way, We will give you reasonable prior notice of such updates. In such case, Your continued use of the Service after a period of 30 days from when the update comes into effect will confirm Your acceptance of the update. If You do not agree to the update, You must stop using the Service.
9. Restrictions. You shall not (a) modify, prepare derivative works of, or reverse engineer, Okta Personal; (b) use Okta Personal in a way that does or attempts to abuse or disrupt Our networks, user accounts, or Okta Personal; (c) store within, upload or transmit any harassing, indecent, obscene, or unlawful material, or any type of virus, malware, or malicious code; (d) upload or transmit any material that may infringe the intellectual property, privacy, or other rights of third parties through Okta Personal; (e) use Okta Personal to commit fraud or impersonate any person or entity; (f) remove, bypass or circumvent any electronic protection measures of, or related to, Okta Personal; (g) use Okta Personal for any commercial purposes, provided that Okta Personal features that are available for an enterprise version of Okta used by You with Okta-provided tools and links are permitted, subject to the permissions granted by your enterprise Okta

administrator; (h) violate these Terms, the terms of any Third-Party Service, or any third-party license, or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Okta on its website or in the application; or (i) sell, resell, loan, share, lease or sublease Okta Personal, user accounts or access to Okta Personal.

10. Copyright Infringement Claims. Just as Okta requires users of Okta Personal to respect the copyrights and other intellectual property rights of Okta, its affiliates, and other third parties, Okta respects the copyrights and other intellectual property rights of users of Okta Personal and other third parties. In accordance with the Digital Millennium Copyright Act (DMCA), if You believe in good faith that Your copyrighted work has been reproduced in Okta Personal without authorization in a way that constitutes copyright infringement, You may notify Okta's designated copyright infringement agent in accordance with Okta's copyright infringement notification policy, available at: <https://www.okta.com/copyright/>.

Exclusions of certain warranties and limitations or liability are not allowed in some jurisdictions, therefore some of the below exclusions and limitations may not apply to users located in those jurisdictions.

11. Okta does not exclude or limit in any way its liability to You where it would be unlawful to do so. Notwithstanding the legal disclaimer below, We cannot be held liable for any non-performance which is imputable to You, or to an unforeseeable and insurmountable event of a third-party, or a force majeure event. As describe in these Terms, Your Account is made available for personal and non-commercial use. Accordingly, We will have no liability to you for business losses, including notably any loss of profit, loss of business, business interruption or loss of business opportunity.

As a consumer, You may benefit from the legal warranty of conformity and legal warranty against hidden defects under the French consumer protection regulations. To exercise Your consumer rights, please contact Us using the information provided in these Terms.

For the purposes of the legal disclaimer below, "consumer" shall mean "You"; "professional" shall mean "Okta"; and "X" shall mean "the contractual period(s) of supply of digital content or digital service that are offered by Okta as indicated in the applicable terms on the Okta website and/or on the Okta app".

The consumer is entitled to the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity during a period of X as from the supply of the digital content or digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance. The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or digital service during X.

The legal guarantee of conformity gives the consumer the right to have the digital content or digital service brought into conformity without undue delay following his request, free of charge and without causing significant inconvenience to him.

The consumer may obtain a reduction in price by keeping the digital content or digital service, or the professional should reimburse the price paid by the consumer for the digital content or digital service, if:

- 1. the professional refuses to bring the digital content or digital service into conformity;*
- 2. the conformity of the digital content or digital service is unjustifiably delayed;*
- 3. the digital content or digital service cannot be brought into conformity free of charge to the consumer;*
- 4. the conformity of the digital content or digital service causes significant inconvenience to the consumer;*
- 5. the lack of conformity of the digital content or digital service persists despite the professional's unsuccessful attempt to bring it into conformity.*

The consumer is also entitled to a price reduction or to rescission of the contract the lack of conformity is of such a serious nature as to justify an immediate price reduction or termination of the contract. In such cases, the consumer is not required to request that the digital content or digital service be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer is only entitled to rescission of the contract if the contract does not provide for payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of bringing it back into conformity suspends the warranty that remained until the digital content or digital service is provided in conformity again.

These rights result from the application of articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

A professional who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which can be increased to 10% of the average annual turnover (article L. 242-18-1 of the Consumer Code).

The consumer also benefits from the legal guarantee of hidden defects in application of articles 1641 to 1649 of the civil code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained, or to a full refund in exchange for the digital content or digital service being waived.

12. Notices. Except as expressly stated otherwise, any notices required or allowed under these Terms will be given to Okta by postal mail to Okta, Inc., ATTN: LEGAL, 100 First Street, Floor 6, San Francisco, CA 94105, USA with a copy, which shall not constitute notice, to legal@okta.com with the words "LEGAL NOTICE" in the subject line. If applicable law requires Okta to accept e-mail notices (but not otherwise), then You may send Okta an e-mail notice at legal@okta.com with the words "LEGAL NOTICE" in the subject line.

13. Third-Party Beneficiaries. Okta's affiliates are intended third-party beneficiaries under these Terms with the right to enforce the provisions that directly concern Okta Personal or other Okta technologies to which they have rights.
14. Assignment. You may not assign, delegate or transfer these Terms or any of Your rights hereunder, and any attempt to do so will be null and void.
15. Choice of Law, Jurisdiction, Venue and Class Action Waiver. If You are a consumer who is a resident of the European Union, You (i) benefit from the statutory consumer protection pursuant to the mandatory provisions of the laws of the country of Your residence and (ii) may bring a claim to enforce Your consumer protection rights before the courts of the country of Your residence. The European Commission provides for an online dispute resolution platform for consumers, which you can access here: <https://ec.europa.eu/consumers/odr>.
16. International Users. Okta Personal is operated out of the United States of America and data (including Your Data) may be stored and processed internationally. Okta does not represent that content presented in Okta Personal is appropriate for use in locations outside of the United States. You are responsible for complying with all applicable laws, rules and regulations including, but not limited to export, privacy and data protection laws and regulations.
17. Third Party Platform and Store Terms and Policies. If and to the extent the Apple App Store and/or the Google Play Store or other relevant third-party store or platform modify their rules for downloading or using mobile applications including Okta Personal, Okta shall not be responsible or liable for any such modifications, including any that vary from these Terms. Certain products, services, content, or functionality provided through Okta Personal (or otherwise provided by Okta) may include products, platforms, content, functionality or software provided by Google Inc. ("Google"). By using such Google-provided materials, You hereby agree to be bound by Google's Terms of Use located at <https://www.google.com/intl/en/policies/terms/>. In addition, Your use of software in connection with the Android version of the mobile application for Okta Personal is further subject to certain third-party licenses, which license and source code can be found at <http://source.android.com/source/licenses.html>, to which You hereby agree to be bound.

The mobile application for Okta Personal which is downloaded to an Apple product uses the iOS software development kit from Apple, Inc. ("Apple"), but Okta is solely responsible for such mobile applications and the content thereof. By using or accessing the applications via an Apple product, You acknowledge and agree that these Terms are between You and Okta and not with Apple. Furthermore, Your access or use of the Okta applications on an Apple product is limited to Apple products You own or control and as permitted by the usage rules set forth in the App Store Terms of Service. Okta is responsible for addressing any claims You may have related to the use and/or possession

of an Okta application, including, but not limited to: (a) product liability claims; (b) any claim that an Okta application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Okta is responsible for providing any maintenance or support services with respect to any Okta application. Apple is not responsible for any third-party claim that an Okta application, or Your possession and use of an Okta application, infringes a third party's intellectual property rights. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms but only to the extent it relates to an Okta application used on an Apple product, and Apple has the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof.

18. Entire Agreement. These Terms sets forth the entire understanding of the parties with respect to the subject matter hereof and supersede any and all prior oral and written terms or understandings between the parties regarding such subject matter.
19. Severability/Waiver. The waiver by either party of a breach of any provision of these Terms will not operate or be interpreted as a waiver of any other or subsequent breach. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.
20. Changes. Subject to applicable law, Okta reserves the right, at any time and without notice, to add to, change, update, or modify Okta Personal or these Terms, simply by posting such addition, change, update, or modification on Okta Personal. If Okta wishes to make material changes to the Terms, Okta will provide You with prior notice, as appropriate under the circumstances and as may be required by applicable law. Okta may do so, either by displaying a notice to you within Okta Personal, requesting your consent to such changes when You access Okta Personal, or by sending an email to Your Account's registered e-mail address or by any other electronic means for which you have provided us your information. You are responsible for monitoring Okta Personal for such changes. Any such addition, change, update, or modification will be effective at the date mentioned in the notice or your consent thereto (as applicable).
21. Beta Terms. Okta may test various products or features (each a "Beta Product"). You agree that these Beta Terms are separate and independent agreements for each such separate Beta Product that you may test. In the event You use a Beta Product version of Okta Personal, the following terms apply in addition to the Terms, but take precedence over the Terms, for the use of a Beta Product:
 - a) Beta Test Participation. Any Beta Product that is still in a testing phase will likely contain errors. You understand and agree that We may change, withdraw, terminate

Your access to, testing of and/or use of, or discontinue the Beta Product (or any portion thereof) at any time in Our sole discretion. During the term of these Beta Terms, You will use commercially reasonable efforts to provide Feedback and report issues or problems related to Your use of the Beta Product on a reasonable basis or as otherwise agreed (such as via email). You shall not disclose the Feedback to any third party and You hereby assign to Okta all right, title, and interest in and to any Feedback, without any right to compensation or any other obligation from Okta. If applicable law does not permit the assignment of Your Feedback, You hereby grant us a royalty-free, fully paid-up, irrevocable, worldwide license to use such Feedback for any purpose (such as improving the Beta Product).

- b) Confidentiality. “Confidential Information” means all information disclosed by Okta to you, or accessed or provided by you, relating to the Beta Product, including but not limited to, your use, your relationship with Okta, Feedback, and any other information made available for Beta Testing, except to the extent made public by Okta. You agree to: (i) only use the Confidential Information as necessary to use or test the Beta Product; (ii) will maintain Confidential Information in strict confidence and use the same degree of care that you use to protect your own Confidential Information, which shall be at least reasonable care; and (iii) not disclose the Confidential Information to any third party. You agree to not make public any information related to the Beta Product without Okta’s prior written approval, which Okta may grant or withhold, in its sole discretion. This confidentiality provision supersedes any prior agreements between the parties solely with respect to Confidential Information exchanged under the terms of these Terms.
- c) Term. With respect to each Beta Product, unless terminated earlier in accordance with the terms herein, the term of this Section 29 (Beta Terms) will begin on the date You first use or access the Beta Product and continue until the earlier of: (i) date specified by Okta, or (ii) the date in which Okta makes such Beta Product generally publicly available (at which point the Okta Personal Terms shall apply). In the event of termination (except if the Beta Product becomes generally publicly available), You must cease use of the Beta Product upon termination.