

# General Conditions of Use

## Professionals

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### Definitions

"The Company" or "LIVESTORM" or "We": the company LIVESTORM SAS (Commercial name "LIVESTORM") whose registered office is at 24 rue Rodier 75009 Paris FRANCE, intercommunity VAT number FR12820434439 operating the website [livestorm.co](http://livestorm.co) (the "Website").

"You" or "User": any regular or occasional user of the Livestorm Service, acting as an Administrator/Manager authorised by a Client.

"Website": all of the content and pages to which the User has access at the address [livestorm.co](http://livestorm.co).

"Livestorm Service": all of the services, functionalities and applications accessible via the Website and provided by LIVESTORM, in particular an online events management tool.

"Client": entity (legal or natural person) who subscribed to the Livestorm Service.

"Administrators" or "Managers": User authorised by a Client who has an Account, manages the invitations for online events, organises and manages online events and interacts with the Participants on behalf of the Client.

"Account": individual account created for Users to access and use the Livestorm Service.

"Content": any content published or distributed on the Livestorm Service by LIVESTORM, Users or a third party. This includes text, words, information, images, videos, sounds, data or hypertext links.

### Article 1. Ownership of Livestorm - Acceptance of General Conditions of Use

These General Conditions of Use (the "General Conditions of Use") specify the conditions of use in which the User (or "You") is/are authorised to use the Livestorm Service and the Livestorm Website.

These General Conditions of Use represent a binding agreement between You and LIVESTORM. You accept these General Conditions of Use when You use the Livestorm Service.

BY USING THE LIVESTORM SERVICE, YOU ACCEPT THESE GENERAL CONDITIONS; IF YOU DO NOT ACCEPT THEM, PLEASE DO NOT USE THE LIVESTORM WEBSITE OR THE LIVESTORM SERVICE.

LIVESTORM reserves the right, at its sole discretion and at any time, to change, modify, supplement or delete parts of these General Conditions of Use. You will be given advance notice of any change which is not entirely formal.

If You continue to use the Livestorm Website and/or the Livestorm Service after being notified of the changes made, this indicates that You accept the previously mentioned changes. As long as You comply with these General Conditions, LIVESTORM grants You a limited, non-exclusive and non-transferable personal right of access and use of the Livestorm Website and/or, if applicable, the Livestorm Service.

If Users violate these conditions, LIVESTORM may terminate their access or suspend it for a time.

## **Article 2. Access and operation of the Livestorm Service**

### **2.1 Access to the Livestorm Service**

The Livestorm Service is offered on the internet and to access it Users must have an internet connection. All telephone connection and internet access costs are at their expense. LIVESTORM does not make any equipment resources available to the User for connection to the Website, particularly telephone installations, terminal equipment, software or subscriptions.

LIVESTORM only grants the User a limited, non-exclusive and non-transferable licence to access and use the Livestorm Service and its content. This licence is subject to compliance with the rules provided by these General Conditions of Use.

To access the Livestorm Service, the User must have an Account on the [livestorm.co](http://livestorm.co) website.

LIVESTORM is free at any time to interrupt or suspend access to all or part of the Livestorm Service, or Website, particularly for operational or maintenance reasons, and to modify, suspend, delete the Website and to terminate its publication on the internet, without Users having any claim to compensation.

### **2.2 Operation of the Livestorm Service**

LIVESTORM does not guarantee that operation of the Livestorm Service is continuous or error-free.

LIVESTORM cannot be held responsible for unavailability, interruption or malfunction of the Livestorm Service, for whatever reason and, particularly, in the case of a fault in its internet access provider, its hosting service, the intrusion of a third party or force majeure.

LIVESTORM cannot be held responsible for the inconveniences and harm that are an inherent risk associated with use of the internet, such as the presence of viruses or malware.

## **Article 3. Registration and account creation**

### **3.1 Characteristics**

To have an Account, You must be a physical person, aged eighteen (18) or having reached the age of majority in your country of residence or having obtained the agreement of your legal representative (parent or guardian) if You are a minor.

The Account is a user account made available to You via an Account name.

The Account remains the property of LIVESTORM. You own only a right of access to the Livestorm Service, via an Account made available to You.

The Account and personal information are managed only on [livestorm.co](https://livestorm.co).

At a minimum the Account must respect the following rules:

- the personal information must be accurate, verifiable, complete and up-to-date; a personal and valid email address must be filled in.
- the information for connections to the Account (hours, country, internet access provider, prohibition of proxies) must correspond to the normal use of a user account.

### **3.2 Creation rules**

At a minimum the Account name must respect the following rules:

- correspond to a pronounceable word (for example the word HFRJIRO does not respect this rule);
- not make reference to a political orientation, an ethnic group, a community, a religion;
- not be vulgar or insulting;
- not have a sexual or pornographic connotation;
- not resemble or imitate a registered trademark;
- not make reference to a narcotic product or any other product prohibited by legislation;
- not resemble or imitate the name of an employee or director of LIVESTORM;
- not be spelled in an alternative way to avoid the rules imposed above.

### **3.3 Security**

To guarantee the security of your Account and thus avoid the theft of your Account commonly referred to as an "Account hack", You undertake to:

- not give a third party access to your Account. Lending, sharing, swapping, giving, purchasing, transferring or selling your Account are prohibited. Any lending, sharing, swapping, gifting, purchase, transfer or sale of the Account shall not be enforceable upon LIVESTORM.
- take all measures in order to prevent a third party accessing the Account that You have activated, even without your knowledge;
- not use the Account of another User;
- not distribute your identifiers, namely the Account name and password;
- use a personal or professional email account and not share this email;
- ensure that LIVESTORM can easily enter into contact with You via your email address.

### **3.4 Responsibility**

You are solely responsible for the security of your Account. LIVESTORM cannot be held responsible for the harm your Account or your computer may suffer following the loss or sharing of your Account identifiers.

LIVESTORM cannot be held responsible in any way if your Account is stolen or any alterations are made to it.

You also acknowledge that you are presumed to be the User of your Account and the person responsible for actions undertaken via your Account and on your Account.

You acknowledge that You, and not LIVESTORM, are responsible for all electronic communications and Content sent by You and that You must use the Livestorm Service in keeping with the applicable laws and regulations.

## **Article 4. Services to Managers/Administrators**

Managers and Administrators can:

- create accounts;
- organise and host online events - You can add as many online events as You want within reasonable limits (any abusive use may result in suspension or removal of the Livestorm Service);

- have daily access to statistics on the online events and the contributions they receive or create;
- export your data in spreadsheet format and interface with third-party software supported by Livestorm (see list of integrations available on the Livestorm website);

## **Article 5. Duration**

The Account is made available to the User for the period subscribed by the Client, from either the signature of the agreement governing the relationship between LIVESTORM and their Client, or from acceptance by the Client of the General Conditions of Sale or the Special Conditions applicable to the service subscribed to.

## **Article 6. Deleting an account**

In the event of the termination of a subscription by a Client or the expiry of the agreement entered into between LIVESTORM and their Client, the User's Account shall not be deleted, but the level of service shall be restricted to the services offered in the Freemium version.

If the Account is not used for a period of 3 (three) years, it shall be deleted. The deletion of your Account is final. It means that you will no longer be able to recover its content or its information.

If you want to permanently delete your Account before this period expires, without any recovery option, you may exercise the right to be forgotten as mentioned in Article 11 of these General Conditions of Use.

## **Article 7. User's general obligations**

You are not authorised to use devices, programs, algorithms or other automatic methods of the type known as "deep link", "crawlers", "robots" or "spiders", or any other similar manual process or their equivalents to access, acquire, copy or monitor any part of Livestorm or the Content, nor to reproduce or bypass the navigational structure or the presentation of Livestorm or the Content to obtain or try to obtain data, documents or information by means not intentionally made available to you by LIVESTORM.

LIVESTORM reserves the right to prohibit this type of activity. You must not try to illicitly access any Livestorm Service function or section, not any other system or network connected to the Livestorm Service or a LIVESTORM server, nor the services offered by LIVESTORM, by computer piracy, "sniffing" of passwords or any other unlawful means.

You must not try to probe, analyse or test the vulnerability of the Livestorm Service or any network connected to the Livestorm Service, nor infringe the security and authentication measures that have been set up on the Website and on the Livestorm Service or the networks connected to the Livestorm Service. You are not authorised to reverse look-up, trace or attempt to trace information on other Livestorm Service users or visitors, or other LIVESTORM clients, particularly any LIVESTORM Account of which you are not the holder or source, nor exploit the Livestorm Service or the services or information made available or offered on or via the Livestorm Service, in any manner whatsoever, with the aim of revealing this information, particularly personal identifying information or information other than your own information, as it appears on the Livestorm Service.

You undertake not to take any action that would impose an excessive or unreasonable burden on the Livestorm Service infrastructure, the Website or the LIVESTORM systems or networks, or any other system or network connected to Livestorm Service or LIVESTORM.

You undertake not to use any device, software or sub-program to interfere or try to interfere in the proper operation of the Livestorm Service or any transaction conducted on the site and on the Livestorm Service or the use of the Livestorm Service by any other person.

You must not try to fake headers or manipulate IDs in any manner whatsoever to disguise the origins of a message or a broadcast sent to LIVESTORM on or via the Livestorm Service, or a service offered on or via the Livestorm Service. You must not pretend to be or to represent another person, or pass Yourself off as another physical or legal entity.

You must not use the Livestorm Service or its Content in an unlawful goal or one that is prohibited by these General Conditions, nor with the aim of encouraging activity that is illegal or infringes the rights of LIVESTORM or third parties.

## **Article 8. User obligations in terms of content**

You are reminded that only Users are responsible for the content they broadcast on the Internet, on the Livestorm Service and in their dedicated space. Under no circumstances can LIVESTORM be considered responsible for content created by the User. The User undertakes to ensure that their content does not infringe the rights of third parties, and in particular:

### **8.1 Content that is clearly unlawful**

The content published by the user must not incite to hatred, violence, anorexia, the manufacture and use of explosives, suicide, racism, anti-Semitism, xenophobia, homophobia, or publicly defend war crimes or crimes against humanity;

The content published by the user must not under any circumstances have a paedophilic or pedo-pornographic character;

The content published by the user must not incite to commit a crime, an offence or an act of terrorism or encourage suicide;

The content published by the user must not incite to discriminate against a person or group of persons because they belong to an ethnic group, a religion, a race or due to their sexual orientation or disability.

In the context of its obligations to combat clearly illegal content, decreed by the law of 21 January 2004 on confidence in the digital economy, LIVESTORM may retain Users' connection data, particularly relating to content exchanged via internal messaging.

## **8.2 Contentious content**

Prior to any publication, the User undertakes to take cognizance of any rules and limits concerning freedom of expression. Freedom of expression permits criticism, reporting information that is verified and proved; it does not permit denigration and defamation. Any denigration, defamation or allegation of information that is inaccurate or deliberately abridged to alter its meaning may result in legal action against the author.

The content published by the User must not infringe or be contrary to public order, public decency or wound the sensibilities of children;

The content published by the User must not have a pornographic character;

The content published by the User must not harm the rights to reputation, to private life and image of third parties;

The content published by the User must not be denigratory or defamatory, in the strict sense of the law;

The content published by the User must not harm the image, the reputation of a brand or of any natural or legal person;

Freedom of expression permits criticism as long as it is objective, reasoned, and relates to real facts.

The content published by the User must not threaten the security or integrity of a State or a territory, whatever it is;

The content published by the User must not allow third parties to obtain pirate software, software serial numbers or any software that can harm or threaten, in any way, the rights or the property of third parties;

The content published by the User must not harm the intellectual property rights of any natural or legal person whatsoever.

## **8.3 Image rights and intellectual property**

The User of an online event expressly accepts the recording, the use and the broadcasting of his or her image as part of recording an online event.

Any dispute related to the use which may be made of the intellectual property rights or image rights of a User to broadcast an online event shall be the sole responsibility of the event organiser. LIVESTORM shall in no case be responsible for any infringement of image or intellectual property rights by one of its Clients.

## **Article 9. Intellectual property - Brands**

All of the text, graphics, user interfaces, photographs, commercial brands, logos, sounds, music, illustrations and IT code (collectively designated by the term "Intellectual Content"), particularly the design, structure, selection, coordination, expression, appearance and user-friendliness, the presentation and layout of the Intellectual content, appearing on the Website and on the Livestorm Service is held, controlled or transferred under licence by or to LIVESTORM, and is protected by all the applicable legislation related to intellectual property and unfair competition.

Unless there is an express indication to the contrary in these General Conditions, no section of the Livestorm Service, the Website or any intellectual Content may be copied, reproduced, modified, republished, uploaded, published, exhibited in public, encoded, translated, transmitted or broadcast in any manner whatsoever (including by "mirroring") on another computer, server, website or publishing or broadcast medium, or for any commercial enterprise whatever, without prior written agreement from LIVESTORM.

You can use the information about LIVESTORM products and services intentionally made available by LIVESTORM for downloading, on the condition that (1) you do not delete the copyright notices on the copies of these documents, (2) you use this information for your personal use for non-commercial purposes and you do not copy and do not publish the information on a network computer and do not broadcast it in any medium whatsoever, (3) you do not make changes to this information and (4) you do not offer any commitment or guarantee about the content of these documents.

It is recalled that any content produced by the User during an online event remains the property of the Client and that ownership thereof shall not be transferred to LIVESTORM.

## **Article 10. Responsibility and Guarantee**

LIVESTORM will do everything possible to ensure correct operation of the Service and to provide the Service to you 24/7.

Nonetheless LIVESTORM only has an obligation of means regarding access to and use of the Service. LIVESTORM cannot guarantee that the functions offered by the Service will always be available or free of typographical, technical or other errors, that faults will be corrected or that the Services or servers that host it will be free from viruses or bugs.

The Service may be interrupted temporarily by LIVESTORM for reasons of maintenance, test, repair or anything else associated with the improvement and operation of the Service, without creating liability.

Moreover, LIVESTORM cannot be considered responsible for the content of Websites or personal pages of the User (sites, personal blogs of the user which are accessed externally or internally to Livestorm). The User accepts and recognises that he or she is solely responsible for the information, text, image, videos, data, files and programs contained in their personal space or on their personal page.

The User shall not hold LIVESTORM liable for any loss, complaint, dispute, compensation or expense, including the costs of justice and defence, claimed by a third party or another user due to their personal space or personal page.

LIVESTORM is held to an obligation of means within the framework of these General Conditions of Use and cannot under any circumstances be held responsible for any loss, harm or indirect damages of any kind whatsoever as a result of the management, use, operation or interruption or failure of the service.

LIVESTORM cannot be considered responsible for the content of external Websites, or for the functionality of access to these Websites. LIVESTORM does not approve and is not responsible for the content, ideas, opinions, products or services sold on these external Websites.

The User acknowledges that he or she is solely responsible for hypertext links and internet addresses that he or she includes on their Website or personal page and guarantees LIVESTORM, its subsidiaries, directors, agents and employees against any dispute or claim regarding these links.

LIVESTORM does not provide a guarantee against and cannot be considered responsible for the loss or alteration of files or data that the User transfers to their personal space on the Livestorm Service.

The User agrees to transfer his or her data and files knowingly and under their sole responsibility. It is the User's responsibility to perform any backup measures that seems necessary to him or her.

## **Article 11. Personal Data**

LIVESTORM collects and processes some of the User's personal data (the "Data"), under the conditions provided for by the Data Protection Policy. The Data Protection Policy and its contents are an integral part of these Conditions of Use.

LIVESTORM assures the User that his or her Data will be collected and processed in compliance with the provisions of the modified law no. 78-17 of 6 January 1978 on Information Technology, Data Files and Liberties (the "IT and Liberties Law") and Regulation (EU° no. 2016/679 of the European Parliament and Council dated 27 April 2016 (the "Regulation")).

The User is invited to consult the Data Protection Policy, where a more detailed account of the conditions of collection and processing of the User's Data can be found.

Due to the provisions of the IT and Liberties Law and of the Regulation, Users have a right to access, to rectification and to erasure of their Data, to restriction of processing or to object to this processing, a right to set instructions for preserving, erasing and communicating their Data after their death and the right to the portability of their Data.

The User exercises his or her rights:

via their personal space;

by email to [privacy@livestorm.co](mailto:privacy@livestorm.co);

by post FAO Livestorm – Personal Data Management Department - at 24, rue Rodier, 75009 Paris.

LIVESTORM undertakes to guarantee the existence of adequate protection levels in keeping with the applicable legal and regulatory requirements.

LIVESTORM will notify the CNIL and/or the person concerned of any possible Data infringements covered by the Regulations.

## **Article 12. Sanctions**

If one or more provisions of these General Conditions is violated, or of the contract of subscription as a Client, or any other document written by LIVESTORM, LIVESTORM reserves the right to terminate or limit without any prior warning and at its sole discretion, your use and access to the Livestorm Service, your Account and all other LIVESTORM services.

## **Article 13. Modification of General Conditions of Use – Special Conditions**

### **13.1 Modifications**

LIVESTORM reserves the right to alter the General Conditions of Use at any time.

Each change will take effect from the time it is put online on the Website and on the Livestorm Service. LIVESTORM undertakes to inform Users in advance by email or by a display on the Website and on the Livestorm Service. The User will have to accept the modification of the General Conditions in order to use the Livestorm Service.

### **13.2 Services**

Each service may be subject to Special Conditions.

LIVESTORM is free to add and to delete Livestorm services and/or to alter their characteristics, conditions of use and other special conditions. It will inform Users about this in advance by email or by a display on the Website and on the Livestorm Service.

Within the context of using the Livestorm Service or by its intermediation, the User may be led to make use of or access content provided by third parties. LIVESTORM rejects any responsibility with regard to the said services and content, with which it is not involved, the third-party provider of the service or content being solely responsible in relation to the User.

Under no circumstances can LIVESTORM be held responsible for any damage that has occurred in the context of exchanges performed outside the Livestorm Service, even between Users.

## **Article 14. Applicable law – Competent jurisdiction**

Notwithstanding the country in which the User uses the Services, these General Conditions of Use are exclusively governed by French law.

The French version shall take precedence over any other version of the General Conditions of Use.

Given the global nature of the Internet, Users are reminded that they must also comply with the rules applicable in the territory in which they are using the Website or using the Livestorm Services.

Users are therefore reminded that they must check the legality in advance of their actions on the Website and the Livestorm Services with respect to the laws and regulations in force in the territory in which they are performing these actions and operations. In the event of a dispute or claim from the User, from LIVESTORM or a third party, concerning use of the Service, only the version of these General Conditions of Use accessible on the Website and on the Livestorm Service will have binding force between the parties, whatever the date of the disputed facts.

LIVESTORM and the User must perform their obligations in utmost good faith.

In the event of disputes related to the interpretation, validity and consequences of these General Conditions, the User is invited to contact assistance at the following address:  
[hello@livestorm.co]