

General Conditions of Sale

Last updated: May 12th, 2022

Article 1 - Purpose

These General Conditions of Sale govern the sales of the services offered by the company Livestorm SAS (Commercial name "Livestorm") with a share capital of 21 268,85€, registered to the Trade Register of Paris under number 820 434 439 whose registered office is at 6 boulevard Saint Denis - 75010 Paris, FRANCE, intercommunity VAT number FR12820434439 operating the website livestorm.co.

Any stipulation included in a document specific to the Client and intended to modify the provisions of these General Conditions of Sale shall be considered null and void, unless the Parties have agreed in writing to an amendment to the General Conditions of Sale.

Article 2 – Definitions

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

"Active Contact" or **"Monthly Active Contact"**: unique person (external registrant, team member or Administrator) who has registered for or joined one of your Livestorm events.

"Administrators" or **"Managers"**: authorized staff by the Client who creates Accounts, online events and polls.

"Client" or **"You"**: entity (legal or natural person) who has validly subscribed to Livestorm Services and whose relationship is governed by these General Conditions of Sale.

"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.

"General Conditions of Use": contractually binding document governing the conditions of use of Livestorm services by the Users.

"General Conditions of Sale" or **"Contract"**: this document and its appendices.

"Livestorm" or **"The Company"** or **"We"**: the company Livestorm SAS (Commercial name "Livestorm") whose registered office is at 6 boulevard Saint Denis - 75010 Paris, FRANCE, intercommunity VAT number FR12820434439 operating the website 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.

"Participant": person who, particularly by participating in online events and responding to polls, sends and visualises their information with the Livestorm solution.

"User": any regular or occasional user of the Livestorm Service, as a Visitor of the Livestorm Website, an Administrator/Manager or a Participant.

"Website": all the content and pages to which the Client has access at the address livestorm.co.

Article 3 – Price

3.1 Applicable pricing

The prices of our products are given in euros or in dollars excluding tax, depending on the currency on the pricing page, and excluding processing fees. All orders, wherever they come from, are payable in euros or in dollars depending on the currencies available at the time the order is approved. The subscription to Livestorm Services shall be invoiced on the basis of the rate in force at the time the order is approved.

The pricing in force is available on the livestorm.co/pricing page

Livestorm reserves the right to change its prices at any moment and shall inform Clients in writing of any change in prices with advance notice of at least 15 days. If a change to the pricing is refused, the Client may end their subscription to the Livestorm Service. If the Client does not cancel by the given deadline, they shall be deemed to have fully accepted the change to the prices made by Livestorm. Any change in prices will be effective as of the following invoicing cycle.

3.2 Monthly Active Contact pricing

If the Client subscribes to the Active Contact pricing, the pricing terms are as follows: a unique person will be counted as an Active Contact for each month in which he has been active (external registrant, team member or Administrator who has registered for or joined one of your Livestorm event).

An unique person participating in two (or more) events per calendar month will only be counted once as an Active Contact in the current month. The number of Active Contact is calculated each month. In case of exceeding the limit, each additional Active Contact will be invoiced by Livestorm.

Article 4 - Orders, costs and payment

4.1 Orders

The Client can order services using Livestorm's valid ordering processes. All orders are subject to approval and verification from Livestorm which may, at its discretion, accept them or not. All information about the Client communicated by the Client or in their name must be accurate, complete, and up to date, and the Client is responsible for keeping the said information up to date.

Any subscription to a Livestorm Services subscription implies acceptance of these General Conditions of Sale. Any confirmation of an order implies full and complete acceptance of these General Conditions of Sale, without exception or reservation.

All data provided and the confirmation recorded shall constitute proof of the transaction. Confirmation of the order shall constitute signature and acceptance of the transactions which have taken place. A summary of your order information and the General Conditions of Sale will be sent to you when you subscribe to Livestorm Services.

4.2 Costs and payment

The Client is responsible for all applicable costs for the Livestorm Services, which are due and payable as indicated on the invoice and, unless there is a written indication to the contrary, the payments are due thirty (30) days counting from the date of the invoice. The Client agrees (i) to warn Livestorm of any disputed costs within fifteen (15) days following the date of the invoice, (ii) to work in good faith to quickly resolve any conflict and (iii) to pay the costs within the fifteen days following resolution of the dispute.

Payment of invoices may be made:

- By bank card, in which case the Client authorizes Livestorm (a) to take measures to ensure that the debit/credit card number provided is valid and (b) to invoice the said card, as per the invoicing frequency specified in the Order;

- By bank transfer;

The Client is hereby informed and expressly agrees that any payment delay of all or part of an amount, within the framework of this Agreement, at its due term, shall automatically entail, without prejudice to Livestorm's other rights and with an eight-days prior formal notice:

- immediate suspension of current Livestorm Services until complete payment by the Client / Beneficiary of due amounts;
- invoicing of a late payment interest, for Livestorm's benefit, at the rate of three (3) times the legal interest rate, calculated on the total of all amounts due by the Client / Beneficiary;
- invoicing a lump sum of 40€ for the collection costs.

Livestorm reserves the right to cancel the Contract immediately if at any moment the Client's payment information proves to be inaccurate or out-of-date, and the Client shall be responsible for overdraft charges, or any other costs incurred following the use by Livestorm of the Client's invoicing information to make a payment. Livestorm reserves the right to update the prices of the Livestorm Services at any time after the initial term.

4.3 Additional services

The Client may order additional services at any time. Absent an indication to the contrary in the applicable order, any additional service ordered by the Client after the effective date is subject to these General Conditions of Sale and the applicable General Conditions of Use.

4.4 Overdue accounts

Livestorm reserves the right, at its discretion, (i) to suspend or cancel all or part of the Livestorm Services due to non-payment of undisputed costs, and (ii) to impose a charge to restore archived data from overdue accounts. The Client agrees to reimburse Livestorm for any reasonable costs and expenses incurred in recovering overdue amounts.

Article 5 – Term and termination

5.1 Term

These General Conditions of Sale govern relations between Livestorm and the Client for the entire term of their subscription to the Livestorm Services from when they are accepted by the Client.

The annual subscription is automatically renewed for 12 months once the Contract expires and will be automatically renewed at each term until the Client terminates the contract. The notice period for Contract termination is one month. If the Client requires additional service(s) during the term of the Contract, the subscription will be renewed and will start to run from the date indicated on the last order form for corporate accounts and annual premium accounts, and on the proof of payment for subscriptions made directly on the Website.

The monthly subscription is automatically renewed each month until the Client terminates the Contract. The Client can terminate the Contract at any time without notice. The subscription will start on the date indicated on the proof of payment.

Certain clauses of these General Conditions of Sale shall survive the contractual relationship between Livestorm and the Client, and in particular the Article 6: Image rights and intellectual property, the Article 8: Responsibility and Guarantee, Article 10: Personal Data, Article 11: Confidentiality, Article 15: Applicable Law and the competent Jurisdiction and Article 16: Archiving.

5.2 Monthly Freemium model

Freemium subscriptions of unspecified duration can be cancelled at any time by the Client by post or by email to the Client service department.

5.3 Monthly Premium model

Premium subscriptions can be cancelled at any time by the Client by post or by email to the Client service department. To cancel his or her Premium subscription, the Client may request it online through the Livestorm Website and will take effect at the end of the current subscription period.

When the Client cancels his or her Premium subscription:

The cancellation will end invoicing of the Client and will delete access to all of the Premium functionalities at the end of the current subscription period.

No reimbursement will be made for sums already paid and invoices issued before the date the Client's official cancellation is received by Livestorm must be paid in full.

Changes shall be effective at the end of the invoicing cycle for the current subscription.

5.4 Non-compliance with obligations

In case of a flagrant disregard of these obligations, Livestorm or the Client may officially carry out any appropriate action and terminate their relationship by sending a registered letter with acknowledgement of receipt to the other party. If no measure has been taken within thirty (30) days, Livestorm or the Client may cancel the subscription. In this scenario, the Client must contact the Client service department.

Article 6 - Image rights and intellectual property

The Client guarantees Livestorm that it has obtained all authorizations prior to the recording, the use and the distribution of the image of a User hosting an online event, in particular for rebroadcasting.

The Client guarantees Livestorm that it holds all of the rights to broadcast the event online. In this respect, the Client declares that it is the holder of all intellectual property rights related to the Content of the online event (which assumes, if applicable, that a prior agreement has been reached with the facilitator of the online event to transfer his or her copyright or a license to use the content it provides). The Client guarantees in particular that the online event does not constitute an infringement of a pre-existing work; that it has complied with and will comply with the intellectual property rights of third parties, including copyright, and rights to designs and models, patents and trademarks. As such, the Client guarantees Livestorm against any action, claim, demand or objection from any person alleging an infringement of intellectual property or an act of unfair and/or parasitic competition, or infringement of image rights which the broadcasting of the online event or the performance of these General Conditions of Sale or the applicable General Conditions of Use may have infringed. Compensation and expenses of any kind incurred by Livestorm, as well as all damages ruled against him or her, will be paid for by the Client.

Article 7 - 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 of Sale, 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 8 – Responsibility and Guarantee

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

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

The Livestorm Service may be interrupted temporarily by Livestorm for reasons of maintenance, test, repair or anything else associated with the improvement and operation of the Livestorm Service, without creating liability. If the Livestorm Service is interrupted, Livestorm alone shall decide whether or not to grant you compensation.

Livestorm has no liability in the cases of force majeure anticipated by the law and as defined by the jurisprudence of French courts and tribunals including the interruption, suspension, reduction or disruptions to supply of electricity or other things or any interruptions to telecommunications networks.

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 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 defense, 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 Sale

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.

In accordance with the General Conditions of Use freely accepted by them, the Users are solely responsible for hypertext links and internet addresses included on their Website or personal pages and guarantee 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.

In any event, any liability that could be incurred by Livestorm within the framework of these General Conditions of Sale is expressly and solely limited to direct actual damages suffered by the Client and shall not exceed, all faults and damages aggregated, the total amount paid by the Client concerned within the year preceding these damages. Any procedure against Livestorm must be started within one (1) year following the damage concerned.

Article 9 - Acceptance of the General Conditions of Use

The Client acknowledges that accepting these General Conditions of Sale raises the possibility for the Client of authorising members of its staff to create Accounts and to give access to the Livestorm Service to Users. As such they undertake to ensure compliance of the General Conditions of Use of the Livestorm Service (livestorm.co/terms) by members of its staff.

Article 10 - Personal Data

Livestorm collects and processes some of the User's personal data (the "Data"), under the conditions provided for by the schedule to these General Conditions of Sale related to Privacy policy, accessible through this link: <https://livestorm.co/privacy-policy>. As such, Livestorm has the capacity as Sub-Contractor and the Client has the capacity as Data Controller, within the meaning of the GDPR.

Livestorm assures the Client that the Users 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 Freedoms Law") and Regulation (EU^o no. 2016/679 of the European Parliament and Council dated 27 April 2016 (the "Regulation").

For a more detailed version of the conditions for the collection and processing of the User's Data, the User is invited to consult the Policy to protect the data of Livestorm and that of the Client.

By virtue of the provisions of the IT and Freedoms law and the Regulation, Livestorm guarantees the Client the existence of a procedure enabling the User to exercise their rights to access, rectify, delete, restrict, portability and to define directives relating to the fate of Data post-mortem.

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

Livestorm shall notify the Client as soon as possible of any breaches of Data covered by the Regulation

Any document entered into between Livestorm and the Client that relates to the processing of personal data under these General Terms of Sale (e.g. data processing agreement, etc.) shall constitute an appendix to these General Terms of Sale and shall be subject to these General Terms of Sale.

Article 11 – Confidentiality

The parties undertake to keep as confidential, during the term of their contractual commitment as well as three (3) years after its end all information data or documents issued by one of the parties to the other for the purposes of these General Conditions of Sale. Confidential information shall include, without any reservation, any concept, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, client lists, financial information and sales and marketing plans ("Confidential Information").

All Confidential Information are considered to be "trade secrets" in accordance with the French Commercial Code. The Parties undertake that the Confidential Information communicated within the scope of the Livestorm Services (i) shall be protected and remain strictly confidential and will not be disclosed either directly or indirectly to any third party and (ii) shall not be reproduced, copied, duplicated either partly or totally, without the prior express Contract of the Party which issued the information and (iii) shall only be communicated to the personnel of the other Party for the purposes of the Livestorm Services and provided that the personnel of the said Party assigned to the Livestorm Services are bound by a confidentiality.

Article 12 - Sanctions

If one or more provisions of these General Conditions of Sale is violated by the Client or its Users, 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 – Special conditions

Each service may be subject to special conditions.

Livestorm is free to add and to delete 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 - Prevalence

Additional general conditions may apply to purchases of goods or services, as well as to specific

sections or functionalities of the Livestorm Service, in particular competitions, promotions and other similar offers.

If there is a contradiction between these General Conditions of Sale and the conditions published for, or applicable to, a specific section of the Livestorm Service or for a service offered on or via the Livestorm Service, the latter conditions shall take precedence and shall govern the subscription to this specific service.

When applicable, Livestorm's obligations in relation to its Products and Services are governed only by the agreements in the terms of which they were defined and no element appearing on the Livestorm Service can be interpreted in such a way as to modify these agreements.

Livestorm may make changes to the products and services offered on the Website and on the Livestorm Service or at prices applicable to these products and services at any time and without prior warning.

Article 15 – Applicable law – Competent jurisdiction

Notwithstanding the country in which the Client subscribes to the Livestorm Services, these General Conditions of Sale are exclusively governed by French law.

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

Given the global nature of the Internet, Clients 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.

In the absence of an amicable solution, any dispute that may arise between the parties in relation to the formation, execution, interpretation or cancellation/termination of the Contract will be under the exclusive competency of the competent French courts, including cases of proceedings for interim measures (“référé”, “requête”) or those involving a plurality of defenders.

Livestorm and the Client must perform their obligations in utmost good faith.

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

Article 16 - Archiving – Proof

Livestorm shall archive order forms and invoices on a reliable and sustainable medium constituting a faithful copy in accordance with the provisions of Article 1348 of the Civil Code.

The computerized registers of Livestorm shall be deemed by all parties concerned as proof of communications, orders, payments and transactions which have taken place between the parties.