

# General Conditions of Use

## (CGU)

*Last Updated on October 11<sup>th</sup>, 2022*

### Article 1. Definitions

**“The Company”** or **“Livestorm”**: the Company Livestorm SAS (Commercial name "Livestorm") with a share capital of 21 268,85€, whose registered office is at 60 rue François 1er, 75008 Paris, France, intercommunity VAT number FR 12820434439 operating the website [livestorm.co](https://livestorm.co).

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

**“User”**: any regular or occasional User of the Livestorm Service, as a Visitor of the Livestorm Website or a Participant or Administrator/Manager authorized by a Client.

**“Participant”**: User who, particularly by participating in online events and responding to polls, sends and visualizes their information with the Livestorm Service.

**“Administrators”** or **“Managers”**: User authorized by a Client who has an Account, manages the invitations for online events, organizes and manages online events and interacts with the Participants on behalf of the Client.

**“Account”**: individual Account created for Administrators to access and use the Livestorm Service

**“Website”**: all of the Content and pages to which the User has access at the address [livestorm.co](https://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.

**“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.

**“Visitor”**: person visiting the Website, without necessarily having an Account.

### Article 2. Acceptance of General Conditions of Use

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

These General Conditions of Use (the **“General Conditions of Use”**) specify the conditions of use in which the User is authorized to use the Livestorm Service and the Website.

These General Conditions of Use represent a binding agreement between the User and Livestorm. The User accepts these General Conditions of Use by using the Livestorm Service. If the User doesn't accept them, he must not use the 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. The User will be given advance notice of any change which is not entirely formal.

If the User continues to use the Website and/or the Livestorm Service after being notified of the changes made, this indicates that the User accepts the previously mentioned changes. As long as the User complies with these General Conditions, Livestorm grants the User a limited, non-exclusive and non-transferable personal right of access and use of the 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 3. Access and operation of the Livestorm Service**

#### **1) Access to 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 license to access and use the Livestorm Service and its Content. This license is subject to compliance with the rules provided by these General Conditions of Use.

Each license is unique to its User, login information and password are personal and should not be shared by the User. Livestorm reserves the right to revoke any access authorization to Users who do not comply with this condition.

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

Livestorm is also 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) 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 4. Registration and Administrator's Account creation**

#### **1) Characteristics**

To have an Account, the Administrator must be a physical person, aged eighteen (18) or having reached

the age of majority in his or her country of residence or having obtained the agreement of his or her legal representative (parent or guardian) if the Administrator is a minor.

The Account is a User Account made available to the Administrator via an Account name.

The Account remains the property of Livestorm. The Administrator owns only a right of access to the Livestorm Service, via an Account made available to the Administrator.

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.

## 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) Security

To guarantee the security of the Account and thus avoid the theft of the Account commonly referred to as an "Account hack", the Administrator undertakes to:

- not give a third-party access to his or her own Account. Lending, sharing, swapping, giving, purchasing, transferring or selling the 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 the Administrator via his or her email address.

#### 4) Responsibility

The Administrator is solely responsible for the security of his Account. Livestorm cannot be held responsible for the harm the Administrator's Account or his/her computer may suffer following the loss or sharing of his/her Account identifiers.

Livestorm cannot be held responsible in any way if the Account of the Administrator is stolen or any alterations are made to it.

The Administrator also acknowledges that he is presumed to be the User of his or her Account and the person responsible for actions undertaken via his Account and on his Account.

The Administrator acknowledges that he or she, and not Livestorm, is responsible for all electronic communications and Content sent by the Administrator and that he or she must use the Livestorm Service in keeping with the applicable laws and regulations.

### **Article 5. Service to Administrators/Managers**

Administrators/Managers can:

- create Accounts;
- organize, host online events and add as many online events as wanted 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 Website).

### **Article 6. Services to Participants**

To use Livestorm Services, the Participant must be a natural person, aged eighteen (18) or having reached the age of majority in his or her country of residence or having obtained the agreement of his or her legal representative (parent or guardian) if the Participant is a minor.

The Participant only has a right of access to the Livestorm Service through a strictly personal invitation which is sent to him or her.

A Participant can:

- participate in online events;
- share images from his or her webcam or screen during online events;
- respond to polls during online events;
- ask questions during online events;
- send chat messages during online events;

- review the recording at the end of the online event if it is activated.

The Participant is solely responsible for the security of his or her access to Livestorm Services. Livestorm cannot be held responsible for the harm Participant's computer may suffer following the loss or sharing of the Participant's personal invitation.

Livestorm cannot be held responsible in any way if the personal invitation of the Participant is stolen.

The Participant also acknowledges that he or she is presumed to be the User of his or her personal invitation and the person responsible for actions undertaken via his or her access to the Livestorm Service.

The Participant acknowledges that he or she, and not Livestorm, is responsible for all electronic communications and Content sent by him or her and that the Participant must use the Livestorm Service in keeping with the applicable laws and regulations.

## **Article 7. Duration**

### **1) Duration applicable to the Manager/Administrator**

The Account is made available to the Administrator 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.

### **2) Duration applicable to the Participant**

Access to the Livestorm Service is given to the Participant for the duration provided for by their personal invitation.

## **Article 8. User's general obligations**

The User is not authorized 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 the User by Livestorm.

The User is not allowed to create multiple events simultaneously with the use of an application programming interface or API.

Livestorm reserves the right to prohibit this type of activity. User 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.

The User must not try to probe, analyze 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.

User is not authorized 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 the User is 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 User own information, as it appears on the Livestorm Service.

User undertakes 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.

User undertakes 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.

User 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. User must not pretend to be or to represent another person, or pass himself off as another physical or legal entity.

User 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 9. User obligations in terms of Content**

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:

### **1) Content that is clearly unlawful**

The Content published by the User must not incite to hate, 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 shall not allow the sale of products or services related to illegal or fraudulent activities or encourage such activities, including, but not limited to, illegal drugs, pirate programs, weapons, including firearms, ammunition and explosives, instructions for assembling or creating bombs and grenades.

The Content published by the User must not under any circumstances have a pedophilic 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.

## 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 physical 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.

## 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 organizer. Livestorm shall in no case be responsible for any infringement of image or intellectual property rights by one of its Users.

## **Article 10. 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 license 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.

User can use the information about Livestorm products and services intentionally made available by Livestorm for downloading, on the condition that:

- (1) User does not delete the copyright notices on the copies of these documents;
- (2) User uses this information for his or her personal use for non-commercial purposes and User does not copy and does not publish the information on a network computer and does not broadcast it in any medium whatsoever;
- (3) User does not make changes to this information; and
- (4) User does 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 11. Responsibility and Guarantee**

Livestorm will do everything possible to ensure correct operation of the Service and to provide the Service 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 recognizes 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 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 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.

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

## **Article 12. 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<sup>o</sup> 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 description 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 contacting directly the Administrator who organizes the event
- by email to [privacy@livestorm.co](mailto:privacy@livestorm.co);
- by post FAO Livestorm – Personal Data Management Department – at 60 rue François 1er, 75008 Paris.

The User may exercise his or her access, rectification and deletion rights directly via their personal area, in accordance with the Data Protection Policy.

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 13. Sanctions**

If one or more provisions of these General Conditions is violated, or of the contract of subscription as a Client and/or as a User acting on behalf of the Client or not, or any other document written by Livestorm, Livestorm reserves the right to terminate or limit without any prior warning and at its sole discretion, the use and access to the Livestorm Service, Client's Account and all other Livestorm services for the Client and/or User.

## **Article 14. Modification**

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.

Livestorm is free to add and to delete Livestorm services and/or to alter their characteristics and conditions of use. 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 15. 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.

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](mailto:hello@livestorm.co).

## **Article 16. Californian residents**

This clause is only valid and legally binding if the User is subject to the General Conditions of Use of Livestorm. This clause relating to the CCPA applies to personal data (as defined in the CCPA) provided by the User to Livestorm.

Under the California Consumer Privacy Act of 2018 (CCPA), we provide you with this information as a services provider required to process your personal data (as defined in applicable law) in order to confirm that we have implemented adequate contractual conditions. The term "applicable law" means all laws, regulations, standards, regulatory guidelines and self-regulation directives that may apply to the management of your Data. Applicable law includes, but is not restricted to, the California Consumer Privacy Act (Cal. Civ. Code §1798.100 – 1798.199).

As service provider, we will collect, store, use, disclose and process your personal data solely for the purposes of meeting our obligations to you under our agreement, for the operational objectives set out in the Data Protection Policy and to the exclusion of all other purposes.

We will not sell your personal data or disclose it for commercial purposes.

We hereby state that we understand and will comply with the restrictions and obligations set out in Cal. Civ. Code § 1798.140(w)(2). In the event of any inconsistency or conflict between the terms and conditions of this clause and those of the General Conditions of Use or Data Protection Policy, the latter shall prevail for the Data of persons residing in the European Economic Area.

In case of any questions about the CCPA as applied by Livestorm or in order to exercise any related right, here is the email address: [privacy@livestorm.co](mailto:privacy@livestorm.co).