

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 site livestorm.co (the "Website").

"You" or "User": any regular or occasional user of the Livestorm Service, as a Visitor of the Livestorm Website, a Client or a Participant.

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

"Livestorm Service": all of the services, functionalities and applications accessible via the Website and provided by LIVESTORM. The Livestorm solution is a simpler and more intelligent webinar management tool in order to generate leads.

"Client": validly registered user of the Livestorm Service who has subscribed to the Livestorm Service.

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

"Administrators" or "Managers": authorised Clients who create accounts, webinars and polls.

"Account": individual account created by Users when they register via the Livestorm Service.

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

"Visitor": person visiting the Livestorm Website, without necessarily creating an account via the Livestorm Service.

Article 1. Ownership of Livestorm - Acceptance of conditions of use

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

These General Conditions represent a binding agreement between You and the company LIVESTORM. You accept these General Conditions 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 SITE 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. 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.

To access the Livestorm Service, the User must create an account on <https://app.livestorm.co/#/signup>.

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

2.2 Operation of Livestorm

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 spyware.

Article 3. Registration and account creation

3.1 Characteristics

To create an Account, You must be a physical person, aged eighteen (18) or having reached the legal age 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 <https://app.livestorm.co/#!/account/informations>.

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 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 or login 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 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 (login) 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

4.1 Services to Managers / Administrators

Managers and Administrators can:

- create accounts;
- organise and host webinars - You can add as many webinars 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 webinars and the contributions they receive or create;
- export and integrate data into their CRM;
- create audience segments.

4.2 Services to Participants

A Participant can:

- participate in webinars;
- respond to polls during webinars;
- ask questions during webinars;
- send chat messages during webinars;
- review the recording at the end of the webinar if it is activated by the Manager/ Administrator.

4.3 Evaluation version of the Services

LIVESTORM may make the Services available to the Client for a limited period for purposes of evaluation or promotion ("Evaluation period"), as specified in the applicable order. During the Evaluation period, the Client can host one (1) webinar free of charge with a broadcast limited to thirty (30) minutes and a restricted access to some features. The Client is responsible for payment of the applicable Costs stipulated in the Order. During the Evaluation period, LIVESTORM provides the Services "AS IS" and without guarantee or compensation, to the extent that the legislation in force permits this, and all other conditions of use apply. LIVESTORM reserves the right to alter or interrupt any evaluation or promotion period, at any time and without prior warning.

Article 5. Duration

Each Client can subscribe to a subscription offered by LIVESTORM for the period corresponding to the subscription taken out by the Manager based on acceptance of the special conditions of sale for the subscription chosen by the Manager.

Article 6. Orders, costs and payment

6.1 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 up-to-date, complete and correct, and the Client is responsible for keeping the said information up-to-date.

6.2 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 (15) days following resolution of the dispute. If applicable, the Client authorises 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. 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 card to make a payment. LIVESTORM reserves the right to update the prices of the Services at any time after the initial Term. LIVESTORM shall inform clients in writing of any change in prices with advance notice of at least 15 days. Any change in prices will be effective as of the following invoicing cycle. Clients shall expressly accept the modifications made, and if not, may terminate the contract.

6.3 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 conditions of use and must match the conditions of use of existing Services.

6.4 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 7. Method of cancellation

7.1 Freemium model

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

7.2 Premium model

Premium subscriptions can be cancelled at any time by the Client by post or by email to the customer service department.

To cancel his or her Premium subscription, the Client must make a request to LIVESTORM in written form with three (3) months' advance notice before the end of the 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 invoicing cycle.

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.

The changes will become effective on the expiration date of the invoicing of the current subscription, at the end of the month for monthly Premium accounts and at the end of the year for annual Premium accounts.

7.3 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 the 30 (thirty) days, LIVESTORM or the Client may cancel the subscription. In this scenario, the Client must contact the Customer Service department.

Article 8. Deactivation and deletion of the account

If You deactivate your Account, you will no longer be able to use the Livestorm Service although some information, such as messages you have sent, or responses and comments, may still be visible.

You may reactivate your account within a period of three years (3) years dating from the deactivation request. Your Account information will be preserved during this period. Once this period has passed, we will begin the process of deleting your account from our systems.

The deletion of your account is final. It means that You will no longer be able to reactivate it, nor recover its content or its information.

If you want to permanently delete your Account without any recovery option, contact us using the information provided in article 13 of these General Conditions.

Article 9. 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 function or section, not any other system or network connected to Livestorm or a LIVESTORM server, nor the services offered on or via the intermediary of Livestorm, by computer piracy, "sniffing" of passwords or any other illegitimate means.

You must not try to probe, analyse or test the vulnerability of Livestorm or any network connect to Livestorm, nor infringe the security and authentication measures that have been set up on the site and on the Livestorm solution or the networks connected to Livestorm. You are not authorised to reverse look-up, trace or attempt to trace information on other Livestorm users or visitors, or other LIVESTORM clients, particularly any LIVESTORM account of which you are not the holder or source, nor exploit the Livestorm solution or the services or information made available or offered on or via the Livestorm solution, 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 solution.

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

You undertake not to use any device, software or sub-program to interfere or try to interfere in the proper operation of Livestorm or any transaction conducted on the site and on the Livestorm solution or the use of Livestorm 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 solution, or a service offered on or via the Livestorm solution. 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 solution or its Content in an unlawful scheme 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 10. 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 solution 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:

10.1 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 monitoring obligations on clearly illegal content, decreed by the law of 21 January 2004 on confidence in the digital economy, LIVESTORM may view a copy of the messages sent by the user via internal messaging.

10.2 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.

Article 11. 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 solution is held, controlled or transferred under licence by or to LIVESTORM, and is protected by the legislation on trade dress, copyrights, patents and trademarks, and assorted other laws related to intellectual property and unfair competition.

Unless there is an express indication to the contrary in these General Conditions, no section of Livestorm, the Website or any intellectual Content may be copied, reproduced, 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 (as described in the technical files, the ## Articles from the knowledge base and similar information) 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.

Article 12. 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. If the 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 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 agrees to clear LIVESTORM of any responsibility, 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 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 solution.

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 13. Personal information - Confidentiality policy

LIVESTORM collects and processes some of the User's personal data, including their IP address, connection and navigation data and data recorded in cookies (the "**Data**").

LIVESTORM assures the User that his or her Data will be collected and processed in compliance with the provisions of the law no. 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties (modified by law no. 2004-801 of 6 August 2004 and law no. 2016-1321 of 7 October 2016 for a Digital Republic) (the "IT and Liberties Law") and, dated from 25 May 2018, of Regulation no. 2016/679 of the European Parliament and Council dated 27 April 2016 (the "Regulation"), in keeping with its Confidentiality Policy.

The Confidentiality Policy is an integral part of the General Conditions.

The User is invited to consult the Confidentiality 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; - via a contact form; - by email to 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. However, since no mechanism that can offer absolute security exists, there is an element of risk whenever the internet is used to transmit Data.

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

Article 14. 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 15. Modification of General Conditions – Special Conditions

15.1 Modifications

LIVESTORM reserves the right to alter the general conditions at any time.

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

15.2 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 members about this in advance by email or by a display on the site and on the Livestorm solution.

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 of Livestorm, even between members.

Article 16. Purchases - Other general conditions

Additional general conditions may apply to purchases of goods or services, as well specific sections or functions of Livestorm, particularly competitions, promotions and other similar offers, the Livestorm Events®, Livestorm for education® or Livestorm micro®, the said conditions being integrated into these General Conditions on a reference basis. You agree to comply with these additional general conditions. If there is a contradiction between these General Conditions and the conditions published for, or applicable to, a specific section of Livestorm or for a service offered on or via the Livestorm solution, the latter conditions shall take precedence and shall govern use of this section of Livestorm or 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 solution can be interpreted in such a way as to modify these agreements.

LIVESTORM may make changes to the Products and Services offered on the site and on the Livestorm solution or at prices applicable to these Products and Services at any time and without prior warning.

Article 17 – Applicable law – Competent jurisdiction

These General Conditions are governed by French law.

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

In case of disputes or claims from the User, LIVESTORM or a third party, concerning use of the Service, only the version of these General Conditions accessible on the Website and on the Livestorm solution will have binding force between the parties, whatever the date of the disputed facts.

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 in Paris, including cases of proceedings for interim measures (“référé”, “requête”) or those involving a plurality of defenders.