

General Conditions of Sale and Use (CGVU)

Version you 25/04/2024

These General Conditions of Sale and Use apply between

Voilà, Simplified Joint Stock Company with capital of 14,868,538 euros, whose head office is located at 40 rue du Louvre - 75001 Paris, registered in the Paris Trade and Companies Register under number 824 500 458,

Hereinafter referred to as “**Voilà**” where the “**Provider**”

Firstly,

AND

Any company or individual who has validly subscribed to the Voila Services,

Hereinafter referred to as the “**Client**”

on the other hand,

Also collectively referred to as the “**Parties**” and individually a “**Part**”.

SUMMARY

1. DEFINITIONS	3
2. CONTRACTUAL DOCUMENTS	3
3. ACCESS AND OPERATION OF THE VOILÀ SERVICE	4
Access to the Service Voila	4
How the Service works	4
4. REGISTRATION, CREATION AND MANAGEMENT OF AORGANISATION	4
Right of access and use	4
Terms of use	5
5. DURATION AND TERMINATION	6
Contract length	6
Duration applicable to the Organizer	6
Duration applicable to the Attendee	6
Termination	7
6. GENERAL OBLIGATIONS OF THE PARTIES	7
General obligations of the Service Provider	7
General obligations of the Client	8
General obligations of the Organizer	8
General Obligations of the Attendee	9
7. FINANCIAL CONDITIONS	9
Price	9
Costs	9
8. BILLING AND PAYMENT	9
Billing	9
Payment terms	9
Penalties for late payment and overdue balance	10
Dematerialized invoicing	10
Additional services	10
9. ASSURANCES	10
10. LIABILITY AND GUARANTEE	10
Organizer Responsibility	10
Attendee Responsibility	11
Customer Responsibility	12
11. INTELLECTUAL PROPERTY	12
Intellectual Property Rights	12
Rights acquired and/or held before the entry into force of the Contract	12
Rights of third parties	12
Prohibition on use of the Service Provider's brands	13
Right of communication	13
12. CONFIDENTIALITY	13
13. PROTECTION OF PERSONAL DATA	13
Legal framework	14
Roles and obligations	14
Conditions for exercising obligations	14
Cooperation between the Parties	14
Confidentiality of Personal Data	15
Security, Personal Data Breach, Notification	15
14. SECURITY OBLIGATIONS	15
Safety of Organisation	15
Security of Customer data and files	15
15. ACCESS TO PREMISES	16
16. FORCE MAJEURE	16
17. INTUITU PERSONAE: ASSIGNMENT AND SUBCONTRACTING	16
Cession	16
Subcontracting	16
18. MISCELLANEOUS PROVISIONS	16
Autonomy of contractual clauses	16
Non-waiver	16
Independence of the Parties	17
Survival	17
19. SPECIAL CONDITIONS	17
20. PREVALENCE	17
21. APPLICABLE LAW AND SETTLEMENT OF DISPUTES	17

1. DEFINITIONS

« **Article** » designates an article in this document.

« **Backstage** » designates the back office, i.e. the interface allowing the content of a Program and a Session to be managed.

« **Accounts** » : identifier (email or social login) created by the Client, or by Voilà on behalf of the Client, for a natural person so that they can have access to one or more Organizations and use the Voilà Services.

"Content(s)" : any content published or broadcast on the Voilà Service by Voilà, the Organizers or a third party. This includes texts, words, information, images, videos, sounds, data or hyperlinks.

« **CONTRACT** » : contractual package consisting of the quote, these General Terms and Conditions and any amendments.

« **CGVU** » or « **General Conditions of Sale and Use** » : this document and its possible annexes, with contractual value, governing the conditions of sale and use of the Voilà Services by the Client and the Organizers.

« **Intellectual Property Rights** » or « **DPI** » : all or part of the intellectual property rights covered by the Intellectual Property Code.

« **Organizer(s)** » : person with an Account attached to an Organization, who creates and organizes live. It defines the people who have access to an Organization to which it is attached.

« **Organisation(s)** » : restricted zone in the Voilà platform which allows the Client to use the Voilà Services. An Organization brings together one or more Programs and related Sessions. It can be free or paid.

« **Attendee** » : any person who has been invited, registered and/or accesses a Session on the Voilà platform.

« **Unique Attendee** » : any person accessing a Session during a live, that is to say in the periods between pressing the "Start live" and "Stop live" buttons. The same person using two different terminals or browsers will count as one Unique Attendee, except in the case where Voilà has no way of identifying this person as being the same. Organizers who attend the Session are counted among the Unique Attendees.

« **Attendee-Minutes** » or « **AM** » designates the consumption of one minute of live or rebroadcast video streaming by an Attendee on a given Session of an Organization.

« **Prestation(s)** » or « **Service(s)** » designates the services that can be ordered by the Client and the corresponding services carried out within the framework of the Contract and relating to the provision to the Client by Voilà of a platform and a multimedia player/*player* for the organization, production, broadcasting and hosting of live shows.

« **Programme** » designates a thematic grouping of content as well as the definition of the rules for Attendees' access to this content. This content is mainly made up of Sessions, on the one hand, and additional information describing for example the pages, the speakers at the Sessions, the languages or the time zone to use, on the other hand.

« **Session** » : element of a Program in which the video broadcast live or rebroadcast is prepared and produced. The video is produced either through the use of an external management system ("Studio Pro") or through the use of the Voilà cloud management system ("Studio Web").

« **Site** » : all the Content and pages to which the Customer has access to the address voila.live.

2. CONTRACTUAL DOCUMENTS

The Contract forms an indivisible whole which expresses the entire agreement concluded between the Parties relating to its subject matter.

It takes precedence over any proposal and/or exchange of letters prior to the signing of the estimate, as well as any other stipulation appearing in documents exchanged between the Parties. It is expressly agreed that the Customer's General Conditions of Purchase are unenforceable against the Service Provider when they have not been compared and then negotiated with this Contract for the sake of clarification and more favorable provisions.

The execution of the Services ordered under the Contract is subject to the clauses of the documents listed below, in decreasing order of priority: the quote, the General Terms and Conditions.

No modification of the terms of the Contract may give rise to obligations towards the Parties if it is not the subject of an express agreement between them, materialized by an amendment signed by both Parties.

3. ACCESS AND OPERATION OF THE VOILÀ SERVICE

Access to the Service Voila

Since the Voilà Service is offered on the Internet, to access it, the Organizers must have an Internet connection that complies with the Voilà's technical recommendations. All costs of telephone connections and Internet access are their responsibility. Voilà does not provide the Organizer with any material means, including telephone installation, terminal equipment, software or subscription, to connect to the Voilà Site.

This is free at any time to temporarily interrupt access to all or part of the Voilà Service or the Voilà Site, in particular for operational or maintenance reasons, without Customers being able to claim any compensation.

How the Service works

For reasons of maintenance, testing, repair or any other nature linked to the improvement and operation of the Voilà Service, it may be temporarily interrupted by Voilà, without liability being incurred. Voila does not guarantee that the operation of the Service will be continuous and error-free. However, Voilà will make every effort to ensure the proper functioning of the Service.

Voilà cannot be held responsible for the unavailability, interruption or malfunction of the Voilà Service, for any reason whatsoever and in particular, in the event of failure of its internet access provider, its host, intrusion by third parties or force majeure.

Voila cannot be held responsible for any inconveniences or damages inherent to the use of the internet network, such as in particular the presence of computer viruses or malicious codes.

4. REGISTRATION, CREATION AND MANAGEMENT OF ORGANIZATION

Right of access and use

Voilà grants the Customer concerned only a non-exclusive and non-transferable right to access and use the Voilà Service and its Content. This right is subject to compliance with the rules provided for in these General Terms and Conditions.

The right of use for an Organization relates to the lives organized by this Organization for its employees, its customers, its prospects, its partners, its shareholders. In particular, it excludes the organization of live performances on behalf of third parties, free of charge or for a fee. Voila reserves the right to revoke any access authorization to Organizers who do not respect this aforementioned condition.

The Organization remains the property of Voilà. The Organizer only holds a right of access to the Voilà Service, via an Account made available to it.

Each Account is specific to its user, connection information is strictly personal and confidential and must not be shared by the user. Voila reserves the right to revoke any access authorization to users who do not respect this aforementioned condition.

To have an Account, the Organizer must be a natural person, aged eighteen (18) years or having reached the age of majority in their country of residence or having obtained the agreement of their legal representative (parent or guardian). if the Organizer is a minor.

The Organizer must respect at least the following rule:

- a personal and valid email address must be provided.

Management of the Organization and personal information is done only on Backstage.

Terms of use

The specific pricing and usage conditions of the platform are defined within the framework of the Contract attached to the Organization. This Contract includes a pricing offer of one of the following types:

- **License** (also available as a SaaS offer): this offer allows the use of the Voilà Service during the period defined in the Contract according to the conditions of use defined below.
- **Volume** : this offer allows the Customer to acquire a volume of Attendee Minutes (AM) which can be used to use the Voilà Service during the Sessions defined in the Contract.
- **“at the ticket” or “to the participant”** : this offer allows the Customer to use the Voilà Service with a price defined by Attendee Single connected during the Sessions defined in the Contract.

An Organizer can:

- add as many Sessions as desired, within reason, within your Organization (any abusive use may result in suspension or deletion of the Voilà Service);
- freely and daily access to statistics live and rebroadcasts for a period of one (1) year and thirty (30) days before deletion of the data.

Free organization

An Organizer has the possibility to create a free Organization via an Account.

Free Organization allows an Organizer to create one (1) or more free Sessions in a single (1) Program.

Only the first thirty (30) Attendees will be able to access the Sessions currently being broadcast.

The Free Session will automatically end after twenty (20) minutes.

Studio Pro Sessions are not available as part of a Free Organization.

If the Organizer wishes to exceed these limits, he may subscribe to a paid subscription. Upon subscription, the free Organization will switch to a paid Organization.

Paid organization

An Organizer may use the Voilà Services within the limits defined below.

The duration of a Session cannot exceed four (4) hours. In the event of excess, Voilà reserves the right to interrupt the broadcast.

For a given Studio Pro Session, the duration of stream ingestion cannot exceed five (5) hours. If the time limit is reached, Voilà reserves the right to terminate the video stream ingestion keys.

In addition, for the license offer:

- The number of Attendees connected simultaneously within the same Organization cannot exceed the limit provided for in the subscription. Any Attendee attempting to connect beyond this limit will not be able to access a broadcast in progress.
- The Organizer must respect the thresholds for reasonable use of the platform depending on the subscription chosen, as defined below:

Type of license (according to maximum number of participants simultaneously)	Annual usage limit (in AM)
100	150 000

Type of license (according to maximum number of participants simultaneously)	Annual usage limit (in AM)
250	350 000
500	612 500
1 000	900 000
1 500	1 237 500
3 000	2 125 000
5 000	2 875 000
7 500	4 000 000
10 000	5 000 000
15 000	7 125 000
20 000	9 000 000
25 000	10 875 000
30 000	12 500 000
50 000	18 750 000
75 000	25 000 000
100 000	30 000 000
150 000	37 500 000
200 000	42 375 000

In the event of non-payment or at the end of the subscription period without renewal or in the case of abusive use, Voilà reserves the right to suspend the Voilà Service. The Organization then goes into “blocked” status: the Organizer then no longer has access to Backstage, but Attendees continue to have access to replays using their personal connection link.

5. DURATION AND TERMINATION

Contract length

The Contract comes into force from the receipt by Voilà of the quote signed (or accepted by written agreement) by the Client and for the duration indicated therein or from the creation of an Account by the Client.

These Conditions govern the relationship between Voilà and the Client for the entire duration of the latter's access to the Voilà Services from their acceptance by the Client.

In the event of subscribing to a paying Organization with a SaaS offer, this is renewable by tacit agreement each month, until the Customer terminates their Contract. Subscription begins on the payment date.

Certain articles of these General Terms and Conditions will survive the contractual relationship between Voilà and the Client, and in particular: Image rights and intellectual property, Liability and guarantees, Personal Data, Confidentiality, Applicable law and competent jurisdiction.

Duration applicable to the Organizer

The Organization is made available to the Organizer for the duration subscribed by the Customer from either the signing of the quote or the acceptance by the Customer of the General Conditions of Sale and Use.

Duration applicable to the Attendee

Access to the Voilà Service is made available to the Attendee for the duration planned by the Organizer.

Termination

Access to the Free Organization may be terminated at any time by the Customer by e-mail to the following address: support@voila.live.

The subscription to the paid Organization may be terminated at any time by the Customer online via Backstage or by e-mail to the following address: support@voila.live, with effect at the end of the subscription period. Termination ends the Customer's billing. The Organization then goes into "blocked" status. After termination, if applicable, an invoice will be sent and a direct debit will be made. No refund of amounts already paid will be granted and all invoices issued must be paid in full.

Each Party reserves the right to terminate the Contract at any time and automatically, in the event that the other Party fails to fulfill its obligations and does not completely remedy the situation within fifteen (15) calendar days following the date of termination. receipt of a registered letter with acknowledgment of receipt informing him of said breach serving as formal notice. Termination occurs automatically and automatically at the end of the aforementioned fifteen (15) calendar day period, without prejudice to any damages that the non-defaulting Party may claim.

Notwithstanding the foregoing, in the event of a breach by a Party which cannot be corrected and/or if a Party were to violate a particularly important obligation - in particular breach of the obligation of confidentiality provided for in this Contract, to an Intellectual Property Right of the other Party and/or the applicable regulations (in particular social) or any provision of public order – the other Party may terminate the Contract immediately and automatically upon simple notification addressed to the Party defaulting by registered letter with acknowledgment of receipt regarding the breach noted. Termination occurs automatically and automatically upon receipt of the notice of termination by the defaulting Party, without prejudice to any damages that the non-defaulting Party may claim.

The Service Provider may also terminate the Contract immediately and automatically, without this termination giving rise to the right to compensation for the benefit of the Client, if the Client's capital were, through any transaction whatsoever, to be held in whole or in part, directly or indirectly. indirectly, by a competitor of the Service Provider or by a company directly or indirectly controlled, within the meaning of article L 233-3 of the Commercial Code, by a competitor of the Service Provider. For the purposes of the Contract, any legal entity operating a Voila type service is considered a competitor of the Service Provider, i.e. provision of a platform and a multimedia player/player for the organization, production, broadcasting and hosting of live shows.

6. GENERAL OBLIGATIONS OF THE PARTIES

Each party must perform its obligations in perfect good faith. In the event of disputes relating to the interpretation, validity and consequences of these General Conditions of Sale and Use, the Customer and/or the Organizer is invited to contact support at the following address: support@voila. live.

General obligations of the Service Provider

As part of the execution of the Contract, the Service Provider undertakes in particular to:

- perform the Services, in accordance with the pricing and contractual conditions set out in the Contract;
- unless Higher Level Service, provide customer support via the email address support@voila.live and respond within a maximum of 2 working days from receipt of the request;
- perform the Services in accordance with the regulations in force with all necessary care and diligence;
- ensure compliance and perfect execution of all the obligations of the Contract incumbent upon it;
- keep the Client immediately informed of any difficulties he encounters during the performance of the Services;
- preserve and promote the Client's brand image as well as its seriousness and professionalism.

The Service Provider carries out the Services using its own materials, equipment and tools and/or those regularly obtained from its own service providers where applicable (such as Amazon for example) and in particular suitable IT applications, on which the Service Provider guarantees that it benefits from the rights necessary to carry out the Services.

General obligations of the Client

As part of the execution of the Contract, the Client undertakes to:

- communicate to the Service Provider all information requested by the latter and which is linked to the performance of the Services by the Service Provider;
- cooperate in good faith with the Service Provider for the execution of the Contract;
- keep the Service Provider immediately informed of any difficulties and/or elements brought to the Client's attention and likely to have an impact on the execution of the Contract;
- preserve the brand image of the Service Provider as well as its seriousness and professionalism.

General obligations of the Organizer

To use the Voilà Services, the Organizer must be a natural person, at least eighteen (18) years old or having reached the age of majority in their country of residence or having obtained the agreement of their legal representative (parent or guardian). if the Organizer is a minor.

The Organizer is not authorized to use devices, programs, algorithms or other automatic methods *de type « deep link », « web scraping », « bot », « crawler » ou "URL rewriting"*, or any similar or equivalent manual process, to access, acquire, copy or monitor all or part of the Voilà Service or the Content, nor to reproduce or circumvent the navigational structure or presentation of the Voilà Service or the Content to obtain or try to obtain data, documents or information by means not voluntarily made available to you by Voilà.

The Organizer must not attempt to gain illicit access to any section or functionality of the Voilà Service, nor to any other system or network connected to the Voilà Service or to a Voilà server, nor to the services offered by Voilà, by computer hacking, password sniffing or any other illicit means.

The Organizer must not attempt to probe, analyze or test the vulnerability of the Voilà Service or any network connected to the Voilà Service, nor breach the security and authentication measures put in place on the Site and on the Service. Here you go or the networks connected to the Service There you go.

The Organizer is not authorized to reverse engineer, trace or attempt to trace information about other Organizers or Attendees of the Voilà Service, or other Voilà customers, including any Voilà Organization of which the Organizer is not the owner. holder or its source, nor to exploit the Service.

The Organizer is not authorized to exploit the services and information made available to it on, or via, the Voilà Service, in any way whatsoever, with the aim of revealing this information, in particular personal identification information. or information other than its own information, as it appears on the Voilà Service.

The Organizer undertakes not to take any action that would impose an excessive or unreasonable load on the infrastructure of the Voilà Service, the Voilà Site, the Voilà systems, networks, or any system or network connected to the Voilà Service or the Voilà Site. Website Here it is.

The Organizer undertakes not to use any device, software or sub-program to interfere or attempt to interfere with the proper functioning of the Voilà Service or any transaction conducted on the Site and on the Voilà Service or on the use of the Service Here by any other person.

The Organizer must not attempt to forge headers or manipulate identifiers in any way to disguise the origin of any message or transmission sent to Voilà on or through the Voilà Service, or a service offered on or via the Voilà Service. The Organizer must not pretend to be or represent anyone else, nor impersonate another physical or legal entity.

The Organizer must not use the Voilà Service or its Content for an illicit purpose or prohibited by these General Conditions of Sale and Use, nor with a view to encouraging any illegal or other activity infringing the rights of Voilà or of third parties.

General Obligations of the Attendee

To use the Voila Services, the Attendee must be a natural person, aged eighteen (18) years old, minimum or having reached the age of majority in their country of residence or having obtained the agreement of their legal representative (parent or guardian) if the Attendee is a minor.

The Attendee only has a right of access to the Voilà Service, through an invitation, whether strictly personal or not, addressed to him or her.

Voila is not responsible if the Attendee distributes his personal connection link to third parties.

7. FINANCIAL CONDITIONS

Price

The prices applicable to the Services that can be ordered by the Customer under the Contract are indicated in the quote or on the pricing page of the Voilà Site.

Prices are indicated in euros excluding tax and fees. All orders, whatever their origin, are payable in euros. Subscription to the Voilà Service will be invoiced on the basis of the rate in effect at the time of validation of the order.

Voilà reserves the right to change its prices at any time and will notify Customers of any price changes in writing with a minimum of fifteen (15) day notice. If the price change is refused, the Customer may terminate their subscription to the Voilà Service. In the absence of waiver by the Customer during the notice period, he will be considered to have fully accepted the change in prices made by Voilà. Any price change will then be effective from the next billing cycle.

The Parties agree to comply with the applicable local rules provided for in matters of VAT, and more generally with the rules provided for any turnover tax or any comparable tax as well as the invoicing rules provided for by their national legislation. Each Party is responsible for compliance with the legislation applicable to it in this matter.

Costs

The prices do not include costs such as travel, accommodation, catering, professional and scientific documentation necessary to carry out the Services. These costs may, where applicable, be re-invoiced to the Customer according to the conditions provided for in the quote.

It is further specified that all usual costs relating to the Service Provider's activity, such as IT and telephone, remain the responsibility of the Service Provider.

The Customer is responsible for all charges applicable to the Voilà Service.

8. BILLING AND PAYMENT

Billing

The Client undertakes to make payment to the Service Provider upon presentation of the corresponding duly worded invoice. The amounts due are payable immediately on the date of the invoice, unless otherwise stated in writing on the quote.

Payment terms

In the event of online subscription, payment of the invoice is made by bank card, in which case the Customer authorizes Voilà to take measures to ensure that the bank card number provided is valid and to bill said card at the start of each billing cycle.

If applicable, Voilà reserves the right to terminate the Agreement immediately if at any time the Customer's payment information proves to be inaccurate or out of date, and the Customer will be responsible for any overdraft fees or any other charges incurred as a result of Voila's use of the Customer's billing information to make a payment.

In the event of invoicing following a quote, payment of the invoice is made by bank transfer. The Service Provider undertakes to provide the Client with the Bank Identity Statement or IBAN (International Account Identifier), the BIC code and the name of the corresponding bank.

Penalties for late payment and overdue balance

In the event of late payment, the penalties payable are due from the day following the payment date shown on the invoice in accordance with the deadlines and conditions provided for herein and, until the date of receipt of the funds by the Service Provider, according to a rate equal to three (3) times the legal interest rate.

The legal interest rate used is the rate in effect on the day the invoice is issued.

In addition to the above, any late payment is automatically sanctioned by the granting of lump sum compensation for recovery costs in the amount of forty (40) euros set by article D441-5 of the Code of trade.

Voilà reserves the right, at its discretion, to suspend or terminate all or part of the Services due to non-payment of an undisputed invoice.

Customer agrees to reimburse Voilà for all reasonable costs and expenses incurred in recovering overdue amounts.

Dematerialized invoicing

Taking into account the rules resulting from the order of September 15, 2021, the Client acknowledges and accepts that the Service Provider's invoices may be sent to him by electronic email, to the address indicated by the Client or that regularly used by the latter. The invoice will be deemed received on the day the said electronic email is sent.

Additional services

Customers may order additional Voilà Services at any time. Unless otherwise stated in the applicable order, any additional service ordered by the Customer is subject to these applicable General Terms and Conditions.

9. ASSURANCES

The Service Provider undertakes to take out, before any start of execution of the Contract, with a reputedly solvent company, insurance guaranteeing its activity and the responsibilities which may fall upon it during the execution of this Contract, due to damage caused to the Client, its employees as well as any third party, which may originate in the context of the execution of this Contract.

The Service Provider undertakes, upon simple request from the Client, to provide the Client with the corresponding insurance certificate(s), specifying the nature of the risks covered and the amount(s) guaranteed.

10. LIABILITY AND GUARANTEE

Voilà will make every effort to ensure the proper functioning of the Voilà Service and provide the Service 24 hours a day, 7 days a week.

However, Voilà only has an obligation of means regarding access and use of the Voilà Service. Voilà cannot guarantee that the functions offered by the Voilà Service will always be available or free from typographical, technical or other errors, that defects will be corrected or that the Voilà Services or servers hosting it are free of viruses or bugs.

Voilà is bound by an obligation of means within the framework of these General Terms and Conditions and cannot under any circumstances be responsible for any loss, harm or indirect damage of any nature whatsoever resulting from the management, use, exploitation, an interruption or malfunction of the Voilà Service.

Organizer Responsibility

The Organizer is responsible for the Content that it distributes on the Internet, on the Voilà Service and in its dedicated space. Under no circumstances can Voilà be considered responsible for the Content created by the Organizer. The

Organizer undertakes to ensure that its Content does not infringe the rights of third parties and complies with current legislation.

The Organizer may be required, as part of the use of the Voilà Service or through it, to use Services or access Content provided by third parties. Voila declines all responsibility for said Services and Content, to which it is not involved, the third party provider of the service or Content being solely responsible towards the Organizer.

The Organizer cannot hold Voilà liable for any loss, claim, dispute, damage or expense, including legal and defense costs, claimed by a third party or by another Organizer due to the content of its Organization.

As part of its obligations to combat manifestly illicit content, enacted by the law of January 21, 2004 for confidence in the digital economy, Voilà may be required to keep connection data from the Organizers, in particular relating to content exchanged via internal messaging.

The Organizer undertakes to read the rules and limits relating to freedom of expression before any publication. Freedom of expression authorizes criticism as long as it is objective, reasoned and relates to real facts, the reporting of verified and proven information, it does not authorize denigration and defamation. Any denigration, defamation or allegation of inaccurate or deliberately truncated information to change its meaning may result in legal action against the author.

Voila cannot under any circumstances be held responsible for any damage occurring in the context of exchanges carried out outside the Voilà Service, even between Organizers.

Voila cannot be considered responsible for the content external sites, how access to these sites works. Voila does not endorse and is not responsible for the content, ideas, opinions, products or services sold on these external sites.

The Organizer acknowledges being solely responsible for the hypertext links and Internet addresses that it includes on its site or personal page and guarantees Voilà, its managers and employees against any dispute or claim relating to these links.

Once the data has been downloaded by the Organizer from the Voilà platform, it is their responsibility to ensure its security and integrity. Voila is responsible for the security and integrity of the data as long as it is on its platform. The Organizer agrees to transfer its data and files under its sole responsibility and with full knowledge of the facts. It is the responsibility of the Organizer to carry out any safeguarding measures that it deems necessary.

The security of the Organizer's Account is the sole responsibility of the Organizer. Voila cannot be held responsible for any damage that the Organizer's Account or computer may suffer following the loss or sharing of its Account identifiers. Voila cannot in any way be held responsible in the event of usurpation of the Organization or any alteration that the Organizer's Account may suffer.

The Organizer also acknowledges that it is responsible for actions undertaken through its Organization and on its Organization.

The Organizer acknowledges that it, and not Voilà, is solely responsible for all electronic communications and content sent by it and that it must use the Voilà Service in compliance with applicable laws and regulations.

Attendee Responsibility

The security of the Attendee's access to the Voila Services is their sole responsibility. Voila cannot be held responsible for any damage that the Attendee's computer may suffer following the loss or sharing of their personal invitation.

Voila cannot in any way be held responsible in the event of usurpation of its personal invitation.

The Attendee also acknowledges being the presumed recipient of his personal invitation and the person responsible for the actions undertaken via his access to the Voilà Service.

The Attendee acknowledges that he, and not Voilà, is solely responsible for all electronic communications and content sent by him and that he must use the Voilà Service in compliance with applicable laws and regulations.

Customer Responsibility

The Service Provider cannot, under any circumstances, be held responsible, including jointly, for damage, direct or indirect, suffered by the Client and/or the Organizer, and which could be attributable to a third party intervening, at the request of the Client, as part of the execution of the Contract.

In all cases, the Service Provider may only be required to compensate the Client for any loss resulting from a failure or violation of these provisions and which is solely and directly attributable to the Service Provider.

Unless otherwise agreed by the Parties in writing, the total amount of damages payable by the Service Provider may in no case exceed the total amount of fees actually paid for the Services rendered to the Client. The Client agrees to waive all claims against the Service Provider to the extent that the total damages that could otherwise be payable exceed the ceiling described.

Notwithstanding any other provision to the contrary, the Service Provider will not be liable for any indirect, incidental or consequential damages (including, but not limited to, damages for loss of revenue or profits, loss of production, damage to reputation, loss of customers).

The Service Provider cannot, under any circumstances, be held responsible for breaches of the Contract or applicable legislation which may be attributable to the Client, particularly in the event of use of the multimedia player/*player* by the Client for the dissemination of content of a violent, discriminatory, pornographic, terrorist nature, and more generally any illegal content.

Any procedure brought against Voilà must be filed within one (1) year from the occurrence of the damage concerned.

11. INTELLECTUAL PROPERTY

Intellectual Property Rights

Intellectual Property Rights or "IPR" refer to all or part of the intellectual property rights covered by the Intellectual Property Code.

Only a right to use the technologies made available by the Service Provider to the Client is granted by Voilà to the latter, within the limits and conditions defined herein.

Rights acquired and/or held before the entry into force of the Contract

The Contract does not transfer any title of ownership between the Parties, nor does it confer any assignment or grant of IPR existing before the entry into force hereof. Each of the Parties remains the owner of all elements protected by IPRs acquired and/or held prior to the entry into force of this Contract and any reproduction or exploitation of these IPRs will be subject to the prior written authorization of the holder which may be granted or refused at the sole discretion of the latter.

Rights of third parties

The Client guarantees to Voilà that he holds all the rights allowing him to broadcast the Program live. As such, he declares that he is the owner of all the IPRs relating to the Program Content.

In particular, the Client expressly undertakes, before the broadcast of any content on the media player/*player*, to be obtained from all third parties having participated directly or indirectly in the production of the content broadcast or from any other person likely to be able to claim property rights, the assignment or concession of their rights or their authorizations allowing distribution in accordance with the Conditions of this Agreement.

As such, the Client guarantees Voilà against any action, complaint, demand or opposition from any person invoking an intellectual property right or an act of unfair and/or parasitic competition, or infringement of image rights. to which the live broadcast of the Session and the Program or the execution of these applicable General Terms and Conditions would have been infringed. Compensation and costs of any kind incurred by Voilà as well as all damages awarded against it will be borne by the Customer.

Prohibition on use of the Service Provider's brands

The Service Provider is the owner, in France and abroad, of numerous brands.

The Client expressly acknowledges that he has no rights whatsoever and on any grounds whatsoever to the brands which are the exclusive property of the Service Provider.

The Client undertakes not to use the brands without the prior written consent of the Service Provider.

Right of communication

In all cases, the Client acknowledges the possibility for the Service Provider to report its collaboration with the Client for commercial purposes and with the aim of promoting its activity and/or the Program for which the media player/*player* of the Service Provider is made available to the Client.

12. CONFIDENTIALITY

Under the Contract, the following information is considered “**Confidential Information** »: the Contract, technical, commercial, strategic, financial, economic information relating to research, technical specifications, software, components and products of the Client and the Service Provider, on all media, oral, visual or written, and transmitted to the other Party as part of the negotiation or execution of the Contract.

Each Party receiving Confidential Information undertakes:

- to treat said Confidential Information with the same precaution and the same level of protection that it accords to its own confidential information;
- to only disclose said Confidential Information to members of its staff or subsidiaries or advisors who need to know its existence; it being understood that members of staff or subsidiaries or advisors must be informed of the confidential nature of the information and undertake to maintain its confidentiality under the conditions stipulated in this article;
- not to use the Confidential Information for purposes other than those provided for in the Contract.

However, Confidential Information may be communicated to an authority legally authorized to request its transmission.

As an exception, confidentiality obligations as defined above do not apply to the following information:

- information entered into the public domain before or after its communication in the absence of any violation of the Contract;
- information already known prior to its communication;
- information received from a third party lawfully and without violation of the Contract;
- information developed by one of the Parties in complete independence;
- information whose use or transmission has been authorized in writing by the other Party.

Any breach of this article entitles the injured Party to immediately terminate the Contract as of right, without prejudice to any damages to which it may be entitled; the defaulting Party cannot claim any compensation for this termination.

The obligations of this article remain in force for the entire duration of the Contract and for a period of three (3) years from the date of effective termination or expiration of the Contract, whatever the reason.

13. PROTECTION OF PERSONAL DATA

Legal framework

For the full understanding of the following stipulations, the terms “Personal Data”, “Processing Controller”, “Joint Controllers”, “Data Subject”, “Personal Data Violation” and “Processing” will have the meaning defined in the “Applicable data protection laws”.

The term “Applicable data protection laws” means:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- where applicable, the texts adopted by the European Union and local laws that may apply to Personal Data processed within the framework of the Contract.

Roles and obligations

The Parties expressly recognize that each Party alone determines the purposes and means of its Processing of Personal Data. Consequently, the Parties expressly agree that each of them acts as Data Controller for the Processing of Personal Data having a direct link with the execution of the Contract and within the framework of its obligations under the applicable Laws relating to Data protection.

Under no circumstances will the Parties process Personal Data as joint Data Controllers.

The Parties undertake to fully respect the legal and regulatory obligations regarding data protection incumbent upon them in the context of its Processing.

In addition to the Processing of Attendees' data described below, it is agreed that each Party is required to process the professional contact data of the personnel in charge of the Contract of the other Party. As such, the Parties undertake to process this Personal Data in compliance with applicable data protection Laws.

Conditions for exercising obligations

This provides the Client's Data Privacy Officer or his representative, through the Backstage interface, with the means to exercise his responsibility as Data Controller, in particular for access, portability, modification and deletion of personal data possibly hosted on the Voilà platform.

Voilà provides the technical means of obtaining the Attendee's consent to the sharing of personal data when the registration of said Attendee is carried out through the Voilà Service. In this case, the Customer is responsible for formulating the consent collected which must be adapted according to the data actually collected and used by him and in accordance with the law.

The Client is responsible for obtaining the Attendee's consent to the sharing of personal data when the registration of said Attendee is carried out prior to the Voilà Service (private invitations, SSO). In this case, Voilà provides a means of receiving and keeping track of this consent for each Attendee, and respects the presence or absence of this consent in the data that it may return.

Program data is retained by Voilà until the Organizer decides to delete the Program or specifically delete it. This data concerns in particular the lists of Attendees who have access to this Program, and the information that the Client may wish to collect when registering these Attendees.

Session data is kept by Voilà until the Organizer decides to delete the Session, or to delete them specifically, or automatically at the expiration of a period of one (1) year and one (1) months after the end of the said Session. This data possibly concerns, in particular, access information to the Session (in the event of the Attendee's consent), and the nominative contributions of the Attendees to this Session (such as, for example and without limitation, chat messages or questions).

Cooperation between the Parties

Each Party provides the other Party with all assistance required in the management of any request from Data Subjects for the exercise of their rights or for any other request relating to the protection of Personal Data concerning them as provided for by the Laws. applicable in terms of data protection and in order to respect regulatory deadlines for

responding to Data Subjects. To do this, the other Party must be the recipient of a Data Subject request which may have an impact on the Processing of Personal Data of the other Party.

In the event that the Data Subject contacts a Party directly to exercise their rights, the latter undertakes to verify whether this request is their responsibility and to refer if necessary to the other Party as soon as they are identified as the Data Controller concerned.

Each Party reasonably assists the other Party when an impact analysis relating to the protection of Personal Data is necessary in application of the applicable Data Protection Laws.

For the implementation of these situations, the Parties will contact their respective Data Protection Officer if necessary.

For the Service Provider: **privacy@voila.live**.

Confidentiality of Personal Data

In addition to the confidentiality obligations described in the Confidentiality article of the Contract, the Parties recognize that the Personal Data constitutes confidential information and as such ensure that the persons authorized to process the Personal Data undertake to respect confidentiality.

The Parties undertake not to disclose any Personal Data processed within the framework of the Contract to members of its staff who are not involved in the execution of the services provided for in said Contract.

The Parties ensure that its employees, subcontractors and service providers providing services under this Contract relating to the Processing in question are aware of and comply with the rules relating to confidentiality and the protection of Personal Data.

Security, Personal Data Breach, Notification

The Parties must take, each for the Processing of Personal Data for which it is the Data Controller, the technical and organizational security measures necessary to protect the Personal Data against accidental or illegal destruction, accidental loss, modification, disclosure or unauthorized access to Personal Data in accordance with Applicable Data Protection Laws.

It is the responsibility of each Party as Data Controller to inform and notify the competent supervisory authority, and where applicable, the Persons Concerned by the Personal Data Breach.

Voila will notify the Customer as soon as possible of any Data violations covered by the Regulations.

Any additional document concluded between Voila and the Customer aimed at completing and specifying the framework for the processing of personal data (Personal Data Processing Agreement or DPA) will constitute an annex to these General Terms and Conditions.

14. SECURITY OBLIGATIONS

Organization's Safety

This provides the means of management, through the Backstage interface, of the list of Organizer Accounts authorized to access the Client's Organization, in particular the means of invitation and revocation of the latter.

Voila also provides a log of important actions performed by Organizers on an Organization and its Content.

The Client is responsible for the proper management of the list of Organizers who have access to their Organization.

Security of Customer data and files

The Service Provider undertakes to respect the technical and organizational terms concerning security described in the Contract in order to prevent any access or fraudulent use of the Client's data and files by third parties, and to prevent any loss, alteration and destruction of this data. and files.

The Service Provider undertakes to immediately inform the Client of any breach of security and integrity of the Client's data and files and to implement as soon as possible any measures intended to put an end to it.

15. ACCESS TO PREMISES

The execution of the Contract may be subject to access to the premises of the Client who undertakes to authorize the Service Provider and its staff to access them.

The Service Provider must ensure that its staff comply with all regulations in force in the Client's premises when working there, particularly in terms of health and safety.

16. FORCE MAJEURE

In the event of force majeure as defined by article 1218 of the civil code, the prevented Party undertakes to inform the other as soon as possible.

The respective obligations of the Parties will initially be suspended for the duration of the existence of force majeure, with the exception of obligations that may survive, such as, in particular, those referred to in the Articles "Confidentiality", "Protection of Personal Data », "Prohibition of use of trademarks", "Intellectual property".

If the suspension exceeds a period of thirty (30) days, the Contract may be terminated automatically at the initiative of either Party by sending a registered letter with acknowledgment of receipt. .

The Client and the Service Provider will then be released from their commitments, with the exception of the obligations referred to in the "Survival" Article, without any compensation being due on either side.

17. INTUITU PERSONAE: ASSIGNMENT AND SUBCONTRACTING

Cession

Neither Party may be justified in assigning, transferring or relinquishing in any way its rights and obligations arising from the Contract, for the benefit of a third party, without having first obtained the written consent of the other Party.

However, the Service Provider is authorized to assign, transfer or relinquish by any means its rights and obligations arising from the Contract, for the benefit of one of the companies in its Group.

Subcontracting

The Contract is concluded due to the particular competence and expertise of the Service Provider, as presented by the latter to the Client. However, it is agreed between the Parties that the Service Provider may use subcontracting for the execution of all or part of the Services.

18. MISCELLANEOUS PROVISIONS

Autonomy of contractual clauses

If any of the stipulations of the Contract is held to be void or invalid and declared such in application of a law, a regulation or following a final decision of a competent court, this stipulation will be deemed not to be valid. written, without altering the validity of the other stipulations and will be replaced by a valid stipulation of equivalent effect, which the Parties undertake to negotiate in good faith.

Non-waiver

The fact for one of the Parties not to avail itself at a given time of any stipulation of the Contract cannot be considered as a waiver of the benefit of this stipulation or of the right to subsequently avail itself of said stipulation and/or of seek compensation for any breach of this stipulation.

Independence of the Parties

The relationship between the Parties is one of service provider and client. Each of the Parties is an independent legal entity acting under its own responsibility. The Contract does not create any relationship of subordination or agency between them, nor does it constitute an association, joint venture or joint venture. In addition, each Party acts in its own name and on its own behalf. A Party has neither the power nor the authorization to bind the other Party in any manner whatsoever.

Survival

Termination for any reason whatsoever or the expiration of the Contract and/or one or more Orders cannot release the Parties from the obligations which, in order to give full effect to their meaning, must survive the termination or the expiration of the Contract, in particular the obligations referred to in the "Confidentiality" and "Intellectual Property" Articles.

19. SPECIAL CONDITIONS

Each service may be subject to specific conditions.

Voilà is free to add and remove Services and/or modify their characteristics, conditions of use and other specific conditions while guaranteeing an equivalent level of cybersecurity. He will inform Customers and Organizers in advance by email or posting on the Site.

Voilà reserves the right to modify the General Terms and Conditions at any time. Each modification will take effect as soon as it is put online on the Voilà Site. Voilà undertakes to inform Customers and Organizers in advance of any significant modification by email or by posting on the Voilà Site. The Customer and/or Organizer must accept the modification to use the Voilà Service.

20. PREVALENCE

Additional General Conditions may apply to purchases of Services, as well as to specific sections or functionalities of the Voilà Service.

In the event of a contradiction between these General Conditions of Sale and Use and the conditions published for or applicable to a specific section of the Voilà Service or for a service offered on or via the Voilà Service, the latter conditions will prevail and govern the subscription to this specific service.

Where applicable, Voilà's obligations with respect to its Services are governed solely by the agreements under which they were defined and nothing appearing on the Voilà Service may be interpreted so as to modify these agreements.

Voilà may make changes to the Services offered on the Site and on the Voilà Service or to the prices applicable to these Services at any time and without notice.

21. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Notwithstanding the country from which the Customer subscribes and/or the Organizer uses the Voilà Services, these General Terms and Conditions are exclusively governed by French law.

In the event of a dispute or complaint emanating from the Client, the Organizer, Voilà or a third party, relating to the use of the Voilà Service, only the version of these General Terms and Conditions accessible on the Voilà Site and on the Voilà Service will have binding force between the parties, whatever the date of the disputed facts.

Any dispute which arises concerning the interpretation, validity, execution or termination of the Contract must be the subject of an attempt at amicable settlement between the Parties, if necessary through a mediator. In the absence of an amicable settlement, the dispute will be submitted to the competent courts of Paris.