

General terms and conditions for the use of accessible services on Authôt application

1. Object

These general conditions are intended to define the terms and conditions for supply of services described in article 6 (hereafter “Services”), and to define the rights and obligations of the parties in this framework.

Services are provided through an application (hereafter the “**Application**”) accessible:

- Either on the website <http://app.authot.com> (hereafter: the “**Internet Application**”);
- Or on mobile phones or digital tablets (hereafter: the “**Mobile Application**”), the Mobile Application which must be downloaded from download platforms for applications.

When appropriate, the Application can be directly integrated in the computer system of the Services subscribers by Authôt. Then, terms and conditions of this integration shall be the subject of a specific agreement between the parties. Except as expressly provided in this agreement, these general conditions remain, in any case, applicable to the Application’s use.

Services subscribers are, hereafter, referred to as “**Users**”.

These general conditions are accessible at all times in the Application.

These are complemented by specific conditions with which they form an indivisible contractual whole (hereafter the “**Contract**”). In the event of contradiction, specific conditions prevail over general conditions.

2. Operator of the Application and Services, contact

The Application and Services are operated by Authôt Company, Société par Actions Simplifiées with share capital of 20,000 euros, registered with the trade and companies register of Paris under number **788 502 680**, whose registered office is at 16 rue Dagorno, 75012 Paris (hereafter: “Authôt”).

Authôt can be contacted at the following details:

Mailing address: 52 avenue Pierre Semard, 94200 Ivry-sur-Seine
Phone: +33 608 222 070
Email: contact@authot.com

3. Duration of Services

3.1 Services are subscribed as part of a subscription package (hereafter the “**Subscription**”), that begins on the effective date of the contract provided for in the specific conditions, for the period also provided for in these (hereafter “**Initial Period**”).

Subsequently, subscription tacitly renewed for successive periods of same time period than the Initial Period (hereafter referred to “**Periods**” as Initial Period), unless denunciation by either of the Parties, made by registered letter with notice of receipt sent

to the other Party, within the notice period provided for in the specific conditions (hereafter “**Notice Period**”).

- 3.2** By way of derogation from the above requirements, in the case provided for in the article 20, each party may act as a barrier to the tacitly Subscription by registered letter with notice of receipt sent to the other Party no later than the last day of the Subscription, date as per postmark.

4. Services Reservation for professionals

Services are exclusively reserved for professionals, in the course of their duties.

Authôt reserves the right to cancel the Contract in accordance with Article 13 if the User does not meet this requirement.

5. Registration for Services

5.1 Registration process

5.1.1 Application for registration via the Application

To access the Services, the User has to make an application in the appropriate form on the Application, Internet or Mobile.

The User must fill in all the mandatory fields. Incomplete applications will not be considered.

Authôt may require the User to provide any additional information it considers necessary.

Authôt informs the registration approval or refusal of the User, by email to the address provided in the form.

Authôt reserves the right to refuse any application for registration, at its discretion and without having to justify reasons.

Any User whose application for registration would be refused, will have no further recourse towards Authôt nor requesting any compensation.

5.1.2 Through Authôt

Once Authôt and the User discussed and agreed on Subscription conditions, User registration can be done directly by Authôt with information provided by the User. Then, Authôt send an email to the User to give its login and password so that he can access to his Account as defined in the article 5.3.

5.1.3 Common provisions

The User ensures that all the information provide to Authôt are correct, up-to-date and sincere and are not vitiated by any misleading character.

The User is informed and agrees that the information provided to Authôt for registration or his Account updating (as defined in the article 5.3) shall be deemed proof of his identity. The information provided by the User binds him after being validated.

The User commits to regular updates of the information in case of any modifications, so that they still meet the above-mentioned criteria.

5.2 Acceptance of the general terms and conditions

5.2.1 In case of application for registration via the Application

In case of application for registration via the Application, the acceptance of these general terms and conditions is evidenced by a box to be ticked, in the application form. That one will not be validated if the User does not check this box. The User expressly acknowledges that the validation of this checkbox and of the application form submitted by him shall constitute proof of his acceptance of these general terms and conditions.

5.2.2 In case of application for registration through Authôt

In case of application for registration through Authôt, the acceptance of these general terms and conditions is evidenced by their signatures in duplicate, by the User.

5.2.3 Common provisions

In any case, the acceptance of these general terms and conditions has to be full. Any conditional acceptance is considered null and void. The User who does not agree to be bound by these general terms and conditions should not register for the Services.

5.3 User Account

Once his registration has been finalized, the User is given an account in his name (hereinafter: the “**Account**”), giving him access to a private space (hereinafter: the “**Private Space**”) where he can manage his use of Services and according to technical means that Authôt considers the most appropriate to give the so-called Services.

The same Account can be used on both Internet Application and Mobile Application.

After connecting with his login and password, the User can have access to his Private Space at all time.

The User is the only responsible for the confidentiality of these and whether they will be transmitted to third parties. As such, the User is informed and accepts that only one person at a time can be connected to a given Account.

Every use of the Services done with the User’s login and password is known as done by him, the user remains the only responsible. The User releases Authôt from all responsibility in case of use of this identifying elements by a third party.

If he notices that his Account has been used unwittingly, he must immediately contact Authôt at the details mentioned in the article 2 of these. In such cases, he recognizes the right for Authôt, to take all appropriate measures

5.4 Sub-accounts creation

The User may request Authôt to create sub-accounts (hereinafter the “**Sub-accounts**”).

The number of User’s Sub-accounts is stated in the specific conditions.

The User gives to Authôt the necessary details for the Sub-accounts creation. Authôt send by email to the User, usernames and passwords for every Sub-accounts.

Sub-accounts works under the same conditions than the User Account. The provisions of article 5.3 are fully applicable on these sub-accounts.

At all events, the User remains solely responsible of the Application access and of the use of the Services through Sub-accounts.

6. Description of Services

Authôt offers to Users an audio transcription into text solution, in French and English. In this context, Authôt provides the Services below, to the User, in a form and according to the conditions considered the most appropriate.

Authôt reserves the right to offer any other Service, under terms and conditions whose it will be the only judge.

6.1 Transcription of an audio or video File

The User can send to Authôt, via its Private Space, the audio or video file(s) he wants to have the text transcription (hereinafter “**Files**”).

Formats and duration of files accepted by Authôt are specified in the Authôt Application.

At all times, Authôt reserves the right to limit formats and durations, in its sole and free discretion.

When he uses Mobile Application, the User has the possibility to send directly to Authôt, from the Application, a File produced from his mobile phone or tablet.

In the Private Space of the User, files transmitted to Authôt are readable at any time thanks to an audio player. However, the Private Space does not include downloadable copies of the Files, which is up to the User to save.

With regard to video files, it is specified that only the soundtrack is readable in the Private Space of the User and is likely to be transcribed by the Application.

The User can send only one File for transcription at the same time, unless he has contracted an option for Files simultaneous transcription. In this case, subscription of this option and number of Files for simultaneous transcription are specified in the specific conditions.

File transcription into text (hereinafter “**Transcription**”) is made available to the User in its Private Space, with an average delay of one (1) hour starting at the reception of the related File by Authôt.

The User is informed and accepts that this delay may be longer, particularly due to the bad quality of Files, their size and/or the availability of the servers.

The User can choose to be informed by email of the availability of his Transcriptions.

Transcriptions are accessible at any time in the Private Space of the User, who can freely consult or delete them.

6.2 File Transcription editing

From his Private Space, the User can also modify, adapt, rework and/or export the Transcription produced by Authôt.

In order to facilitate this edition, Authôt provides several tools to the User, as:

- Suggestions for corrections,
- The synchronization of the Transcription with the audio of the File, in order to let the User, when he is editing one section of the Transcription, listen the related part of the file with the audio player of the Application.

6.3 Services usage statistics

The User has access to Services usage Statistics, in his Private Space.

7. Financial conditions

7.1 Price

The price of the Subscription is stated in the specific conditions.

It is in Euros, Pounds or US Dollars and taxes are also specified.

Authôt reserves the right, in its free discretion and under conditions whose it will be the only judge, to propose promotional offers and price reductions. These will be stated in the specific conditions.

7.2 Revision of prices

The price may be revised by mutual agreement between the Parties, which will result in the signing of new specific conditions.

7.3 Invoicing

Authôt issues an invoice by subscription period, which it sends by email to the User at the beginning of this period.

Invoices issued by Authôt are due in periodic payments at the expiry dates set out in the specific conditions. Without precise specifications in these, invoices issued by Authôt are due in the 30 (thirty) days following the date of emission.

7.4 Terms of payment

The payment of the subscription may be made by direct debit or bank transfer.

The User is committed to taking all necessary measures to this end. He guarantees to Authôt that he has all authorizations needed to pay for the Services, with the payment method chosen.

7.5 Payment incidents

The User is informed and expressly accepted that any delay of payment of all or part of the amount due for the Subscription, by the due date, will automatically result without prejudice to the provisions of article 11 and 13 and without prior formal:

- (i) The forfeiture of the agreed term of all sums due by the User and their immediate exigibility;
- (ii) The immediate suspension of ongoing Services until full payment of the amounts due by the User;
- (iii) The invoicing in favor of Authôt with interest for delay at legal interest rate, based on the full amount due by the User.

8. Backup of editions for improvement of the Services

The User is informed and expressly accepts that, in order to improve the Services by enriching the database of voice recognition system used by the Application, Authôt can save, use and forward to its business partners implementing this system, all proofreading, corrections and modifications made by the User on the Transcriptions.

It is stated that these operations are fully automated and without any human intervention, Authôt and its business partners have thus not knowledge of the content of the Transcriptions.

9. Obligations for the User

- 9.1** The User commits to use the Application and Services in accordance with these general terms and conditions, without prejudice public order or the rights of third parties and, more generally, without infringement of relevant laws and regulations.
- 9.2** The User acknowledges understanding the characteristics and constraints of all Services, in particular technical.
- 9.3** The User is solely responsible for his use of the Application and Services. In the light of this, the User recognizes that the Transcriptions provided by Authôt may not be perfectly accurate. He commits to systematically verify its accuracy and rectify it, if necessary, before any use.
- 9.4** The User is solely responsible for the content of the Files transcribed in the context of Services, as well as the content of the related Transcriptions and proofreading done on these Transcriptions.

9.5 The User remains the solely responsible for the functioning of his computer equipment, as well as the preservation of his Files and Transcriptions, which he should himself save.

10. Prohibited conducts

10.1 Without prejudice of the provisions of the article 9, it is strictly prohibited to use the Services for the purposes below:

- Participation in illegal, fraudulent activities, or practices that inflict the rights or security of third parties;
- The transcription of pornographic, obscene, indecent, shocking or inappropriate for a family public, defamatory, offensive, violent, racist, xenophobic or revisionist, which violate the rights of third parties, untruthful, misleading Files or Files proposing or promoting illegal, fraudulent or misleading activities;
- The breach in public order or the violation of laws and regulations in force;
- The infringement or intrusion into the computer systems of Authôt or third parties, or any activity that damage, control, interfere or intercept all or part of computer systems of third parties, violating their integrity and security;
- And more generally, any practice diverting the Services for other purposes than those for which they have been created.

10.2 It is strictly prohibited for the User to copy and/or divert the concept, technologies or any other component of the Application or Services, for his own or third parties' purposes.

10.3 Are also strictly prohibited: (i) any behavior that interrupt, suspend, slow down or prevent the continuity of Services, (ii) any breach or attempted breach in the systems of Authôt or third parties, (iii) any diversion of system resources of the Application, (iv) any actions that impose a disproportionate load on infrastructures of the latter, (v) any infringements to security and authentication measures, (vi) any actions that infringe the rights and financial, business or moral interests of Authôt or of Application and Services Users, and finally, more generally (vii) any failure to these general terms and conditions.

10.4 It is strictly prohibited to request payment, sell or give access to all or part of the Services or the Application, as well as the information that are hosted and/or shared.

11. Sanction in case of failures

If the User fails to comply with any of the provisions of these General Terms and Conditions, in particular the articles 9 and 10, or, more generally, if the User violates the laws and rules, Authôt reserves the right to:

- (i) suspend all or a part of the Services,
- (ii) terminate the User's access to the Services in accordance with article 13,
- (iii) take appropriate measures and initiate legal action,
- (iv) if necessary, inform the competent authorities, cooperate with them and provide them with any useful information for searching and suppressing illegal or illicit activities.

12. User warranty

The User shall indemnify Authôt against any complaints, claims, actions and/or demands Authôt could be exposed to due to the User violating any of the provisions of these General Terms and Conditions and more specifically the articles 9 and 10.

The User commits to indemnifying Authôt in respect of any loss it could suffer and to pay it for all the fees, charges and/or convictions it could have to bear consequently, including its Advisory Fees.

13. Termination

Without prejudice to the provisions of article 3, Authôt reserves the right to terminate the User's access to the Services in case of non-compliance by the User with these General Terms and Conditions with immediate effects, by letter, by fax or by e-mail.

The termination takes effect in full law at the date of dispatch, by Authôt, of the document sent to the User as per the present clause.

It automatically results, and without prior formal notice, in the deletion of the User Account, and without prejudice to the other possibly associated consequences in application of these General Terms and Conditions.

The termination occurring in application of this clause cannot give rise to any refund of all or part of the Subscription price.

14. Consequences of the termination of the Services

The termination of the Services, for whatever reason, results in the deletion of the User Account. The User therefore cannot access his Private Space, his Transcriptions and, more generally, any element pertaining to the Services anymore.

15. Disclaimer of liability and warranty of Authôt

- 15.1** Authôt commits to providing the Services diligently and appropriately, it being specified that it has an obligation of means, excluding any obligation of result, including the safety and the confidentiality of the Recordings and the Transcriptions, and the User expressly acknowledges and accepts it.
- 15.2** Authôt does not guarantee the accuracy of the Transcriptions of the Recordings provided by the User. Similarly, it shall not be held responsible if one or several Recordings cannot be transcribed fully or in part, especially owing to the poor quality of the Recording, to the employment of unusual words or to the server downtime.
- 15.3** Authôt shall in no events be held liable for the contents of the Recordings or of the Transcriptions since it only hosts them.
- 15.4** Authôt cannot be held responsible for any possible loss of the Recordings and Transcriptions for the Users have to save a copy of these files and cannot claim any compensation in this respect.
- 15.5** Authôt commits to regularly carrying out controls in order to check the functioning and the accessibility to the Application. In this respect, Authôt reserves the right to suspend the access to the Application for maintenance. Similarly, Authôt cannot be held responsible for difficulties or momentary impossibility of access to the Application dues to extraneous circumstances, the force majeure or disruption in telecommunication networks, the Users

being informed of the complexity of global networks and of the influx, at certain times, of users of those networks.

- 15.6** The Services are provided by Authôt as-is and without warranty of any kind, either expressed or implied. In particular, Authôt does not guarantee the Users (i) that the Services, subject to a constant research to improve, in particular, performance and progress, will be completely free from errors, defects and flaws, (ii) that the Services, being standard and not at all intended solely for one given User according to his personal constraints, will meet his needs and expectations.

16. Intellectual property

16.1 Intellectual property of Authôt

The systems, software, structures, infrastructures, source codes, databases and contents of any kind (texts, pictures, imagery, music, logos, trademarks, etc.) operated by Authôt within the Application, as well as the technology implemented as part of the Services, are protected by all intellectual property rights in force.

Any cracking, decompiling, decrypting, extracting, exporting, reusing, copying and, more generally, any acts of reproduction, representation, distribution or use of any of these elements, entirely or partially, without the authorization of Authôt are strictly prohibited and shall be subject to legal actions.

16.2 Intellectual property of the User

For the implementation of the Services, the User expressly authorizes Authôt to use, reproduce and represent the Recordings and Transcriptions potentially protected by intellectual property rights, in accordance to the conditions set forth herein.

As the implementation of the Services is performed at the request of the User, he agrees to the hereinabove authorization free of charge.

This authorization is agreed for the entire world and for the subscription period to the Services by the User.

17. Personal data

- 17.1** When the User uses the Services, Authôt collects personal data concerning him, that is to say data enabling to User to be identified, such as, in particular, his last name, his first name, his middle names, postal address or e-mail address (hereafter the “**Personal Data**”).

About the collection and management of these Data, Authôt complies with the law number 78-17 of the 6th January 1978 entitled “Informatique et Libertés” (Data Protection Act).

- 17.2** Personal Data collected while using the Services are necessary to their implementation and are exclusively intended for Authôt. Authôt may also transmit them to the administrative and judicial authorities, so as to comply with its legal and regulatory obligations. Authôt commits to protecting these Data and to processing them in strict confidence and as carefully as possible.

The Personal Data shall be shared with third parties only if the User has expressly agreed to it.

- 17.3** Authôt may use the Data to send the User requests, newsletters or promotional message. The User who does not want to receive such messages can oppose to it by ticking a box in his Private Space.

- 17.4** The Personal Data shall not be retained longer than strictly necessary for executing of the Services as well as carrying market research operations. The data shall be deleted at the latest one year after the last contact of the User with Authôt, with the exception of the data required to establish the proof of a right or a contract, which can legally be archived for five years.

- 17.5** In accordance with the law number 78-17 of the 6th January 1978 regarding information technology, data files and civil liberty, the User has a right to obtain and, when appropriate, to rectify and to delete the information concerning him by submitting his request to Authôt at the details mentioned in article 2. It is recalled that every person may, for legitimate reasons, oppose the processing of his personal data.

- 17.6** Authôt uses cookies for the purpose of implementing the Services. Cookies are text files, often encrypted, stored in the User’s browser. Cookies used by Authôt are strictly technical and are necessary for the proper functioning of the Application. Refusing to accept cookies is likely to create an obstacle to the proper use of the Application and to the provision of the Services.

18. Business references

The User expressly authorizes Authôt to quote and to use, where appropriate, the reproduction of his trademark or his logo as a business reference, particularly during events, in its commercial documents and on its website in any form.

19. Links and third party sites.

Authôt shall in no events be held liable for the technical availability of websites or mobile applications operated by a third party the User could access through the Application.

Authôt does not take any responsibility for contents, advertisements, products and/or services available on such websites and mobile applications operated by a third party, and it is recalled that they are governed by their own conditions of use.

Neither is Authôt responsible for transactions agreed between a User and any advertiser, professional or retailer the User would be referred to via the Application and cannot by any means be a party to any potential dispute, whether it be with these third parties regarding the delivery of products and/or services, the guaranties, the declarations or any other obligations the latter could be under.

20. Modification of the General Terms and Conditions of Use

Authôt reserves the right to change these General Terms and Conditions at any moment.

The User will be advised of this modification as well as the date of entry into force of the revised General Terms and Conditions by any appropriate means.

The new General Terms and Conditions will apply to the User as of the renewal date of his Subscription after their entry into force.

The User who does not agree to the modified General Terms and Conditions must oppose the renewal of his Subscription, by withdrawing it by registered letter with an acknowledgement of receipt addressed to Authôt in accordance with the procedures provided in article 3.2; failing which he shall be deemed to have accepted them.

21. Language

In the event of a translation of the present General Terms and Conditions in one or more languages, the French language will be the language of interpretation in case of contradiction or dispute about the meaning of a term or a provision.

22. Applicable law and Jurisdiction

These General Terms and Conditions of use are governed by French law.

In the event of a dispute regarding the validity, the interpretation, and/or the performance of these general terms and conditions of use, the Parties agree that the Paris Courts shall have sole jurisdiction, unless otherwise provided.

23. Entry into force

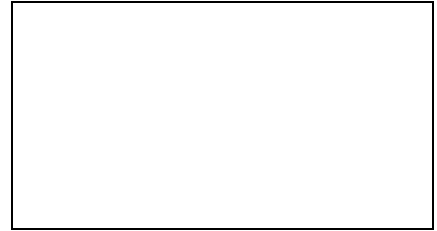
These General Terms and Conditions entered into force on **October 1, 2012**.

In case of signature of these Terms and Conditions of Use in accordance with Article 5.2.2:

Date _____

Company stamp

Signature:



Name _____

Position: _____