

# General User Terms

## About us

The Company ViVoka, SAS, 814 707 717 R.C.S. Metz , capital 103 400 euros, Head office located 11 rempart saint thiébault, 57000 METZ represented by Mr william SIMONIN (hereinafter « The Company »). The company is focused on all activities in relation to the integration, distribution or conception of voice assistant and other products in relation to the speech recognition.

## Introduction

These General User Terms (« General User Terms » or « User Terms ») apply to all orders placed by the Customer with ViVoka SAS.

User Terms are automatically communicated to the Customer if requested.

Please make sure you have read and understood the User terms before order.

We reserve the right to amend these User terms from time to time without prior notice you. The version of the User terms that will apply to your order will be those at the time to you place your order.

Personal data saved in The Company IT system can be used as proof of transactions done between you and The Company.

## Glossary

« Customer » the person who buys services proposed by The Company.

« Order » validation of the services for which customer will pay.

« General User terms or User Terms » refers to any agreement put in place between an Customer and a provider of a Site.

« Consumer » is a physical person who buys or consumes or uses up something for non-professional reason or professional reason with no relation with his activity.

« Professional » physical person or legal entity acting for his professional activity

« Services » collectively includes, without limitation, all of our proprietary and services which are accessible via our Site.

« Site » means our website <https://voice-market.io> and all its affiliates, if any.

« The Company » represents ViVoka SAS as detailed in the 1st section of these User Terms.

« User » whether or not registered, the user is the person who accesses and uses our services.

## **Registration**

Site and services are intended solely for users legal entity or physical majors enjoying their full legal capacity.

Use of the services offered on the Site is subject to the free registration of the user.

To be registred, user needs to fill in some mandatory fields in our electronic form-without that, registration could not be validated.

As Users, you agree to: (1) provide information about yourself or your company and to ensure that such information is always up-to-date, accurate and complete; (2) maintain the confidentiality of your User Account and your login information; (3) restrict access to your User Account by any other person. You agree to be held responsible for all activities related to your User Account. If we have some reasons to suspect that you have provided incorrect or incomplete information, or to impersonate someone else, we reserve the right to suspend or delete your User Account. All Personal Data will be stored and used in accordance with our Privacy Policy.

Each User can only hold one account.

In case of deletion of the account, the User will loss all the benefits and services acquired on the Site. However, any Order made and billed by the Site prior to the deletion of the account will be executed under normal conditions. It's formally forbidden for the offending User to re-register on the Site directly, through another e-mail address or by proxy without the express permission of the Company.

## **Prices and Services**

Services offered are the one described in the Site and/or proposed by The Company or its affiliates. In case of non-eligibility The Company is not responsible of the non-conclusion of the purchase. The prices displayed at <https://voice-market.io> do not include the statutory Value Added Tax and additional fees. Total of the order will be mentioned just before finalisation of the order.

We reserve the right to modify our prices. The prices will apply to your order will be those at the time you place your order. In case of specific order, a cost estimate will be sent to the Customer in order to have appropriate prices. No discount bill be accorded due to modification of prices with hindsight.

## **Orders**

Orders can be realised only by the Customer. After his connection, services will be displayed and access will be available either downloading API key or via contact form. The validation of user terms and of order confirm proof of purchase and validation of prices mentioned in the Site at this time.

Once you have placed your order, you will receive an email confirmation summarising order and additionnal information in respect of the realisation of the purchase.

In case of default of Customer payments, incorrect Customer address or other problem on the Customer's account, the Company reserves the right to block the Customer's order until the problem is resolved. If the service cannot be performed, the Customer will be informed by email to the address he has provided to the Company. The cancellation of the order and its refund will be made in this case, the rest of the order remaining final.

The Company could grant some discounts to the Customer depending on the number of Services ordered or according to the regularity of the Orders or to the conditions set by the Company.

## **Payment**

Except agreement between the Company and the Customer, orders must be paid cash. Some arrangements can be established according to the nature or amount of the orders (i.e. 1st deposit and 2<sup>nd</sup> upon receipt of the order).

Only payment by card.

Any payment received after the closure of the invoice accrues a penalty. The Customer must pay the Company a payment penalty equal at to the rate applied by the European Central Bank for its refinancing operation plus 10 percentage points.

In addition to the late payment, any sum, including deposit, not paid on the due date will automatically result in the payment of a lump sum of 40 euros due for recovery costs.

In case of total or partial non-payment of the services on the billing date, the Customer must pay the Company a late payment penalty equal to three times the legal interest rate.

The penalty payable by the Customer is calculated on the amount inclusive of taxes of the remaining amount due, and runs from the date of expiry of the price without any prior notice is required.

No compensation can be accorded.

In case of non-compliance with the terms of payment described above, the Company reserves the right to cancel or suspend the order.

## **Realisation of Services**

Services will be provided by :

- The Company ; or
- one of the partners of The Company (according to the project)

The Company promises to implement all human and material resources to carry out the service within the time period announced when placing the Order. However, The company is not responsible for delays in the performance of services caused by fault attributable to it.

If the services have not been performed within the deadline, the Customer can proceed to the cancellation of his purchase under the conditions provided for in Articles L216-2 and L216-3 of the Consumer Code. The sums paid by the Customer will be refunded at the latest within fourteen days of the date of termination of the contract.

This provision does not apply when the delay of the Company is due to a fault of the Customer or to a case of force majeure (ie to the occurrence of an unforeseeable and independent event).

In the case of the execution of a physical service could not be carried out due to an error on the address indicated by the Customer, the travel expenses of the provider will be the responsibility of the Customer.

### **Claim**

The Customer has a period of claims of 15 days since the delivery of the Service.

For this, the Customer must send to the Company, at the address 11 Saint Thiébault rampart (57000) Metz, a courier of claims including proof and document supporting your decision. Otherwise request of claims will not be accepted.

After examination of the claim, the Site may replace or refund the services as soon as possible and at its expense.

### **Period of withdrawal**

The Consumer has a period of withdrawal of 15 days since the placing of the Order, except for the products mentioned in article L221-28 of the Consumer Code as reproduced below:

"The right of withdrawal can not be exercised for contracts:

1 ° Provision of services fully performed before the end of the withdrawal period and whose execution began after express prior consent of the consumer and expressly waived his right of withdrawal;

2 ° supply of goods or services the price of which depends on fluctuations in the financial market beyond the control of the trader and likely to occur during the withdrawal period;

3 ° supply of goods or services made to the consumer's specifications or clearly personalized;

4 ° Provision of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;

5 ° Provision of digital content not provided on a physical medium whose execution has begun after express prior consent of the consumer and expressly waived his right of withdrawal. "

To exercise this right of withdrawal, the Consumer sends a declaration of retraction to the address 11 Saint Thiébault rampart (57000) Metz.

It will be reimbursed for all fees paid for the Services within 14 days after his declaration of withdrawal. The refund will be made by the same means of payment as the one used for the purchase.

However, if the provision of services is already started at the date of acknowledgment of the retraction by the Company, the value corresponding to the service already provided will be deducted from the refund. It will be operated by the same means of payment as for the purchase.

### **Personal data**

Using site Customer accepts to share with The company his personal data. If the Customer refuses the processing of his data, he is asked to abstain to use the Site.

This processing of personal data is done in compliance with the General Regulation on Data Protection 2016/679 of 27 April 2016.

Moreover, in accordance with the Data Protection Act of January 6, 1978, the Customer has at all the time a right to question, access, rectify, modify and oppose all of its personal data by writing, by mail and by justifying his identity, to the following address: fanny.firinga@vivoka.com.

This personal data is necessary for the processing of the Order and the preparation of the invoices if necessary, as well as for improving the functionalities of the Site.

### **Sharing collected data**

The Site may use third party companies to perform certain operations. By browsing the Site, the Customer accepts that third-party companies may have access to his data.

These third-party companies have access to collected data only in the context of performing a specific task.

The Site remains responsible for the processing of the data.

In addition, the User may be required to receive information or commercial offers from the Company or its partners.

The User may at any time object to the receipt of these commercial offers, by writing to the address of the Company indicated above.

In addition, the information of the Customers may be transmitted to third parties without their express prior agreement in order to achieve the following purposes:

- respect the law
- protect anyone from serious bodily injury or death

- fight against fraud or damage to the Company or its users
- protect the Company's property rights.

## **Data protection**

The Company ensures an appropriate level of security proportionate to the risks incurred as well as their probability, in accordance with the General Data Protection Regulation 2016/679 of 27 April 2016.

However, these measures are not a guarantee and do not commit the Company to an obligation of result concerning the security of the data.

## **Cookies**

To benefit an optimal navigation on the Site and a better functioning of the various interfaces and applications, the Company may place a cookie on the User's computer. This cookie facilitates the store of information relating to the navigation on the Site, as well as any data entered by the Users (including searches, login, email, password).

The User expressly authorizes the Company to deposit on the hard disk of the user a so-called "cookie" file.

The User has the option to block, modify the retention period, or delete this cookie via the interface of his browser. If the systematic deactivation of cookies on the User's browser creates features of the Site, this malfunction can not constitute damage to the Customer.

## **Changes**

The Company reserves the right to modify the Site, the services offered therein, the Users terms as well as any delivery procedure or other component of the services provided by the Company through the Site.

When placing an Order, the User is subject to the stipulations set out in the Users terms in effect when placing the Order.

## **Liability**

The Company can not under any circumstances be held responsible for the unavailability, whether temporary or permanent, of the Website and, even if it implements all means to ensure the continuous service, it may be that it is interrupted at any time. In addition, the Company reserves the right, by a voluntary act, to make the Site unavailable in order to carry out any update, improvement or maintenance operation.

As previously mentioned herein, the Company can not be held responsible for delays in performing a service for reasons beyond its control.

## **Intellectual property**

The brand, the logo, and the graphic charter of this Site are trademarks registered with the INPI and works protected by intellectual property, the property of which is the exclusive property of the Company. Any dissemination, exploitation, representation, reproduction,

whether partial or complete without the express authorization of said company, will expose to civil and criminal pursuits.

### **Jurisdiction clause**

These User terms depend on French law. Any disagreement that may arise between the Company and a User during the execution of the present will be the subject of an attempt to resolve amicably. Otherwise, the disagreements will be brought to the attention of the competent courts of common law.

The Customer is informed that he can resort to a conventional mediation, with the Consumer Mediation Commission provided for in Article L534-7 of the Consumer Code or with existing sectoral mediation bodies. It may also use any alternative solution.

### **Pre-contractual information**

Prior to his Order, the Customer acknowledges having had communication and well-understood User terms and information and information provided for in Articles L111-1 to L111-7 of the Consumer Code, and in particular:

- kind of Services;
- the price of the Services;
- the date or time of the delivery of the Service;
- information relating to the identity of the Company (postal, telephone and electronic contact details);
- information on legal and contractual warranties and how they are implemented;
- the possibility of using conventional mediation in the event of litigation;
- information relating to the right of withdrawal (deadline, methods of exercise).
- The placing of an Order on the Site entails adhesion and acceptance of the User terms.
- the Customer will not be able to rely on a contradictory document.

### **Mediator contact information**

Madame le Médiateur département 1 rue du Pont Moreau, CS 11096, 57036 METZ Cedex 1