

GENERAL TERMS AND CONDITIONS

“INDIVIDUAL OFFER”

These General Terms and Conditions are those of **GLOWBL**, a simplified joint-stock company (*société par actions simplifiée*) with share capital of €84,930, registered on the Trade and Companies Register of Lyon under number 535 328 694, whose registered office is located at 81 Rue d'Inkerman, 69006 Lyon, France.

These General Terms and Conditions apply only to the Individual Offer proposed by GLOWBL.

Other commercial offers from Glowbl are subject to their own contractual terms and conditions, which differ from these terms and conditions. For more information, see our website: <https://www.glowbl.com>

The Customer may contact GLOWBL:

- online, by accessing the dedicated form available at the following address: <https://www.glowbl.com/en/contact-us/>.
- by post at the following address: GLOWBL, 81 rue d'Inkerman, 69006 Lyon, FRANCE.

1. Definitions

Each term beginning with a capital letter has the meaning indicated in its definition, whether in the singular or plural:

Subscription: means the Customer's subscription to the Individual Offer enabling it to benefit from one (1) Customer Account and access to the Fee-based Services.

Issues: refers to any behaviour by the Solution that does not comply with its Documentation or specifications, or that is the result of a defect that either renders the Solution unusable or causes an incorrect result when the Solution is used in accordance with the Documentation and its intended purpose.

Customer Account: refers to the customised account of any Customer, an online space accessible on the Website after the Customer has identified itself and administered by the latter, making it possible to administer services, create LiveStages, manage invoicing or identification information and use all Fee-based Services.

General Terms and Conditions: means these terms and conditions of access to the Fee-based Services of the Solution, as well as its appendices.

General Terms and Conditions of Use: refers to the terms of use applicable to the Solution that all persons using them undertake to respect when connecting to or registering on the Website and which are accessible at the following address:

https://849360006339-eu-west-3-glowbl-legal.s3.eu-west-3.amazonaws.com/Glowbl_CGU_EN.pdf

Contract: refers to all the documents with contractual value defined in Article 3 of these Terms and Conditions.

Service Level Agreement: means the document in Appendix A defining the level of quality of the Fee-based Services to which GLOWBL commits.

Customer: means the natural or legal person who enters into the Contract with GLOWBL.

Specific Developments: refers to any software development related to the Solution that has been the subject of a quote by GLOWBL and a specific order from the Customer.

Documentation: means the manual(s) made available to the Customer, electronically, containing the essential procedures and/or instructions to facilitate the use of the Solution and that determine the Environment with which it is intended to operate.

Data: means any information provided by the Customer or its Participants for the purpose of using the Fee-Based Services of the Solution; all Customer Account identification data, all data related to the Customer and collected by the Solution as part of the Fee-based Services or entered by the Customer in the Solution.

Environment: means the hardware, operating systems, databases and third-party software with which the Solution is intended to operate, as defined in the Documentation.

Login details: refer to the personal identification codes, consisting of a personal identifier and a password, enabling the Customer to identify itself and connect to the Solution.

LiveStage: refers to the virtual spaces created by the Customer enabling the provision of the Fee-based Services and their management.

Hardware: refers to any computer or communication terminal, operating systems, browsers, plug-ins owned by the Customer enabling access to the Solution and use of its services via the Internet.

Offer: refers to the technical, commercial and financial conditions of each offer for GLOWBL Fee-based Services, communicated to the Customer when taking out a Subscription via the website of the Solution or by any other means.

Participant: means any natural person who is invited to log in to a LiveStage or who voluntarily joins a LiveStage.

Privacy Policy: means the GLOWBL privacy policy that applies to the processing operations implemented through the Solution and that are available at the following address:

https://849360006339-eu-west-3-glowbl-legal.s3.eu-west-3.amazonaws.com/Glowbl_Privacy_Policy_EN.pdf

Fee-based Services: means the fee-based services relating to the creation of LiveStages, communication, discussions and training, proposed by GLOWBL via the Solution and grouped together as Offers. These Fee-based Services are in addition to the Solution's free services. They do not include Hardware or Internet connection.

Website: refers to the website www.glowbl.com.

Solution: refers to the communication, discussion and training software solution for which the Customer wishes to subscribe to Fee-based Services. This Solution is available at the address www.glowbl.com, developed by GLOWBL, whose technical characteristics and prerequisites are outlined at the following URL: www.glowbl.com.

Ticket: means the incident ticket opened by GLOWBL following notification of an issue by the Customer.

2. Disclaimer

The Customer is responsible for ensuring:

- that it complies with the hardware and software prerequisites communicated by Glowbl in its Offers to be able to use the Solution;
- that it has the necessary skills to use the Solution.

Consequently, GLOWBL may under no circumstances be held liable for a hardware failure and/or the loss of all or part of the Data and for damage resulting from a lack of skills or training on the part of the Customer when using the Solution, if the Customer is unavailable for the maintenance service or if the Customer fails to centralise its service requests.

3. Contractual documents

The Contract consists of the following contractual documents:

- these General Terms and Conditions;
- the Service Level Agreement (Appendix A);
- the data processing agreement (Appendix B).

In the event of a contradiction between one or more provisions in any of the aforementioned documents, the higher-ranking document will prevail. In the event of a contradiction between several versions of the same document, the most recent version will prevail.

Notwithstanding the conclusion of the Contract, the Customer accepts and acknowledges that it also remains bound by the General Terms and Conditions of Use and the Privacy Policy applicable to the Glowbl Solution and that all its Users must read and accept them prior to accessing and using the Solution. These documents may be accessed at all times on the Website and the online version shall apply.

4. Purpose

The purpose of these General Terms and Conditions is to define the terms and conditions of access to the Fee-based Services of the Glowbl Solution by the Customer in accordance with the Subscription taken out.

5. FINANCIAL TERMS

5.1. Prices

The price of the Subscription corresponds to the price of the Individual Offer and may vary depending on the additional Fee-based Services taken out by the Customer.

5.2. Payment terms

To pay the cost of the Subscription, when Customer will be asked to provide a means of payment when taking out the Subscription.

The possible means of payment are:

- bank transfer (on request, by contacting Glowbl);
- online payment via our payment service provider, Stripe.

The Customer can access and modify the means of payment and information on its invoicing account in the administration section of the Customer Account.

The Customer also represents (i) that it is authorised to use the means of payment provided and that the payment information transmitted is truthful and accurate; (ii) that it authorises GLOWBL to invoice it for the fees corresponding to the Fee-based Services ordered in addition to the Subscriptions; and (iii) that it authorises GLOWBL to make payment adjustments after the payment date in the event of any issue affecting the debiting of the amount to be paid for the Subscriptions and Fee-based Services.

Payment shall be made, in advance, as soon as a Subscription is taken out, or as soon as it is invoiced, then by direct debit each time the Subscription is renewed, until it is terminated, whether by the Customer or GLOWBL.

A corresponding invoice will be drawn up and communicated each time the Subscription in question is renewed.

Unless otherwise specified in the Offer, invoices are drawn up in euros, without discount and payable upon receipt of the invoice.

5.3. Payment default

Failure by the Customer to pay when renewing a subscription will automatically result in the suspension of access to and/or reduced service affecting the Fee-based Services fourteen (14) days after GLOWBL has notified the Customer by email, and this has gone unanswered.

5.4. Price revision

Unless otherwise stipulated in an Offer, the price of a Subscription may be revised at any time. The Customer will be informed prior to the new rate taking effect, which will only take place when the Subscription in question is renewed.

6. Description of the Services

6.1. The Solution

GLOWBL grants the Customer, within the limits of its Subscription, the right to access the Solution via the Internet with a view to using the Fee-based Services listed in the Offer, under the conditions outlined in Article 7, remotely from the servers hosted by GLOWBL or GLOWBL's subcontractors, solely for the needs of its in-house activities.

GLOWBL provides the Customer with the Solution via the Internet in accordance with standard quality and security standards.

In the event that the Data transmitted are particularly sensitive, the Customer shall inform GLOWBL so that the latter can implement the appropriate technical means to ensure the security of said Data via a specific service that will be subject to a separate quote.

GLOWBL ensures the hosting of the Data, and the security of the Solution.

Any interventions due to non-compliant or unauthorised use of the Solution by the Customer or following a malfunction of any of the elements of its configuration will be invoiced as additional services.

GLOWBL may not be held liable for the absence of certain Fee-based Services of the Solution not included in the Offer.

6.2. Development of the Solution

As part of the development of its Solution, GLOWBL is free to develop the features of the Solution without notifying the Customer in advance, provided this does not generate any degradation of the service or loss of Data or features (non-regression). GLOWBL is also free to decide whether the updated features may enhance, without additional charge, the Fee-based Services taken out by the Customer or constitute a different commercial offer.

Any other substantial modification to the Solution or the technical prerequisites will be subject to the signing of an amendment to this Contract.

In the event that a modification to the Solution obliges the User to update its browser, the User will be notified in advance or when first connecting to the new version of the Solution. If the User refuses this update, GLOWBL may not be held liable for any resulting Issues.

The manner in which Specific Developments will be carried out will be specified in the specific contractual terms and conditions included in the Offer.

6.3. Hosting

Unless specified otherwise in the specific contractual terms and conditions of the Offer, the physical hosting of the Solution is provided by GLOWBL or a third-party company under conditions that enable compliance with the availability obligations for the Fee-based Services as defined in the Service Level Agreement set out in Appendix A.

GLOWBL retains the right to use any other service provider of its choice at any time without notifying the Customer in advance, and without this being considered as a modification of the terms and conditions of fulfilment of the Contract, provided this does not generate any degradation of the service or loss of Data or features.

6.4. Access to Fee-based Services

The Customer is personally responsible, at its sole expense, for acquiring, implementing, maintaining and connecting the various configuration elements and telecommunication devices required to access the Solution.

Access to the Fee-based Services via the Solution is via the Internet using a URL address.

In accordance with the Service Level Agreement, the Customer may connect to the Fee-based Services via the Solution at any time, i.e.:

- 24 hours a day,
- 7 days a week, including Sundays and public holidays

Access is via:

- the Customer's Hardware;
- by means of the Customer's Login details.

6.5. Secure access

The login details chosen by the Customer include a username and a password, which are required to access the Solution.

The identifiers are unique, personal and strictly confidential. The Customer is advised to choose a complex password in order to improve security.

The Customer is fully and solely responsible for the Login details required to use the Solution. GLOWBL declines all liability for any illicit or fraudulent use of the passwords made available to the Customer.

The Customer, and not GLOWBL, will be liable for any consequences of the disclosure of the Login details to access the Solution, whether intentional or otherwise.

The Customer alone shall bear the consequences if the Solution malfunctions as a result of any misuse by members of its staff or by any person to whom the Customer has disclosed its password(s). Likewise, the Customer shall be solely liable for the consequences in the event the aforementioned password(s) are lost.

7. Quality of the Services

GLOWBL guarantees the provision of the Fee-based Services in accordance with the description of the Subscription and the Service Level Agreement set out in Appendix A.

The Fee-based Services may occasionally be suspended due to scheduled maintenance interventions required for the Solution to operate properly.

In the event of any interruptions to the Fee-based Services for scheduled maintenance of more than 5 minutes, GLOWBL undertakes to comply with the notice period set out in the Service Level Agreement, so the Customer can be fully informed of the interruption, and make arrangements well enough in advance to prevent any disruption to its activities. GLOWBL may not be held liable for any impact this unavailability has on the Customer's activities.

Furthermore, use of the Solution may be interrupted for reasons related to the hosting, independent of GLOWBL.

In any case, the resulting service disruptions may not be considered as periods during which GLOWBL does not fulfil its obligations.

GLOWBL draws the Customer's attention to the fact that the Solution is only accessible via Hardware connected to the Internet.

As a result, in the case of an event or disaster that interrupts the Customer's power supply and/or access to telecommunications networks, the Customer will not be able to access the Solution from its IT equipment.

In any event, GLOWBL declines all liability in the event it becomes impossible to access the Fee-based Services for the reasons set out above, provided it complies with its obligations under this Contract.

8. Obligations of the Customer

The Customer undertakes to pay the price of the Subscription to the Fee-based Services, in accordance with the financial terms defined in Article 5.

The Customer must use the Solution in strict accordance with its technical specifications, as described in the Documentation and within the limits of the access rights to the Fee-based Services granted hereunder.

The Customer is also responsible for:

- ensuring that the Fee-based Services meet its needs, in particular with regard to its Documentation and technical specifications;
- having the appropriate configuration, in particular as regards hardware, software, networks, devices, connections and cabling, in accordance with the Documentation;
- ensuring under its own liability the accuracy and completeness of the Data transmitted;
- ensuring that the activities carried out using the Fee-based Services comply with the laws and regulations in force;
- ensuring that User information documents, which are mandatory under law, are provided.

9. Ownership of the Solution

GLOWBL is and remains the owner of the intellectual property rights to the Solution, the Fee-based Services and any Specific Developments carried out on behalf of the Customer, and this Contract does not transfer any intellectual property rights to the Customer.

Pursuant to this Contract, the Customer has a personal, non-exclusive and non-transferable right of access, limited to in-house requirements directly related to its business and limited to the term of the Contract, which covers the entire world.

In particular, access to the Fee-based Services is only granted for the sole and exclusive purpose of enabling the Customer to use the Fee-based Services subscribed to in the Offer, excluding any other purpose.

In particular, the Customer is strictly prohibited from:

- reproducing or displaying the Solution or its Documentation in any form whatsoever, or altering or masking the trademarks, distinctive signs and copyright notices affixed to the Solution in any way whatsoever;
- intervening directly or via a third party on the Solution in any way and for any reason whatsoever, including to correct errors; upgrade and corrective maintenance are the responsibility of GLOWBL;
- modifying or seeking to circumvent any protection device of the Solution or the limits corresponding to each Offer, in particular concerning the number of Participants per LiveStage

10. Data Ownership

The Customer remains liable for and owns all the Data it stores in the Solution.

GLOWBL does not carry out any form of processing on the Data other than those specifically required to operate the Fee-based Services.

Furthermore, GLOWBL may have to suspend access to the Fee-based Services under the circumstances referred to above, without this constituting a breach of its obligations under the Contract.

The Customer undertakes to compensate and hold GLOWBL and its subcontractors harmless, at its own expense, against any claims, losses, damage (including reasonable legal fees and costs), allegations or liabilities resulting from:

- any damage to persons or assets of third parties as a result of said Data;
- any violation of French or international laws due to said Data;
- the illegal, immoral, infringing or defamatory nature, or allegedly illegal, immoral, infringing or defamatory nature of said Data.

GLOWBL may, in any event, not be held liable for any loss or damage whatsoever resulting from the content of the Customer's Data.

11. LiveStages

11.1. Intellectual Property

The Customer represents and warrants that it holds the intellectual property rights relating to the content broadcast (videos, sounds, images, texts, etc.) during a LiveStage and, if this is not the case, that it has acquired all the necessary rights, authorisations and licences from their holder to broadcast them.

The Customer also guarantees Glowbl that the contents of its LiveStages do not constitute acts of infringement, unfair competition or parasitic behaviour, or infringements of the image rights of persons or goods.

11.2. Responsibility

A LiveStage is created under the editorial responsibility of the Customer.

Therefore, the Customer must ensure that the content broadcast during its LiveStages:

- is not illegal or indecent and, in particular,
- does not condone hatred, violence or terrorism,
- does not incite discrimination on the grounds of sex, race or sexual orientation,
- is not offensive, hurtful, defamatory or insulting to third parties.

In its capacity as a host pursuant to Law n°2004-575 of 21 June 2004 relating to confidence in the digital economy, Glowbl assumes no responsibility for or control over the Customer's LiveStages.

11.3. Activity reports

Depending on the Subscription taken out, the Customer will be able to access reporting features for its LiveStages (for example: entry date, exit date and duration of the Participant's LiveStage, identity and contact details of the Participant, etc.).

The Customer is responsible for choosing whether or not to use these features.

When deciding to use them, the Customer acknowledges and accepts that it is acting as a data controller pursuant to personal data regulations. Consequently, the Customer must, in particular, inform the Participants of the existence of this data processing. This information may be provided through the features made available to the Customer by GLOWBL or by any other means available to the Customer.

GLOWBL reserves the right to display a notification for Participants when certain data collection features are activated by the Customer.

11.4. Recording

Depending on the Subscription taken out, the Customer will be able to access the recording feature for its LiveStages. Recording enables the capture of video and sound of the LiveStage contributors, the content broadcast on the screen as well as the LiveStage discussion chat.

The Customer is responsible for choosing whether or not to use this recording feature.

When deciding to use it, the Customer acknowledges and accepts that it must first:

- inform everyone likely to take part in the LiveStage (on-screen contributors and chat participants);
- ensure that it holds the necessary rights to the LiveStage content to record and replay it at a later date.

This information may be provided through the features made available to the Customer by GLOWBL or by any other means available to the Customer.

GLOWBL reserves the right to display a notification for Participants when LiveStage recording is activated by the Customer.

12. Maintenance - Support

GLOWBL is subject to a best-efforts obligation with regard to the maintenance of the Solution. Under these conditions, it undertakes to employ all reasonable resources in its possession to provide the Fee-based Services in accordance with the commitments made in the Service Level Agreement set out in Appendix A, and in such a way as to ensure continuity of access to the Fee-based Services as well as their compliance with the corresponding Offer.

As part of the corrective maintenance services, GLOWBL undertakes to intervene and provide a solution enabling the Customer to continue to use the Solution under the terms and conditions defined in the Service Level Agreement.

On the basis of the information provided by the Customer, GLOWBL will carry out a diagnosis of the difficulties observed and ascertain the level of the Issue in accordance with the terms and conditions defined in the Service Level Agreement.

With regard to the information provided by the Customer, GLOWBL shall endeavour to resolve incidents via the online support service that accessible at the following address: <https://www.glowbl.com/en/how-can-we-help-you/>.

GLOWBL will provide the Customer with the relevant information and the procedures to be followed to remedy the Issue under the terms and conditions defined in the Service Level Agreement.

13. Processing of personal data

Each party undertakes to comply with all legal and regulatory provisions relating to personal data protection and to ensure that the processing of personal data is carried out under the conditions laid down in the current version of Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms (the French Data Protection Act) and the General Data Protection Regulation No. 2016/679 of 27 April 2016.

GLOWBL remains liable for the processing operations implemented for the provision of and access to the Solution. These processing operations, their purposes and the data collected are indicated in the Privacy Policy, which are accessible at all times on the glowbl.com website and the online version of which shall apply.

When using the Fee-based Services, the Customer may process personal data relating to the Participants. The Customer undertakes to provide the data subjects whose personal data are processed with the information required by the law in force, in particular by informing them of this information during its LiveStages when the processing concerns the Participants or by any other means at its disposal. In this context, the Customer shall be considered as the data controller and GLOWBL shall be considered as a data processor. In accordance with the regulations in force, GLOWBL's obligations as a data processor are set out in writing in Appendix B.

14. Term - Termination

14.1. Term

Each Subscription is concluded for a minimum term as stipulated in the Offer. At the end of this term, the Subscription will be renewed automatically, unless the Customer terminates it before the renewal date.

The duration of each Subscription is separate; the termination of one does not affect the others.

14.2. Termination by the Customer

The Customer may cancel its Subscription by logging on to the Solution using its Login details and then accessing the "Subscription Management" section.

In the event the Customer terminates the Subscription, no refund will be granted on a pro rata basis for the Subscription, as the Subscription will end on its normal expiry date. Consequently, the Customer will continue to have access to the Fee-based Services until this contractual expiry date.

14.3. Termination by Glowbl

Should the Customer fail to fulfil one of its contractual obligations and in particular in the event of non-payment for the Subscription, the Contract may be terminated by GLOWBL as of right, ten (10) days after notifying the Customer by email, which remains unanswered. The email will indicate the breaches observed.

15. Effect of expiry or termination - Reversibility

In the event the contractual relationship is terminated, for any reason whatsoever, the Customer shall immediately cease using the Solution and shall be prohibited from accessing the Solution through the deletion of its Login details.

Upon the expiry of the Contract, regardless of the reason, the Customer must:

- make any payment for outstanding sums on the effective date of termination, for sums that have not been contested,
- immediately stop using the Fee-based Services;

- return to GLOWBL all media and/or Documentation or other elements provided by GLOWBL under the Contract;

In return for complying with the aforementioned obligations, GLOWBL undertakes to provide the Customer with its Data as they exist on the date the Contract comes to an end, in a format that is commonly used on the market (for example: HTML, XML).

If the Customer has the option of recording its LiveStages in its Subscription, the Customer's recorded LiveStages may be retrieved by download no later than thirty (30) days from the date the Contract comes to an end. If the Customer does not download these LiveStage recordings within the given time limit, GLOWBL may, at its discretion, remove them from the Website without this constituting a breach of its contractual obligations toward the Customer.

16. Hold harmless clause

GLOWBL warrants that it is the author and owner of the copyright to the Solution, and that it holds the necessary rights to enter into this Contract.

GLOWBL represents and warrants that the Solution is not likely to infringe the rights of third parties.

17. Liability - Force majeure

17.1. General Limit of Liability

By mutual agreement, the Parties agree that GLOWBL is subject to a best-efforts obligation.

GLOWBL may only be held liable for direct damage that may result from the Customer's use of the Solution, and provided that the Customer establishes a direct causal link between the alleged damage and proof of a breach of GLOWBL's contractual obligations.

Furthermore, GLOWBL may not be held liable in the event of misconduct, negligence, omission or failure on the part of the Customer, in particular failure to comply with the Documentation, advice and instructions given or the transmission of erroneous information, when this misconduct, negligence, omission or default is the sole or predominant cause of the loss incurred by the Customer.

GLOWBL may under no circumstances be held liable for indirect damage, in particular damage related to interruptions to the Fee-based Services constituting an increase in overheads, loss of profit, financial losses, damage to image, operating losses, loss of Data, a disruption to the Customer's business activity, or caused by actions directed by third parties against the Customer.

In the event that GLOWBL is held liable for any reason whatsoever, the total amount of compensation that GLOWBL may be required to pay to the Customer under the Contract, all sums and damages combined, may not exceed the amount paid by the Customer over the past year, exclusive of VAT, regardless of the nature and legal basis of the claim and the procedure used to bring it to a successful conclusion.

GLOWBL represents that it has taken out professional indemnity insurance with a well-known insurance company for all material damage resulting from the provision of the service by its staff or collaborators.

No claim and/or action by the Customer, for any reason whatsoever, may be brought and/or taken against GLOWBL after a period of twelve (12) months following the occurrence of the event on which it is based.

In any event, the Customer is, in particular, solely liable for the use of the Solution and the results obtained from it, as well as for any non-compliant use of such elements under the terms of the Contract.

17.2. Specific cases of limited liability

The main security measures implemented by GLOWBL are listed in Appendix B.

GLOWBL may not be held liable in any way for the consequences of a security defect (hardware or software) of the connection device (computer or mobile phone) used by the Customer.

In more general terms, GLOWBL may not be held liable for elements beyond its control and for any damage that may be incurred by the Customer's technical Environment and, in particular, its computers, software, network equipment (modems, telephones, etc.) and any hardware used to access or use the Fee-based Services of the Solution.

GLOWBL, although bound by an IT security obligation, cannot guarantee the absence of modifications, intrusions, alterations or unavailability of the Solution operated by a third party (person, virus, etc.).

17.3. Force majeure

GLOWBL and the Customer shall be exempt from any costs or liability if the fulfilment of this Contract is delayed or rendered impossible due to a force majeure event, as defined in the case law of French courts.

18. General Provisions

18.1. Entire Contract

The clauses of these General Terms and Conditions and of the Contract contain all the Parties' obligations.

No other general or specific term or condition set out in the documents sent or submitted by the Parties may be incorporated into these General Terms and Conditions or the Contract, except by means of an amendment duly drawn up and signed by both Parties.

18.2. Assignment and transfer of the Contract

The Customer expressly warrants that GLOWBL may, at any time and without the Customer's prior authorisation, transfer all or part of the rights and obligations under this Contract to a third-party company linked to GLOWBL via a contract or a shareholding.

18.3. Changes to the Contract

No subsequent document or changes to the Contract will be binding on the Parties unless drafted in an amendment duly dated and signed by the Parties.

18.4. Invalidation

If any of the provisions of these General Terms and Conditions is declared null and void with regard to a rule of law in force or a court decision that has become final, it will then be deemed to be unwritten, without invalidating the Contract or altering the validity of its other provisions.

18.5. Waiver

If one of the Parties fails to avail itself of any of the clauses contained in these General Terms and Conditions, or acquiesces to its non-fulfilment, whether temporary or permanent, this may not be interpreted as a waiver by this Party to avail itself of its rights under this clause.

18.6. Address for service

The Parties give the addresses indicated on the first page of the General Terms and Conditions as their addresses for service.

18.7. Applicable law and disputes

These General Terms and Conditions are governed by French law even if one of the Parties is of foreign nationality and/or the Contract is fulfilled in whole or in part abroad.

All disputes or litigation arising from the validity, interpretation and/or fulfilment of the Contract which the Parties cannot resolve amicably will be brought before the exclusive jurisdiction of the materially competent Court of Lyon, even in the event of multiple defendants, summary proceedings or the introduction of third parties.

18.8. Appended documents

The appendices which form an integral part of these General Conditions are as follows:

- Appendix A: Service Level Agreement
- Appendix B: GDPR data processing agreement.

Appendix A - Service Level Agreement

The purpose of this Service Level Agreement is to specify the levels of service and performance of the Fee-based Services and IT support.

All times are understood to be French time.

Working days are understood to be days not counted as rest days (Saturday and Sunday) or public holidays in France.

i. Exclusions

This Service Level Agreement does not apply to operational or availability issues:

- a) which are due to factors beyond the control of GLOWBL;
- b) which are due to the Environment of the Customer or a third party;
- c) which are due to action or inaction by the Customer or third parties;
- d) which are due to the Customer's use of the service in question after GLOWBL has recommended to the Customer to modify its use of this service, if the Customer has not modified its use as recommended;
- e) which occur during planned downtime;
- f) which are due to a failure by the Platform's third-party host.

ii. Commitment of resources

Resources concerned	GLOWBL service offer
Technical support service	<p>The support service is available from 8:30 to 17:30, Monday to Friday, excluding public holidays.</p> <p>Outside these hours, the support service is not provided by GLOWBL.</p> <p>Messages received outside these hours will be taken into account the next working day.</p>
Monthly availability of Fee-based Services <i>This availability percentage does not take into account interruptions due to force majeure, breakdowns for which EDF (electricity provider) is responsible and interruptions to communication systems</i>	98.9% per month (i.e. a maximum of 96 hours of downtime per year)
Data Backup	Daily and weekly over 10 weeks.

Scheduled service interruptions	Max. 4 hours, scheduled at least 1 week in advance.
Overall number of scheduled interruptions to the service	Maximum twice a month

The support service qualifies the request as either Support or Maintenance according to the following classification.

- **"Support": means any request for information or clarification to use the features of the Services.**
- **"Corrective Maintenance": refers to all operations to resolve Issues.**

iii. Receipt and registration of requests

The requests made by the Customer are received by GLOWBL support by email at the address or on the third-party support platform set up by GLOWBL.

An initial response is provided by the support team via the online support service accessible at the following address: <https://explore.glowbl.com/support-glowbl>.

This initial response is given within a time limit specified in the table above, under the term "Technical support service and email hotline" with the aim of:

- acknowledging receipt of the request;
- classifying the request as either "Support" or "Corrective Maintenance" under the conditions outlined above;
- providing a response, if possible;
- notifying that further investigation is required and requesting any additional information. In the latter case, the time limit for providing a correction or workaround will be based solely on the response given by the Customer to the request for additional information.

iv. Processing of requests

a. Support and Corrective Maintenance lead times

The final response to the Customer's request is sent to the Customer within the lead times announced in the table below under the term "Response".

Said lead times begin from the response from the support team or from the return of the information requested by the latter from the Customer.

If the Customer fails to reply to the response given within 7 working days, the ticket for the request is closed.

	Lead times	
Classification of the action	SUPPORT	CORRECTIVE MAINTENANCE/ISSUE
Response	2 working days	4 working days

b. Provision of Support

- online, by accessing the dedicated form available at the following address: <https://explore.glowbl.com/en/how-can-we-help-you>
- Remote support or setting up of shared screens

c. Provision of Corrective Maintenance

All Maintenance shall be freely carried out by GLOWBL without any time constraints or obligation on its part, depending on several methods it may choose:

- email response with a suggested workaround, it being specified that a workaround consists of providing another way of using the Services that achieves the intended purpose.
- patch deployed as soon as possible.
- development of a patch integrated in one of the Service updates.

Appendix B. GDPR Data Processing Agreement

1. Purpose

The purpose of these clauses is to determine the specific obligations that apply to the Customer as identified in the Contract, in its capacity as data controller, and GLOWBL, in its capacity as data processor with regard to personal data protection. As part of their contractual relations, the parties undertake to comply with the regulations in force that apply to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter, "**the European Data Protection Regulation**").

2. Description of the processing operations carried out

The data processor is authorised to process, on behalf of the Customer, the personal data that the Customer is required to process when using the Fee-based Services.

Nature of the operations	The data processing operations that the Customer is likely to carry out through the Fee-based Services are all operations relating to the personal data of the Customer and the Participants that the Customer invites to join a LiveStage as well as all personal data that the Customer may process as part of the LiveStages that it administers. The operations carried out by GLOWBL may, in particular, consist of the collection, organisation, structuring, retention and recording of personal data by means of automated processes, enabling authorised users to consult, use, modify, update and erase the data for the purposes of the services offered.
Purposes	The purposes of the processing operations carried out by the Customer may include the following: <ul style="list-style-type: none">- Managing the consultation, modification and erasure of information and data depending on the rights and privileges of the users.- LiveStage activity reports (number of participants, interactions between participants, etc.).- List of Participants in a LiveStage/LiveStage follow-up certificate- Recording LiveStages
Data concerned	Professional contact details (email address) Professional information (position held) LiveStage activity reports (identity, Participants' email, LiveStage entry/exit time, duration of participation in the LiveStage, interactions with the speaker and participants). Recording of LiveStages (videos, sounds) Content of LiveStage public discussions authors (pseudonym, avatar) Any document containing personal data
Categories of data subjects	Participants

Any other processing operation and any other purpose of the processing that the Customer may be required to implement must be communicated spontaneously and in writing to GLOWBL no later than the date on which they will be implemented. The data controller may also provide the processor with any additional information it deems necessary

The Customer undertakes vis-à-vis GLOWBL not to distort the purpose of the services offered by GLOWBL via its Solution.

The Customer must inform GLOWBL when the data they process are sensitive data pursuant to Article 9 of the GDPR or data relating to criminal convictions and offences pursuant to Article 10 of the GDPR. The Customer acknowledges that it is fully informed that GLOWBL is neither accredited nor certified as a health data host pursuant to the regulations of the French Public Health Code. Consequently, the Customer warrants that the personal data that GLOWBL will process do not concern health data, understood as any data relating to the past, present or future physical or mental health of a natural person (including the provision of healthcare services) that reveal information regarding the state of health of that person.

3. Term of the agreement

These clauses on the processing of personal data come into force at the same time as the Contract to which they are appended and for the same term stipulated between the parties. They may be amended by mutual agreement between the parties.

4. Obligations of the processor vis-à-vis the controller

4.1. General obligations

The processor undertakes to:

- 1. process the data only for the purpose(s) which is/are the subject of the processing as described in this Appendix;**
- 2. process the data in accordance with any documented instructions that the Customer may provide at a later date.**

If GLOWBL considers that an instruction constitutes a breach of the European Data Protection Regulation or of any other provision of European Union law or of the law of the Member States relating to data protection, it shall immediately inform the Customer thereof. In addition, if GLOWBL is obliged to transfer data to a third country or to an international organisation by virtue of European Union law or the law of the Member State to which it is bound, it must inform the data controller of this legal obligation prior to the processing, unless the law concerned prohibits such information on important public interest grounds.

- 3. guarantee the confidentiality of the personal data processed within the framework of this contract;**
- 4. ensure that the persons authorised to process personal data under this contract:**
 - are committed to privacy or are bound by an appropriate legal confidentiality clause;
 - receive the necessary training in personal data protection.
- 5. take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default**

4.2. Sub-processing

The processor may use another processor (hereinafter "**the sub-processor**") to carry out specific processing operations. In this case, it shall inform the Customer in advance and in writing of any planned changes concerning the addition or replacement of other data processors. This information must clearly indicate the subcontracted processing operations, the identity and contact details of GLOWBL and the dates of the sub-processing agreement. The Customer has a maximum of one month from the date of receipt of this information to present its objections. This sub-processing may only be carried out if the Customer has not raised any objections within the agreed time limit. The sub-processor must fulfil the obligations of this agreement on behalf of and in accordance with the instructions of the Customer. It is up to the initial processor to ensure that the sub-processor provides the same guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European Data Protection Regulation. If the sub-processor does not comply with its data protection obligations, GLOWBL will remain fully liable towards the Customer for the fulfilment by the sub-processor of its obligations. The sub-processors used by GLOWBL to date are identified in the GLOWBL Privacy Policy.

4.3. Data subjects' right to be informed

It is the Customer's responsibility to provide information to data subjects concerned by the processing operations at the time the data are collected. The data processor shall assist the Customer in order to enable it to communicate the information to data subjects using the GLOWBL platform.

4.4. Exercise of individual rights

As far as possible, GLOWBL shall assist the Customer in fulfilling its obligation to comply with requests from data subjects to exercise their rights: right of access, rectification, erasure and objection, right to limit processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

When the data subjects make requests to GLOWBL to exercise their rights, GLOWBL shall send these requests, upon receipt, by email to the Customer at the email address that the latter has provided to the data processor.

4.5. Notification of personal data breaches

The data processor shall notify the Customer of any personal data breaches within a maximum of 48 hours after becoming aware thereof and shall do so by sending an email to the Customer at the email address provided to the data processor. This notification shall be accompanied by any appropriate documentation to enable the Customer, if necessary, to notify the relevant supervisory authority of this breach.

4.6. GLOWBL assisting the Customer in fulfilling its obligations

The data processor assists the Customer in carrying out data protection impact assessments. The data processor also assists the Customer in conducting the prior consultation with the supervisory authority.

The data processor assists the Customer in carrying out data protection impact assessments. The data processor assists the Customer in conducting the prior consultation with the supervisory authority. These support services will be invoiced to the Customer at an hourly rate of €120 exclusive of VAT, taking into account the need to make use of technical and human resources to provide these services.

4.7. Security measures

The data processor undertakes to implement the following security measures:

- *the means to ensure the continued **confidentiality, integrity, availability and resilience of the processing systems and services;***

- *the means of restoring the availability of and access to personal data within appropriate time limits in the event of a physical or technical incident;*
- *a procedure for regularly testing, analysing and evaluating the effectiveness of technical and organisational measures to ensure the security of the processing]*

The Customer acknowledges that the technical and organisational measures listed above meet its expectations in order to adequately guarantee the security and confidentiality of the processing it wishes to carry out.

Any technical and organisational measures in addition to those listed above that the Customer wishes to implement, in particular to increase the level of security of its processing operation or to adapt the level of security to changes in its processing operations, must be requested in writing and will be the subject of a specific quote and additional invoicing.

Nevertheless, the data controller is still required to implement its own security policy within its organisation in order to:

- raise awareness among its own users of the confidentiality and protection of personal data;
- manage the users authorised to access the GLOWBL platform;
- maintain the confidentiality of personal login details allowing access to the GLOWBL platform and renew them on a regular basis;
- secure its workstations and mobile IT;
- back up its data locally on a regular basis.

4.8. Fate of the data

Once the data processing services have been provided, GLOWBL undertakes to:

- destroy all personal data or
- to return all personal data to the Customer.

Once the data have been returned, all existing copies in GLOWBL's information system must be destroyed. Once destroyed, GLOWBL must prove this destruction in writing.

4.9. Data Protection Officer

The data processor will inform the Customer of the name and contact details of its Data Protection Officer, if one is appointed at a later date, in accordance with Article 37 of the European Data Protection Regulation.

4.10. Register of categories of processing operations

The data processor warrants that it maintains a written register of all categories of processing operations carried out on behalf of the Customer including:

- the name and contact details of the Customer on whose behalf it is acting, of any sub-processors and, if applicable, of the data protection officer;
- the categories of processing operations carried out on behalf of the controller;
- where appropriate, transfers of personal data to a third country or international organisation, including the identification of this third country or international organisation and, in the case of the transfers outlined in Paragraph 1, second subparagraph of Article 49 of the European Data Protection Regulation, documents proving the existence of appropriate safeguards;
- as far as possible, a general description of the technical and organisational security measures, depending on requirements.

4.11. Documentation

The data processor shall provide the Customer with the documentation required to demonstrate compliance with all its obligations and to enable audits, including inspections, to be carried out by the controller or another auditor it may appoint, and to assist with such audits. Any request for an audit and/or inspection must be sent by the Customer by registered letter with acknowledgement of receipt no later than 30 days before the date on which it is scheduled to take place, and must include the identity of the planned auditors. The data processor will confirm to the Customer within 15 days that this date is acceptable and make any objective reservations (non-competition) regarding the planned auditors. Any audit and/or inspection may only be carried out after a non-disclosure agreement has been signed by GLOWBL and all auditors. The use of Glowbl staff will be subject to remuneration at an hourly rate of €120, exclusive of VAT.

5. Obligations of the controller vis-à-vis the processor

The Customer undertakes to:

- provide the processor with the data referred to in this Appendix;
- document in writing any instructions concerning the processing of data by GLOWBL;
- ensure, before and during the entire processing, that GLOWBL complies with the obligations set out in the European Data Protection Regulation;
- supervise processing, including performing audits and inspections with GLOWBL.