

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 - GENERAL PROVISIONS

AUTHÔT is a simplified joint stock company with a share capital of 23,268.00 euros, whose registered office is located at 52 avenue Pierre Semard 94200 Ivry-sur-Seine, registered in the CRETEIL Trade and Companies Register on 07/04/2016 under number 788 502 680.

AUTHÔT is represented by Mr. FRAYSSE Olivier Édouard Gérard as Chairman.

The Company's contact details are as follows:

AUTHOT

52 avenue Pierre Semard 94200 Ivry-sur-Seine

Tel: 01.58.58.46.86.88

E-mail: contact@authot.com

The activity of **AUTHÔT** is to offer its Customers:

- A service for transcribing audio recordings into text, multilingual, automatic and with proofreading humaine ;
- An online subtitling service with synchronization and/or embedding of subtitles at titres
- A translation service in several languages.

In this context, **AUTHÔT** provides the Customer with the Services detailed below, in a form and under the conditions it deems most appropriate.

AUTHÔT reserves the right to offer any other Service, on terms and conditions of which it alone shall be the judge.

The sale and main features of the Services offered to Customers are accessible on the company's website, available at the following link: <https://app.authot.com/>

ARTICLE 2 - DEFINITIONS

In these General Terms and Conditions of Sale, words or expressions beginning with a capital letter shall have the following meaning:

"APPLICATION": refers to the online platform for accessing the Services.

"CLIENT": refers to any person who subscribes to the Services offered.

"GENERAL TERMS AND CONDITIONS OF SALE" or "T&Cs": refers to this document.

"CONTRACT": refers to the agreement reached between the Parties, in respect of the performance of the Service by the AUTHÔT Company for the benefit of the Client, after acceptance by the Client of this Agreement and payment of his order, under the conditions defined below.

"PERSONAL SPACE": refers to the interface allowing the Client to manage his use of the Services in a form and according to the technical means that AUTHÔT Company considers most appropriate for providing said Services.

"PART (S)": refers individually to the Company or a Client and collectively to the Company and a Client.

"SERVICE": refers to the automatic transcription, with proofreading, translation, subtitle synchronization, subtitle overlay services sold by AUTHÔT Company.

"SITE": refers to the AUTHÔT Company's website. The Company owns and publishes its Site.

"COMPANY": refers to AUTHÔT.

ARTICLE 3 - PURPOSE

The purpose of these General Terms and Conditions of Sale is in particular to offer for sale the Services of transcription of audio recordings in text, in French language, translation and subtitle embedding offered by **AUTHÔT** to the Client.

They thus describe the Services offered by the Company and the conditions under which Customers order the said Service.

The Services are provided through a Accessible web application:

- Either on the website [COPY16](#);
- Either on mobile or tablets via live.authot.com and in.authot.com. The Mobile Application to be downloaded from application download platforms.

The site [_COPY16](#) permet automatic transcription, multilingual and transcription with human proofreading and subtitles export for videos.

The live.authot.com site allows live transcription, live subtitling and live translation. All these services are multilingual.

The site in.authot.com allows you to embed subtitles (multilingual) in a video.

All these sites also constitute the services offered by **AUTHÔT**.

The General Terms and Conditions of Sale also specify the terms of payment and execution of the Sale of the Product and Service.

ARTICLE 4 - SCOPE OF APPLICATION

In accordance with Article L 441-1 of the French Commercial Code, these General Terms and Conditions of Sale constitute the sole basis of the commercial relationship between the **AUTHÔT** Company and its Customers.

Their purpose is to define the conditions under which **AUTHÔT** provides the Services displayed on the Site to Customers.

They apply, without restriction or reservation, to all sales concluded by the Company with Customers of the same category, regardless of the clauses that may appear on Customers' documents, and in particular the General Terms and Conditions of Purchase.

In other words, the **AUTHÔT**

Company's General Terms and Conditions of Sale take precedence over the Customer's General Terms and Conditions of Purchase.

In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Customer who requests them, to enable him to place an order with the Company.

The information contained in the Company's catalogues, prospectuses and tariffs is given for information purposes only and may be revised at any time.

The Company is entitled to make any changes that it deems necessary.

These General Terms and Conditions of Sale also apply to non-professional Customers (consumers). Consumer Customers have the protections provided by the provisions of the Consumer Code.

ARTICLE 5 - DURATION OF SERVICES

The Services are subscribed as part of the purchase of credit on the Site and begin on the effective date of purchase, for the period of validity indicated on the Site.

ARTICLE 6 - ACCESSIBILITY OF SERVICES

The services offered by **AUTHÔT** are for:

- People working in the audiovisual sector who wish to transcribe rushes from their interviews or documentaries and benefit from timescodes ;
- People in education who wish to subtitle their online training and make their digital content accessible or who are interested in translation for an international opening of their courses at ligne
- Individuals wishing, for example, a transcript of interviews or interviews for a thesis or a thèse ;
- Major media wishing to have their files transcribed or interested in subtitling and translation by exemple
- Institutions wishing to have a transcript of their conferences, meetings or auditions
- Private companies interested in transcribing their conferences and meetings.

The persons to whom the services offered by **AUTHÔT** are detailed in the "FOR WHY" section accessible at the following link: <http://www.authot.com/fr/pour-qui/>

ARTICLE 7 - REGISTRATION FOR SERVICES

Article 7.1 - Application for registration via the Application

In order to access the Services, the Customer must make a registration request by completing the form provided for this purpose in the Application, Internet or Mobile.

The Client must fill in all the fields marked as mandatory. No incomplete application for registration will be considered.

AUTHOT may invite the Customer to provide it with any additional information it deems useful.

AUTHOT informs the Client of the acceptance or refusal of his registration request by email, to the address provided in the form.

AUTHOT reserves the right to refuse any request for registration, at its free discretion and without having to justify any reasons.

The Client whose application for registration is refused may not exercise any recourse or request any compensation.

Article 7.2 - Through the AUTHÔT Company

Once the Client has provided his information, the Client's registration can be done directly by **AUTHÔT**.

AUTHÔT then sends the Customer his login and password by email, so that he can access his Account.

The Client guarantees that all the information it provides to **AUTHÔT** is accurate, up to date and sincere and is not misleading.

The Client is informed and accepts that the information provided to **AUTHÔT** for the purpose of registering or updating his Account is proof of his identity.

The information entered by the Client is binding as soon as it is validated.

The Client undertakes to update this information in the event of changes, so that it always corresponds to the above-mentioned criteria

ARTICLE 8 - CUSTOMER ACCOUNT

Once registration is completed, the Client is assigned an account in his name giving him access to a personal space that allows him to manage his use of the Services in a form and

according to the technical means that the **AUTHÔT** Company considers most appropriate for providing said Services.

The same Account can be used on both Internet Applications.

The Customer can access his Personal Space at any time after identifying himself using his login and password.

He is solely responsible for the confidentiality of these and any communication to third parties.

As such, the Client is informed and accepts that only one person at a time may be connected to a given Account.

Any use of the Services made with the Customer's identifier and password is deemed to be made by the Customer, the Customer therefore remaining solely responsible. The Customer thus expressly releases **AUTHÔT** from any liability in the event of use by a third party of its identification elements. He must immediately contact **AUTHÔT** at the coordinates mentioned herein if he notices that his Account has been used without his knowledge. It acknowledges **AUTHÔT's** right to take all appropriate measures in such cases.

ARTICLE 9 - DESCRIPTION OF SERVICES

The address <https://app.authot.com> allows the Customer free access to the site. The Site is accessible in any place to any User with access to the Internet.

AUTHOT cannot be held liable in the event of inaccessibility of the Site linked to the Customer's Internet connection, its computer equipment or in the event of blocking or censoring the Internet present in certain countries.

All costs to access the Site (hardware, software, internet connection, etc.) are borne by the Customer.

AUTHÔT offers its Customers a solution for transcribing audio recordings into text, proofreading, subtitling and translation. In this context, **AUTHÔT** provides the Customer with the Services below, in a form and under the conditions it deems most appropriate.

AUTHÔT reserves the right to offer any other Service, under terms and conditions of which it shall be the sole judge.

Transcription services operate as hour credits on your app.authot.com account.

The credit is deducted to the nearest second and is valid for a limited period of (3) three years. The Customer can view your account balance from the [My Account](#) tab.

Article 9.1 - The Automatic Transcription Service

The Customer may send **AUTHÔT**, through his Personal Space, the audio or video file(s) he wishes to have transcribed into text.

The file formats and durations accepted by **AUTHÔT** are specified in the Application. **AUTHÔT** reserves the right to limit the formats and durations, at its free discretion, at any time.

When using the Mobile Application, the Customer has the possibility to send directly to **AUTHÔT**, **from the** Application, a Registration that he performs with his mobile phone or tablet.

Recordings transmitted to **AUTHÔT** can be played back at any time in the Customer's Personal Space using an audio player. However, the Personal Space does not contain any downloadable copies of the Registrations, which it is the Customer's responsibility to save.

With regard to video files, it is specified that only their soundtrack is readable in the Customer's Personal Space and may be transcribed by the Application. At the Client's request, **AUTHÔT** is authorized to access the video file(s) concerned and perform any necessary operations on said files (modification, correction, destruction, etc.)

The Customer may only have one Recording transcribed at a time, unless he has subscribed to an option to simultaneously transcribe the Recordings. In this case, the subscription of this option, as well as the number of Registrations that can be transcribed simultaneously, are specified in the special conditions.

The transcription of a Recording in text is made available to the Client in his Personal Space within an average period of one (1) hour from the end of the receipt of the corresponding Recording by **AUTHÔT**.

The Customer is informed and accepts that this period may however be longer, in particular due to the poor quality of the Registrations, their size and/or the availability of the servers.

The Client may choose to be informed by email of the availability of his Transcripts.

The Transcripts are accessible at any time in the Customer's Personal Space, which can consult or delete them freely.

When the work suits the Client, he can export the transcription in the format he wants (.docx,.txt, timecode, html or even . srt for subtitles).

Currently, **AUTHÔT** transcribes about forty languages on the **AUTHÔT** application.

When sending the audio/video file, the Client must select the language of his file.

If the Client has several languages in the same file then it will be necessary to send it several times by selecting one of the languages each time.

Article 9.2 - The Automatic Transcription Proofreading Service

The Client may request **AUTHÔT** for its proofreading service to ensure a professional and accurate rendering of the transcribed comments.

The Customer must send his audio or video file to app.authôt.com by selecting the "With proofreading" option.

He will obtain the transcription created by the system and then corrected and validated by **AUTHÔT'**s team of proofreaders and validators.

The Client will then be able to export it in the format he wants (.docx,.txt, timecode, html or even . srt for subtitles).

Article 9.3 - The Sub-Titling Service

If the Customer wishes to insert a professional subtitle into his videos, the **AUTHÔT** Application offers a synchronization service in which a team works manually on the subtitle in order to perfectly calibrate it to the video.

The subtitle file is delivered to the Client in the format of his choice among those available on the Application (.srt, vtt. ass).

It is possible to customize the Client's video with a particular formatting of these subtitles (font, specific color, size, outline, positioning).

Article 9.4 - The Translation Service

The Application offers a translation service with more than a hundred language combinations to make Users' videos accessible worldwide through multilingual subtitling.

In order to ensure the most accurate translation possible, **AUTHÔT** works with a network of professional translators native to the country to translate audio or video files.

ARTICLE 10 - CONDITIONS OF SALE

The sale and the main characteristics of the services offered to Customers are available on the **AUTHÔT** Company's website.

The functionalities of the Service are defined on the Website.

Any addition or modification of functionality during the order process will be subject to a price modification.

The Customer receives instructions following his order.

The contractual information is presented in French and is confirmed at the latest at the time of validation of the order by the Customer.

The Customer has the possibility to check the details of his order, its total price and to correct any errors before confirming his acceptance (article 1127-2 of the Civil Code).

It is the Customer's responsibility to check the accuracy of the order and to immediately report any errors.

The sale of Services and Products will only be considered definitive after the Client has received confirmation of acceptance of the order from the Company by e-mail and after the latter has received the full price and deposit due.

AUTHÔT reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

ARTICLE 11 - PURCHASING PROCESS

The purchasing process is as follows:

- Signing of an estimate with the mention Good for agreement;

- Sending an order form with reference to the quotation;
- Online purchase from the "Order" section.

ARTICLE 12 - RATES

Article 12.1- Service Price

As soon as registration begins, **AUTHÔT** offers a free 10-minute trial version of automatic transcription.

The price of the Service is indicated on the **AUTHÔT** Company's website.

It is expressed in Euros and all French taxes included, unless otherwise stated.

AUTHÔT reserves the right, at its sole discretion and on terms and conditions it deems appropriate, to offer promotional offers or price reductions. These will then be specified in the special conditions.

Article 12.2 - Rates for Services

The rates for the Services offered by **AUTHÔT** can be consulted in the "TARIF" section, which can be accessed via the following link: <http://www.authot.com/fr/tarifs/>

AUTHÔT's business model is based on the sale of credit for hours or minutes of automatic transcription, with human proofreading, subtitling and translation.

Details of the services are available at the following link: <http://www.authot.com/fr/nos-services-authot/>

Thus, the credit is valid for a limited period of three (3) years. The pricing is degressive with volume.

Payment is due for each Service subscribed even if the credit is not used.

Article 12.3 - Quotation

AUTHÔT also offers the formalization of quotations.

Upon receipt of the signed quotation or purchase order, **AUTHÔT** invoices.

ARTICLE 13 - DISCOUNTS AND REBATES

The rates offered to the Customer include the discounts and rebates that AUTHÔT would be required to grant depending on the number, at one time, or the regularity of the orders placed.

ARTICLE 14 - REVISION

The price may be revised by mutual agreement between the parties, which will result in the signature of new special conditions.

ARTICLE 15 - DISCOUNT

No discount will be granted in the event of early payment.

ARTICLE 16 - TERMS OF PAYMENT

The price of the Services is paid by credit card directly from the AUTHÔT application in the "Order" section.

Payment of the Service price may be made by direct debit or bank transfer.

The User undertakes to take all necessary measures to this end. He guarantees AUTHÔT that he has the necessary authorizations to pay the price of the Services according to the chosen payment method.

ARTICLE 17 - RIGHT OF WITHDRAWAL

IN ACCORDANCE WITH THE LEGAL PROVISIONS IN FORCE AND MORE PARTICULARLY ARTICLE L. 221-18 OF THE FRENCH COMMERCIAL CODE, IN THE CONTEXT OF A REMOTE ORDER, THE CUSTOMER HAS A WITHDRAWAL PERIOD OF FOURTEEN (14) CLEAR DAYS FROM THE PAYMENT OF THE SAID ORDER.

REQUESTS TO EXERCISE THE RIGHT OF WITHDRAWAL ARE ADDRESSED TO THE COMPANY'S CUSTOMER SERVICE DEPARTMENT:

(I) BY EMAIL (TO THE ADDRESS: CONTACT@AUTHOT.COM);

(II) BY POST (AT THE ADDRESS: AUTHÔT - 52 AVENUE PIERRE SEMARD 94200 IVRY-SUR-SEINE).

THESE REQUESTS MUST INDICATE:

**CERTAIN PERSONAL INFORMATION OF THE CUSTOMER (NAME; FIRST NAME; TELEPHONE NUMBER; E-MAIL ADDRESS);
THE DATE AND PLACE AT WHICH THE REQUEST TO EXERCISE THE RIGHT OF WITHDRAWAL IS MADE.**

THEY MAY BE CARRIED OUT USING THE FORM PROVIDED FOR THIS PURPOSE IN THE ANNEX TO THIS DOCUMENT (ANNEX 1).

HOWEVER, BY ACCEPTING THESE GENERAL TERMS AND CONDITIONS OF SALE, THE CUSTOMER:

(I) EXPRESSLY ACCEPTS THAT THE PERFORMANCE OF THE SERVICE MAY BEGIN BEFORE THE EXPIRY OF THE WITHDRAWAL PERIOD GRANTED TO IT BY ARTICLE L. 221-18 OF THE CONSUMER CODE;

(II) CONSEQUENTLY, EXPRESSLY WAIVES THIS RIGHT OF WITHDRAWAL IN THIS PARTICULAR CASE.

ARTICLE 18 - INTELLECTUAL PROPERTY

The content of the **AUTHÔT** Company's Website is the property of the Company and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

In addition, the Company retains ownership of all intellectual property rights to the photographs, presentations, studies, drawings, designs, models, prototypes, etc., present on the Application.

The Client therefore refrains from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Company, which may make it conditional on a financial contribution.

ARTICLE 19 - FORCE MAJEURE

The Parties may not be held liable if the non-execution or delay in the execution of any of their obligations, as described herein, results from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

In the event that the effects of an event of force majeure extend beyond ninety (90) days, the Customer may terminate the Agreement by registered letter with acknowledgement of receipt and obtain a refund for the Product or Service from which it was unable to benefit.

In the event that part of the Service has already been performed by **AUTHÔT**, the refund will not take into account the part already performed.

ARTICLE 20 - DISPUTES

For Professional Customers :

All disputes to which the purchase and sale transactions concluded pursuant to these general terms and conditions of sale may give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not be resolved between the seller and the customer, shall be submitted to the **TRIBUNAL DE COMMERCE DE PARIS**, the court having exclusive jurisdiction for the purposes hereof.

For Consumer Customers:

Requests for complaints from Customers must be made to the **AUTHÔT** Company's customer service department.

After it has sent a request for a complaint to the Company and in the event that it is impossible to reach an amicable agreement, the Consumer Customer is duly informed that he is entitled to resort to mediation in accordance with the provisions of Article L. 612-1 of the Consumer Code.

Regardless of which Party wishes to resort to mediation, it must first inform the other Party by means of a registered letter with acknowledgement of receipt, specifying the reasons for the dispute.

In addition, in accordance with Article 14.1 of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, the Consumer Customer may also use the online dispute resolution platform accessible via the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&Ing=EN>

Any dispute relating to this agreement shall be brought before one of the jurisdictions having territorial jurisdiction under the Code of Civil Procedure.

The Consumer Customer has the possibility to submit any dispute relating to this Agreement either to the court of the place where the Consumer was residing at the time of conclusion of the Contract or to the court of the place where the harmful event occurred.

In any event, the Consumer Customer is duly informed that he is entitled to resort to mediation in accordance with the provisions of Article L. 612-1 of the Consumer Code.

ARTICLE 21 - CUSTOMER ACCEPTANCE

Any order of the Service or Product on the Site implies the prior express and unreserved acceptance of these terms and conditions by the Customer, at the time of validation of his order under the conditions set out in Article 3 hereof, by following the procedures provided for this purpose on the Site.

By accepting these General Terms and Conditions of Sale, the Customer:

- Declare that they have read all of their dispositions ;
- Acknowledges that it has received the necessary advice and information to ensure that the Service or Product offered by the Company is appropriate for its besoins ;
- Declares that it is in a position to enter into a legal contract under French law or to validly represent the natural or legal person for whom it undertakes to do so.

ARTICLE 22 - APPLICABLE LAW - FRENCH LANGUAGE

These General Terms and Conditions of Sale are written in French.

In the event that they are translated into one or more foreign languages, the French text alone shall prevail in the event of a dispute.

The General Terms and Conditions of Sale are subject to French law.

APPENDIX 1: RETRACTATION FORM

If the Customer wishes to exercise his right of withdrawal, in compliance with the conditions provided for in Article 17 of these General Terms and Conditions of Sale, he has the option of using the form below.

To the attention of **AUTHÔT**.

I hereby notify you of my withdrawal from the contract for the following order(s):

- Reference(s) of the order(s) :
- Ordered on:
- Order number :
- Surname and first name of the Customer who placed the order:
- Address of the Customer who placed the order:
- Telephone number of the Customer who placed the order:
- Email of the Customer at the origin of the order:

Signature of the Client (in case of notification of this form on paper):

Date :