

GENERAL TERMS AND CONDITIONS OF USE

PREAMBLE

The **AUTHÔT** Company is the owner of the Website and the Application <https://authot.live/>.

Its activity is the provision of services via the Internet, Mobile or Overlay Application available at the following URL: <https://authot.live/>.

These services include automatic transcription of video or audio into text, proofreading, subtitling (overlying and synchronization of subtitles) and translation, in order to make Users' videos accessible worldwide.

The Internet Application <https://authot.live/> is published by the simplified joint stock company **AUTHÔT**, whose contact details are as follows:

AUTHOT

52 Avenue Pierre Semard

94200 Ivry-sur-Seine Perret

Registered with the Créteil R.C.S. under number 788 502 680

Telephone: 01 58 46 86 88

E-mail: contact@authot.com

Representative : Mr. FRAYSSE Olivier Édouard Gérard

The **AUTHÔT** Company invites you to read these General Terms and Conditions of Use (GTC) by clicking on the General Terms and Conditions of Use.

These General Terms and Conditions of Use are accessible at any time in the Application.

Sales made through the Service between Buyers and Sellers are governed by the General Terms and Conditions of Sale (GTC), which must also be accepted by the Seller at each achat ; they supplement these GTC.

AUTHÔT reserves the right to modify these T&Cs. Any modification will take effect immediately upon notification to the User. They will not apply to transactions in progress at the time of their entry into force.

PRELIMINARY ARTICLE - DEFINITION

"APPLICATION": refers to the Internet or Mobile Application <https://authot.live/> on which the User can benefit from the Services.

"GENERAL TERMS AND CONDITIONS OF USE" or "T&C": refers to the present General Terms and Conditions of Use of the Site concluded between the User of the Site and the AUTHÔT Company, governing in particular access to the Site.

"CONTENT": refers, without limitation, to the structure, architecture of the Services, editorial content, texts, sections, drawings, illustrations, photos, images, sounds, videos, as well as any other content present on the Services and/or any other element composing the Services.

"COOKIE": refers to a text file placed on Users' computers when visiting a site or consulting an advertisement. Its purpose is to collect information relating to the Internet user's navigation and to send him or her services adapted to his or her device (computer, mobile or tablet).

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

"SERVICES": refers to the Services accessible from the Site, including transcription of audio or video recordings into text, subtitling with synchronization and video overlay, as well as translation.

"SITE": refers to the Website <https://authot.live/>

"COMPANY": refers to the AUTHÔT Company that operates the application, the Website and provides the Services.

"USER": refers to any person who uses the Site or any of the Services offered on the Site by the Company.

ARTICLE 1 - PURPOSE

The purpose of these T&Cs is to define the conditions under which **AUTHÔT** makes the following services available to Users through the Application:

- Automatic transcription of an audio or video recording at texte ;
- Transcript with relecture ;
- The traduction ;
- Synchronization and overlay of subtitles.

These General Conditions of Use govern the contractual relations between any User of the Site accessible via the following URL address: <https://authot.live> and the **AUTHÔT** Company.

The T&Cs constitute a contract between the Company and the User of the Site with respect to the Services offered.

ARTICLE 2 - DESCRIPTION OF SERVICES

The address <https://authot.live> allows the User to have free access to the Application.

The Application is accessible in any place to any User with Internet access.

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

The Online Application is available 24 hours a day, every day of the week. In the event of a problem or technical failure, **AUTHÔT** will do its utmost to restore access to the Platform as soon as possible.

AUTHÔT offers Users a solution for transcribing audio recordings into text, proofreading, subtitling (synchronization and subtitle overlay) and translation. In this context, Authôt provides the User 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.

2.1- The Automatic Transcription Service in Live

The Application offers an automatic Live transcription service allowing the user to transcribe the user to transcribe audio or video Live.

Installation, training and maintenance fees are required.

2.2 - The Automatic Translation Service in Live

The Application offers a Live machine translation service that allows the user to translate the user to translate the initially transcribed content.

This service can only be used in addition to the Transcription service in Live.

ARTICLE 3 - ACCESS TO THE SERVICE

3.1 - Registration process

In addition to the acceptance of these T&Cs, access to the Service is subject to the opening of an account on the Site.

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

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

AUTHÔT may invite the User to provide it with any additional information it deems useful.

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

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

The User whose application for registration is refused may not exercise any recourse or claim any compensation.

When the **AUTHÔT** Company and the User have exchanged and agreed on the conditions of use of the Site and the Service, the User's registration can be carried out directly by **AUTHÔT**, with the information provided by the User.

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

3.2 - Common provisions

The User guarantees that all the information he/she provides to **AUTHÔT** is accurate, up to date and sincere and is not misleading.

The User 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 User is binding as soon as it is validated.

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

The User undertakes to keep his username and password secret and not to disclose them to any third party.

Indeed, the User will be solely responsible for access to the Service thanks to his username and password, unless proof of fraudulent use is provided that he is not responsible.

ARTICLE 4 - ACCEPTANCE OF THE GENERAL CONDITIONS OF USE OF THE SITE

In the event of a request for registration via the Application, the acceptance of these general terms and conditions is evidenced by a checkbox in the registration request form. This cannot be validated until the User has ticked the box in question.

The User expressly acknowledges that the validation by him of this checkbox and the registration request form constitutes proof of his acceptance of these terms and conditions

In the event of registration through **AUTHÔT**, the acceptance of these general terms and conditions is evidenced by the User signing two copies of them.

In any case, the acceptance of these general conditions can only be full and complete. Any acceptance subject to reservation is considered null and void.

The User who does not agree to be bound by these terms and conditions must not register for the Services or use the Site.

ARTICLE 5 - USER ACCOUNT

Once registration is completed, the User 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 the Internet Application and the Application Mobile.

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

He is solely responsible for the confidentiality of these and any communication to third parties. As such, the User 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 User's ID and password is deemed to be made by the User, the User being solely responsible for it.

The User 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 in the Preamble of this Agreement 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 6 - AMENDMENT OF CGU

The **AUTHÔT** Company regularly updates the characteristics and functionalities of the <https://authot.live/> Application and its Services to ensure their operation and quality.

The Company may unilaterally make changes to the T&Cs bound by technical developments without notice.

These T&Cs are the only ones applicable for the Application.

They apply in full.

The User cannot modify them.

The Company reserves the right to modify these T&C at any time.

The User has a duty to be informed of any updates.

If the User disagrees with the modification of the T&Cs, he/she must cease all use of the Site.

ARTICLE 7 - FINANCIAL CONDITIONS

The price of the Services is indicated in the General Terms and Conditions of Sale.

It is expressed in Euros and all taxes included (including VAT), 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.

ARTICLE 8 - SAVING EDITIONS FOR SERVICE IMPROVEMENT PURPOSES

The User is informed and expressly accepts that, in order to improve the Services by enriching the database of the voice recognition system used by the Application, **AUTHÔT** may save, use and transmit to its partners implementing the said system all corrections and modifications made by the User to the Transcriptions.

It is specified that these operations are carried out in a completely automated manner and without any human intervention, **AUTHÔT** and its partners not being aware of the content of the Transcripts.

ARTICLE 9 - USER OBLIGATIONS

The User undertakes to use the Application and Services in accordance with these general terms and conditions, without prejudice to public policy or the rights of third parties and, more generally, without violating the laws and regulations in force.

The User acknowledges that he or she is aware of the characteristics and constraints, particularly technical, of all the Services.

The User is solely responsible for his or her use of the Application and Services. As such, the User acknowledges that the Transcripts provided by **AUTHÔT** may not be perfectly accurate.

He undertakes to systematically check their accuracy and to edit them if necessary before any use.

The User is solely responsible for the content of the Recordings he has transcribed as part of the Services, as well as for the content of the corresponding Transcripts and the editions he makes on them.

The User remains solely responsible for the operation of his computer equipment as well as for the conservation of his Recordings and Transcripts, which it is his responsibility to safeguard.

ARTICLE 10 - CONDITIONS OF MODERATION OF THE SITE

Without prejudice to the provisions of Article 9, it is strictly prohibited to use the Services for the following purposes:

- the exercise of illegal, fraudulent activities or activities that infringe the rights or security of tiers ;
- the transcription of pornographic, obscene, indecent, offensive or unsuitable recordings for a family audience, defamatory, abusive, abusive, violent, racist, xenophobic or revisionist, infringing on the rights of a third party, false, misleading or proposing or promoting illegal, fraudulent activities or trompeuses
- breach of public order or violation of laws and regulations at vigueur ;
- the infringement or intrusion into the computer systems of the **AUTHÔT** Company or third parties, or any activity likely to harm, control, interfere with, or intercept all or part of a third party's computer systems, violate their integrity or sécurité ;
- and more generally any practice that diverts the Services for purposes other than those for which they were designed.

The User is strictly prohibited from copying and/or diverting the concept, technologies or any other element of the Application or Services for its own purposes or those of third parties.

The following are also strictly prohibited: (i) any conduct likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusions or attempted intrusions into the systems of the **AUTHÔT** Company or third parties, (iii) any diversion of the Application's system resources, (iv) any actions likely to impose a disproportionate burden on the latter's infrastructures, (v) any breach of security and authentication measures, (vi) any acts likely to affect the financial, commercial or moral rights and interests of the **AUTHÔT**

Company or the Users of the Application and Services, and finally, more generally (vii) any breach of these general conditions.

It is strictly prohibited to monetize, sell or grant all or part of the access to the Services or the Application, as well as to the information hosted and/or shared therein.

ARTICLE 11 - SANCTION IN THE EVENT OF NON-COMPLIANCE

In the event of a breach of any of the provisions of these general terms and conditions, in particular Articles 9 and 10, or more generally, of a breach of laws and regulations by a User, **AUTHÔT** reserves the right to :

- (i) suspend all or part of the Services ;
- (ii) terminate the User's access to the Services in accordance with section 13 ;
- (iii) take all appropriate measures and take any action at justice
- (iv) where appropriate, notify the competent authorities, cooperate with them and provide them with all relevant information for the investigation and repression of activities.

ARTICLE 12 - USER WARRANTY

The User guarantees the **AUTHÔT** Company against any complaints, claims, actions and/or claims whatsoever that the **AUTHÔT** Company may suffer as a result of the User's violation of any of the provisions of these general conditions and more particularly Articles 9 and 10 thereof.

The User undertakes to compensate the **AUTHÔT** Company for any prejudice it may suffer and to pay it all costs, charges and/or convictions it may have to bear as a result, including its consulting fees.

ARTICLE 13 - TERMINATION

The AUTHÔT Company reserves the right to block the User's access to the Services in the event of non-compliance by the User with these general conditions, with immediate effect, by letter, fax or email.

This blocking results from the termination of this agreement.

Termination shall take effect automatically on the date on which **AUTHÔT sends** an email or written notice to the User pursuant to this clause, stipulating the clause that has been violated.

It automatically leads to the deletion of the User's Account without prior notice, without prejudice to any other consequences that may arise under these general terms and conditions.

Termination pursuant to this clause shall not give rise to any refund of all or part of the price of the Service.

The termination of the Services, for any reason whatsoever, results in the deletion of the User's Account, which then no longer has access to his Personal Space, his Transcripts or, more generally, to any element relating to the Services.

ARTICLE 14 - EXCLUSION OF LIABILITY AND GUARANTEE

AUTHÔT undertakes to provide the Services diligently and in accordance with the rules of the art, it being specified that it is under an obligation of means, to the exclusion of any obligation of result, including with regard to the security and confidentiality of Recordings and Transcriptions, which the User expressly acknowledges and accepts.

AUTHÔT does not guarantee the accuracy of the Transcriptions of the Recordings provided by the User. Nor shall it be liable if one or more Recordings could not be transcribed in whole or in part, in particular because of the poor quality of the Recording, the use of unusual words or the unavailability of the servers.

AUTHÔT may under no circumstances be held responsible for the content of the Registrations or Transcripts, for which it only provides accommodation.

AUTHÔT declines all responsibility in the event of any loss of the Recordings and Transcripts, as Users must save a copy and may not claim any compensation in this respect.

AUTHÔT undertakes to carry out regular checks to verify the operation and accessibility of the Application. As such, **AUTHÔT** reserves the right to temporarily interrupt access to the Application for maintenance purposes. Similarly, **AUTHÔT** may not be held liable for any temporary difficulties or impossibilities in accessing the Application due to circumstances beyond its control, force majeure or disruptions to telecommunications networks, as Users are informed of the complexity of global networks and the influx of users of these networks at certain times.

The Services are provided by **AUTHÔT** as is and without warranty of any kind, express or implied. In particular, **AUTHÔT** does not guarantee to Users (i) that the Services, subject to

constant research to improve their performance and progress, will be totally free of errors, defects or defects, (ii) that the Services, being standard and in no way offered solely for the benefit of a given User according to his/her own personal constraints, will specifically meet his/her needs and expectations.

ARTICLE 15 - INTELLECTUAL PROPERTY RIGHTS

15.1 - Intellectual property of the AUTHÔT Company

The content of the <https://authot.live/> Application is the property of AUTHÔT and its partners and is protected by French and international intellectual property laws.

The systems, software, structures, infrastructures, source codes, databases and content of all kinds (texts, images, visuals, music, logos, trademarks, etc.) used by AUTHÔT within the Application, as well as the technology implemented within the Services, are protected by all intellectual property rights in force.

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

15.2 - Intellectual property of the User

For the purposes of implementing the Services, the User expressly authorizes AUTHÔT to use, reproduce and represent any Recordings and Transcripts protected by intellectual property rights, in accordance with the terms and conditions set out herein.

As the implementation of the Services is carried out at the User's request, the User grants the above authorization free of charge.

This authorization is granted for the entire world and for the duration of the subscription of Services by the User.

ARTICLE 16 - PERSONAL DATA

The Application ensures that the User collects and processes personal information in a manner that respects privacy in accordance with Law No. 78-17 of 6 January 1978 on information technology, files and freedoms.

The Personal Data collected as part of the Services are necessary for the implementation of the Services and are intended exclusively for AUTHÔT. AUTHÔT may also forward them to administrative and judicial authorities in order to comply with its legal and regulatory

obligations. **AUTHÔT undertakes to** protect this Data, which is treated with the utmost confidentiality and caution.

Personal Data will only be communicated to third parties if the User has expressly given his consent to this communication.

AUTHÔT may use the Data to send Users solicitations, newsletters or promotional messages. The User who does not wish to receive such messages may object, by means of a checkbox in his Personal Space.

Personal Data is not stored for longer than is strictly necessary for the performance of the Services and for any prospecting operations. The data will be deleted at the latest three (3) years after the User's last contact with **AUTHÔT**, with the exception of those necessary to establish proof of a right or contract which can legally be archived for five years.

In accordance with the Data Protection Act of 6 January 1978, reinforced and supplemented by the RGPD (General Data Protection Regulation) which came into force on 25 May 2018, the User has the right to access, rectify, oppose, delete and transfer all his personal data at any time by writing, by post and by proving his identity to the following address:

AUTHÔT Company
52 Avenue Pierre Semard
94200 Ivry-sur-Seine Perret
Telephone: 01. 58. 58. 46. 86. 88. 88
E-mail: contact@authot.com

ARTICLE 17 - DURATION

This contract (the TOU) is concluded between the Company and the User.

In the event of refusal, the User undertakes to cease using the Site and Services.

The contract is concluded for the entire duration of the use of the Site and Services.

Failure to comply with any obligation contained in these T&Cs will result in the immediate termination of the contract between the Company and the User, without prejudice to any damages to the Company.

The AUTHÔT Company is entitled to block access to its Site to Users who refuse this contract.

ARTICLE 18 - COOKIES

The User is informed that during his visits to the site, a cookie may be automatically installed on his browser software.

Cookies are small files that are temporarily stored on the User's computer hard drive by your browser and are necessary for the use of the <https://authot.live/> website. Cookies do not contain any personal information and cannot be used to identify the User. A cookie contains a unique identifier, generated randomly and therefore anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in cookies is used to improve the <https://authot.live/>

By browsing the site, the User accepts them.

The User may disable cookies through settings within his or her browser software.

ARTICLE 19 - HYPERTEXT LINKS

Hypertext links may be present on the site.

The User is informed that by clicking on these links, he will leave the site <https://authot.live/>

AUTHÔT assumes no responsibility for the content, advertising, products and/or services available on such third-party sites and mobile applications, which are governed by their own terms of use.

AUTHÔT is also not responsible for transactions between a User and any advertiser, professional or merchant to whom the User is referred through the Application and may under no circumstances be a party to any disputes whatsoever with these third parties, in particular concerning the delivery of products and/or services, guarantees, declarations and other obligations of any kind to which they may be bound.