

# ALGORIA – TERMS & CONDITIONS

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These terms and conditions regulate the business relationship between you, “the Customer” and us. By accessing and/or using Our Website and/or our Software, you are agreeing, on behalf of yourself and/or your company, to be bound by the most recent terms of this agreement. If you do not agree to the terms of this agreement, do not access and/or use Our Website and/or our Software.

We are:                      Algoria

Our address is:           31, Rue Ernest Renan  
Issy les Moulineaux  
92130, France

## ALGORIA – TERMS & CONDITIONS

### 1       Definitions

In this agreement:

“Confidential Information”	means information relating to the Software, including all material contained in its distributable files, activation and registration code, all copyright and trade and other marks, whether registered or not.
“Content”	means any material in any form published on Our Website by us or any third party with our consent.
“EULA”	means end user licence agreement, the licence contained in this document which permits you to use the Software.
“Material”	means Content of any sort posted by you on Our Website.
“Our Website”	means the entire computing hardware and software installation that is or supports Our Website.
“Software”	means any of the Software we offer for sale or for free on our Website and includes generally available updates and support services so far as specified.

“Subscription Period” means the period for which you have paid for a licence to use the Software, whether an initial period or on renewal.

## 2 General Conditions

The Software is available either as a paid service plan (a “Pro” account) or as a free (“Free” or “Gratuit” account) service plan. A free service plan is any TWS organisation with a limited number of Users or Items and functionality as determined by Algoria in its discretion from time to time. Each Algoria Pro account invoiced to and paid by you, the Customer, in accordance with Section 3 herein comprises a single Algoria organisation with an unlimited number of Users or Items and special features not found on the free service plan.

You warrant that you buy as a business and that accordingly, you accept that legislation applicable to sales to consumers does not apply to you.

We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order our Software.

If one or more provisions of these General Terms and Conditions should be removed, we will offer you to accept such transfers or reject them.

In such case you will be able to terminate your agreement with ALGORIA.

## 3 Registration

When registering to our website, you must complete the information below:

- Individual or business customer,
- Bank account number or International Bank Account Number (IBAN),
- Value added tax intercommunity number,
- Name of the company,
- Name of the administrative contact,
- Name of the accounting contact,
- Anticipated number of users,
- Form of payment,

After you submitting your order, subject to the expected payment being received, you will have access to the Software.

We carefully inform you that if the payment varies in accordance with the anticipated number of users, it will be determined as a ratio with the number of days.

## 4 Payment

When you buy the Software, you are in fact buying a nonbinding licence to use the Software for one month, subject to the terms of the Right of Use in accordance with Section 4 herein. These are the terms and conditions which apply to our sale to you of that licence. They apply so far as the context allows, to you as a visitor to Our Website; and in any event to you as a buyer or prospective buyer of our Software

We shall accept your order by payment confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when and how you can access and use our Software.

It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Software until you have confirmed that you wish to order at the new price.

If in future, you buy Software from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.

Licence fees and any other charges are billed in advance at the beginning of each month. All prices are exclusive of taxes (VAT or otherwise), which may or may not be added to the price, depending on applicable law and the legal residence of the Customer. If you are not in France, we have no knowledge of, and no responsibility for, the laws in your country.

Payments are non-refundable.

Our Software will be provided via Our Website, a link will also be generated and sent to you by email, making Our Software available for you to download in the way we have explained in our Website.

You may cancel ongoing provision of the Software at any time on giving us 30 days' notice, by email/unsubscribe through Our Website. Payment will be due until the expiry of the notice period.

We may change the nature or provision of the Software at any time. We may tell you about any such change by email or by posting details on Our Website.

If we change the nature or provision of the Software, you may terminate this contract and we will refund to you any unexpired portion of your subscription.

If a change we make in the provision of the Software, involves action on your part, and you do not take that action, we are entitled to terminate the Software to you without notice.

## 5 Right of use

You may not share or allow others to use the Software in your name.

You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Software.

The right of use is at all times conditioned on compliance with the terms of this Agreement, and prompt and timely payment regarding the Software.

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

We reserve the right to refuse you access to Our Website.

As a condition of your use of Our Website, you agree that you will not use or allow anyone else to use the Web Site to post or otherwise publish;

- copyright works;
- commercial audio, video or music files;
- any Material which violates the law of any established jurisdiction;
- unlicensed software;
- software which assists in or promotes: emulators, phishing, hacking, password cracking, IP spoofing;
- links to any of the material specified in this paragraph;
- pornographic Material;
- any Material promoting discrimination or animosity to any person on grounds of gender, race or colour.

You shall not

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way;
- modify or make derivative works based upon the Service;
- create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or
- reverse engineer or access the Service in order to;
  - build a competitive product or service,
  - Copy any ideas, features, functions or graphics of the Service.
  - build a product using similar ideas, features, functions or graphics of the Service that are not exclusively covered by use of our Software Development Kit and/or without our prior consent.

You may use the Service only for your business purposes and shall not:

- send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
- send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- interfere with or disrupt the integrity or performance of the Service or the data contained therein;
- attempt to gain unauthorized access to the Service or its related systems or networks; or
- use the Service, including the content, our intellectual property rights, Algoria technology and our trademarks and service marks for any commercial purposes (i.e. soliciting customers, resale, etc.) without our prior written consent.

## 6 End User License Agreement (EULA) and Access

Subject to the terms of this agreement, we grant to you a limited licence to use the Software for your personal or business use. The license is non-exclusive, non-transferable and royalty free.

A licence is bought and configured for one phone number. The licence may be installed and used on any number of computers or work stations.

You may not copy the Software except for the purpose of system maintenance, nor may you transfer it nor allow any other person to use it, without our consent.

Access to the Software is available at <http://www.algoria.com>. Upon entering into a contract with the Customer or User, Algoria will provide the Customer or User with a username and password for accessing the Website and/or the Software.

Access to the Software is only available to the Customer and Users, subject to compliance with these Terms and Conditions, and, in the case of Customer, making the applicable payments for the Software under this Agreement.

Usernames and passwords are personal, and are to be considered part of Confidential Information. The User or Customer is at all times fully liable for all acts and omissions by Users whom the User or Customer has granted access and agrees to indemnify Algoria for all claims and losses related to such acts and omissions.

We will provide updates to the Software from time to time as we decide during the Subscription Period.

We will do our best to provide email and forum support for the Software at all times, and to maintain Our Website and our Software so that you have constant use, but there will be times when our support / your use may be interrupted. Such interruption for reasonable periods for

maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance

## 7 Your responsibilities

You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website or Software.

You may not use any software tool for the purpose of extracting data from our website.

## 8 Your Material

If you post any Material in Our Website, you warrant that you own the copyright in it and you accept all risk and responsibility for it. You grant to us the right to edit, copy, publish, distribute, translate and otherwise use it in any medium and for any purpose.

You agree that if you do post any Material on Our Website, in doing so, you grant to us a non-exclusive, irrevocable, royalty-free, right in perpetuity to use that Material in any way whatever, throughout the World in any medium. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Material.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request.

You represent and warrant that:

- you own the rights to all of the Material that you post;
- any fact stated in your Material is accurate;

## 9 Content and Intellectual Property Rights

You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.

We will defend the intellectual property rights in connection with our Software and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person without our consent.

Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## 10 Marketing

Algoria will not forward marketing material from third parties to Customers or Users. Algoria will forward product news relevant to User's use of th Service as Algoria sees fit from time to time. Data is used only in accordance with the Algoria Privacy Policy which may be found at [www.algoria.com](http://www.algoria.com)

## 11 Disclaimers

We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of our Software, at any time and without advance notice.

You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website and Software. We would be grateful if you bring to our immediate attention, any that you find.

We give no warranty and make no representation, express or implied, as to:

- the adequacy or appropriateness of the Software for your purpose;
- any implied warranty or condition as to merchantability or fitness of the Software for a particular purpose;



- The use of, or results of the use of the Software or its compatibility with your equipment, software or telecommunications connection;
- compliance with any law;
- non-infringement of any right;
- the timeliness, reliability, quality, truth, availability, accuracy, security or completeness of the Software, our Website, or any content

Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of our Software.

In any event, including the event that any term or condition or obligation on our part (“Implied Term”) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

## 12 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers’ fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

## 13 Force majeure

Neither Party will be responsible for any delay, interruption, or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to; natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, internet service providers, and other third parties; explosions and fires, embargoes, strikes, and labour disputes; governmental decrees; and any other cause beyond the reasonable control of the party.

## 14 Dissatisfaction with the Software

Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are occasionally made. If you are not wholly satisfied with the Software, please tell us at the earliest opportunity:

- exactly why you think we have failed;
- the date, if relevant, of the failure;
- when and how you discovered the failure;
- the result of the failure;

- your suggestion as to action we should take to resolve the situation and restore your faith in us.
- To do this, it is essential that you contact us by email at the Contact Page on Our Website.

## 15 Term and termination

Algoria TWS Pro Accounts are pre-paid and are non-refundable. ALGORIA DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHS OF USE OF THE SERVICE. You may cancel your Algoria Pro Account at any time on giving us 15 days' notice, by email through Our Website, or by telephone to our main phone number (+33 1 41 90 66 66). Payment will be due until the expiry of the notice period.

Should you elect to cancel your Account, please note that you will not be issued a refund for any charged and paid fees. It is your responsibility to keep your contact and payment information current. You explicitly authorize Algoria to continue billing your credit card on file with us for as long as you continue using the Service, and in the event that your credit card is invalid for payment for any reason, then you remain responsible for any uncollected amounts.

This Agreement shall commence on the date of availability of the Services and will remain in effect for an initial term of contract as stipulated online at the Algoria website or separately agreed between the Parties (the "Initial Term"); any exception may only be granted by Algoria in writing. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term at the then current fees, if applicable, unless the Customer specifically terminates the Services online on Algoria's website, by email or by phone, or Algoria specifically terminates for any other reason as defined herein.

If either party is in material breach of this Agreement, the other party is entitled to terminate this Agreement for cause after having given the breaching party a written notice of no less than ten (10) days, if the breaching party has not remedied the breach to the satisfaction of the other party. If the Customer is a non-profit organization, which shall be defined by Algoria at its sole discretion, then Algoria may terminate this Agreement at any time if Algoria deems the Customer being no longer eligible, given that the Customer may not provide sufficient proof for the eligibility as required by Algoria. In addition Algoria may terminate the Agreement at any time at its sole discretion with a notification period of 30 days.

For the avoidance of doubt, any termination by either of the parties or the expiry of the term of this Agreement shall only have effect for the future, and shall have no retroactive effects. Notwithstanding the above, the rights and obligations in our Terms and Conditions shall stay in full force and effect after said expiry or termination of this Agreement.

You agree and acknowledge that Algoria has no obligation to retain the Uploaded Data, and may delete such Uploaded Data without prior notice (i) if You have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within ten (10) days' notice of such breach or (ii) upon termination of this Agreement for any reason. If the Customer and/or User require Algoria to assist in restoring

Uploaded Data that has been deleted, if such recovery is possible, Algoria will be entitled to request payment, at Algoria's standard rates, for such work.

## 16 Confidentiality

Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. Confidential Information means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential, but shall not include Uploaded Data.

The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party, (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party, (iii) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information, or (iv) is Confidential Information that the receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Furthermore, Customer and User will keep in confidence all passwords and/or other access information related to the Services. Customer and User acknowledge that Algoria and its licensors retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Algoria hereunder.

## 17 Miscellaneous provisions

- 17.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 17.2 Where we provide Software or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those services.
- 17.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 17.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to

prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 17.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 17.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 17.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 17.8 This Agreement shall be governed by and construed in accordance with the law of France.
- 17.9 If we owe you money (for this or any other reason), we will credit your credit card, debit card or make a bank transfer as soon as reasonably practicable but in any event no later than 30 days from the date of your order.