

Terms and conditions of use

Participants

Last updated 3 February 2021

Definitions

“The Company” or “GOOMEO” or “We”: GOOMEO SAS (trade name “GOOMEO”) with registered office at 12 rue Bernard Lathière, 87000 Limoges, FRANCE, intracommunity VAT number FR13523698215, operating the website verticals.eco (the “Website”) and app.verticals.eco (the “Application”).

“You” or “User”: any user of the Verticals Service on a regular or occasional basis, as a Visitor to the Verticals Website or as a Participant.

“Website”: all content and pages to which the User has access at verticals.eco.

“Verticals Service”: all the services, functions and applications accessible via the Website and/or the Application and provided by GOOMEO, in particular, an online videoconferencing connection tool.

“Customer”: the entity (legal entity or individual) that has subscribed to the Verticals Service.

“Participant”: the User who, in particular by taking part in online events and/or online videoconferencing, sends and views information using the Verticals Service.

“Content”: any content posted or distributed on the Verticals Service by GOOMEO, Users or a third party. This includes text, words, information, images, videos, sound, data or hyperlinks.

“Visitor”: a person visiting the Verticals Website, without necessarily having an account.

Clause 1. Goomeo property – Acceptance of the terms and conditions of use

These Terms and Conditions of Use (“TCU”) set out the terms and conditions under which the User (or “You”) is authorised to use the Verticals Service and the Verticals Website.

These TCU represent a binding agreement between you and GOOMEO. You agree to these TCU when you use the Verticals Service.

BY USING THE VERTICALLS SERVICE, YOU AGREE TO THESE TERMS AND CONDITIONS OF USE; IF YOU DO NOT AGREE TO THEM, PLEASE DO NOT USE THE VERTICALLS WEBSITE OR THE VERTICALLS SERVICE.

GOOMEIO reserves the right, at its sole discretion and at any time, to change, amend, supplement or delete parts of these TCU. You will be informed in advance of any changes other than purely formal ones.

Your continued use of the Verticals Website and/or Verticals Service after notification of changes made will mean that you accept these changes. As long as you comply with these Terms and Conditions, GOOMEIO grants you a limited, non-exclusive and non-transferable personal right to access and use the Verticals Website and/or, where applicable, the Verticals Service.

If Users breach these conditions, GOOMEIO may suspend for a period of time or terminate their access.

Clause 2. Access and operation of the Verticals Service

2.1 Access to the Verticals Service

As the Verticals Service is offered over the Internet, to access it, Users must have an Internet connection. All costs relating to telephone and Internet connections are their responsibility. GOOMEIO does not provide the User with any equipment or facilities, in particular telephone installation, terminal equipment, software or subscription, for connection to the Website.

GOOMEIO grants the User in question only a limited, non-exclusive and non-transferable licence to access and use the Verticals Service and its Content. This licence is subject to compliance with the rules set out in these TCU.

GOOMEIO is free at any time to interrupt or suspend access to all or part of the Verticals Service or Website, in particular for operational or maintenance reasons, as well as to modify, suspend or remove the Website and terminate its publication on the Internet without Users being able to claim any compensation whatsoever.

2.2 Operation of the Verticals Service

GOOMEIO does not guarantee that the operation of the Verticals Service will be continuous and error-free.

GOOMEIO cannot be held liable for the unavailability, interruption or malfunction of the Verticals Service for any reason and, in particular, in the case of faults due to its Internet service provider or host, intrusion by third parties or *force majeure*.

GOOMEIO cannot be held liable for any problems or damage inherent in the use of the Internet, such as the presence of computer viruses or malicious codes.

Clause 3. Participant services

To use the Verticalls Services, you must be an individual, eighteen (18) years of age or have reached the age of majority in your country of residence, or have obtained the consent of your legal representative (parent or guardian) if you are a minor.

You only have the right to access the Verticalls Service by means of a strictly personal invitation addressed to you.

A Participant may:

- Take part in online events
- Share his/her webcam images or screen during online events
- Answer surveys during online events
- Ask questions during online events
- Send chat messages during online events
- Watch the recording again at the end of the online event if this is enabled
- Take part in permanent networking without going through an online event if this is available.

The security of your access to Verticalls Services is your sole responsibility. GOOMEIO cannot be held responsible for any damage to your computer as a result of the loss or sharing of your personal invitation.

GOOMEIO can in no way be held responsible in the event that your personal invitation is usurped.

You also acknowledge that you are presumed to be the User of your personal invitation and the person responsible for the actions taken via your access to the Verticalls Service.

You acknowledge that you, and not GOOMEIO, are responsible for all electronic communications and Content sent by you and that you must use the Verticalls Service in compliance with applicable laws and regulations.

Clause 4. Duration

Access to the Verticalls Service is made available to Users for the duration set out in the personal invitation sent.

Clause 5. General User obligations

You are not allowed to use devices, programs, algorithms or other automated methods such as deep linking, web scraping, robots or spiders, or any other similar or equivalent manual process, to access, acquire, copy or monitor any part of the Verticals Service or Content, or to reproduce or by-pass the navigational structure or presentation of the Verticals Service or Content in order to obtain or attempt to obtain any data, documents or information through any means not voluntarily made available to you by GOOMEIO.

GOOMEIO reserves the right to prohibit this type of activity. You must not attempt to gain unlawful access to any section or function of the Verticals Service, or to any other system or network connected to the Verticals Service or to a Verticals server, or to services offered by GOOMEIO, through hacking, password sniffing or any other unlawful means.

You must not attempt to probe, scan or test the vulnerability of the Verticals Service or of any network connected to the Verticals Service, or infringe any security or authentication measures implemented on the Website and Verticals Service or networks connected to the Verticals Service. You are not allowed to reverse look-up, trace or attempt to trace information about other Users of or Visitors to the Verticals Service or other Customers of GOOMEIO, including any Verticals account that you do not own or its source, or to use the Verticals Service or any services or information made available or offered on or via the Verticals Service, in any way whatsoever, in order to reveal any such information, including any personal identifying information or information other than your own information, as it appears on the Verticals Service.

You agree not to take any action that imposes an excessive or unreasonable load on the infrastructure of the Verticals Service, Website or GOOMEIO systems or networks, or of any system or network connected to the Verticals Service or to GOOMEIO.

You agree not to use any device, software or subroutine to interfere or attempt to interfere with the proper operation of the Verticals Service, or any transaction conducted on the Website and Verticals Service, or with any other person's use of the Verticals Service.

You must not attempt to forge headers or manipulate identifiers in any way whatsoever to disguise the origin of any message or transmission sent to GOOMEIO on or via the Verticals Service, or of any service offered on or via the Verticals Service. You must not pretend to be or to represent someone else, nor impersonate any other legal entity or individual.

You must not use the Verticals Service or its Content for any purpose that is unlawful or prohibited by these Terms and Conditions, or to encourage any illegal or other activity that infringes the rights of GOOMEIO or third parties.

Clause 6. User content obligations

Please remember that Users are solely responsible for the Content they post on the Internet, on the Verticalls Service and in their dedicated space. Under no circumstances shall GOOMEIO be considered responsible for the Content created by Users. Users undertake to ensure that their Content does not infringe the rights of third parties and in particular:

6.1 Manifestly unlawful content

Content published by the User must not incite hatred, violence, anorexia, the manufacture and use of explosives, suicide, racism, anti-Semitism, xenophobia, homophobia or glorify war crimes or crimes against humanity.

Content published by the User must in no way involve paedophilia or child pornography.

Content published by the User must not incite others to commit a crime, offence or act of terrorism or encourage suicide.

Content published by the User must not incite discrimination against any person or group of people because of their ethnicity, religion, race, sexual orientation or disability.

In the context of its obligations to fight against manifestly unlawful content, enacted by French Law of 21 January 2004 on confidence in the digital economy, GOOMEIO may be required to keep User connection data, particularly relating to Content exchanged via internal messaging systems.

6.2 Contentious content

The User undertakes to read the rules and limits relating to freedom of expression before any publication. Freedom of expression allows criticism and reporting of verified and proven information; it does not allow denigration and defamation. Any denigration, defamation or allegation of inaccurate or deliberately truncated information in order to change its meaning may lead to prosecution of the author.

Content published by the User must not infringe or be contrary to public order or good morals, or be likely to offend the sensibilities of minors.

Content published by the User must not be of a pornographic nature.

Content published by the User must not infringe the rights to reputation, privacy of third parties or image.

Content published by the User must not be, in the strict sense of the law, denigrating or defamatory.

Content published by the User must not damage the image or reputation of a brand or of any legal entity or individual.

Freedom of expression allows criticism as long as it is objective, well-founded and based on actual facts.

Content published by the User must not undermine the security or integrity of any state or territory.

Content published by the User must not allow third parties to obtain pirated software, software serial numbers or any software that may harm or infringe, in any way whatsoever, the rights or property of third parties.

Content published by the User must not infringe the intellectual property rights of any legal entity or individual whatsoever.

6.3 Image and intellectual property rights

Users of an online event expressly agree to the capture, use and distribution of their image through the recording of an online event or connection system.

Any dispute relating to the use that could be made of an intellectual property right or image right of a User for the distribution of an online event or connection system will be the sole responsibility of the User. GOOMEIO cannot in any way be held responsible for any infringement of image or intellectual property rights by one of its Users.

Clause 7. Intellectual property – Trademarks

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, illustrations and computer codes (collectively referred to as “Intellectual Content”), in particular the design, structure, selection, coordination, expression, appearance, usability, presentation and layout of this Intellectual Content, appearing on the Website and on the Verticals Service, is owned, controlled or licensed by or to GOOMEIO and is protected by all applicable legislation relating to intellectual property and unfair competition.

Except as expressly stated in these Terms and Conditions, no part of the Verticals Service, Website or any Intellectual Content may be copied, reproduced, modified, republished, uploaded, published, publicly displayed, encoded, translated, transmitted or distributed in any way (including by mirroring) to another computer, server, website or publication or distribution medium, or for any commercial enterprise whatsoever, without the prior written consent of GOOMEIO.

You may use information about GOOMEIO products and services purposely made available by GOOMEIO for downloading, provided that (1) you do not remove the copyright notices on copies of such documents, (2) you use this information for your own personal, non-commercial use and you do not copy or publish this information on any networked computer or distribute it on any media whatsoever, (3) you do not make any changes to this information, and (4) you do not make any commitments or warranties regarding the content of these documents.

Please remember that any Content produced by the User during an online event or in the connection system remains the property of the User and that there can be no transfer of ownership to GOOMEIO.

Clause 8. Liability and guarantees

GOOMEIO will make every effort to ensure the smooth operation of the Service and to provide you with the Service 24 hours a day, 7 days a week.

Nevertheless, GOOMEIO only has an obligation of means concerning access to and use of the Service. GOOMEIO cannot guarantee that the functions offered by the Service will always be available or be free from typographical, technical or other errors, that defects will be corrected or that the Services or the servers hosting it are free of viruses or bugs.

The Service may be temporarily interrupted by GOOMEIO for the purposes of maintenance, testing and repairs or for any other reason relating to the improvement and operation of the Service, and GOOMEIO cannot be held liable as a result.

Furthermore, GOOMEIO cannot be held responsible for the content of Users' websites or personal pages (User websites or personal blogs which are accessed within or outside the Verticals Service). Users accept and acknowledge that they are solely responsible for the information, text, images, videos, data, files and programs contained in their personal space or on their personal page.

Users cannot hold GOOMEIO liable for any loss, claim, dispute, damage or expense, including legal and defence costs, claimed by a third party or by another User because of their personal space or personal page.

GOOMEIO is bound by an obligation of means as part of these TCU and will under no circumstances be liable for any loss, prejudice or indirect damage of any nature whatsoever resulting from the management, use, operation, interruption or malfunction of the Service.

GOOMEIO cannot be held responsible for the content of external websites or for the way these sites are accessed. GOOMEIO does not endorse and is not responsible for the content, ideas, opinions, products or services sold on these external websites.

Users acknowledge that they are solely responsible for the hypertext links and Internet addresses that they include on their website or personal page, and will indemnify GOOMEIO, its subsidiaries, directors, agents and employees against any dispute or claim relating to these links.

GOOMEIO does not indemnify against and cannot be held responsible for the loss or alteration of files or data that Users transfer to their personal space on the Verticals Service.

Users agree to transfer their data and files under their sole responsibility and in full knowledge of the facts. It is the responsibility of Users to take any backup measures that they deem necessary.

Clause 9. Personal data

GOOMEO is required to collect and process certain personal data (“the Data”) about the User under the conditions set out in the Data Protection Policy. The Data Protection Policy and its contents form an integral part of these Terms and Conditions of Use.

GOOMEO therefore assures Users that their Data is collected and processed in compliance with the provisions of French Law no. 78-17 of 6 January 1978 on Data Protection as amended (hereinafter “the Data Protection Law”) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “Regulation”).

Users are invited to consult the Data Protection Policy for a more detailed explanation of the conditions for the collection and processing of User Data.

In accordance with the provisions of the French Data Protection Law and the Regulation, Users have the right to access, rectify or erase their Data and to restrict or object to its processing, the right to define guidelines for the retention, erasure and communication of their Data after their death, and the right to data portability.

Users can exercise their rights:

- Via their personal space
- By e-mail to privacy@goomeo.com
- By post for the attention of GOOMEO – Personal Data Management Department, 12 rue Bernard Lathière, 87000 Limoges, France.

Users may exercise their rights of access, rectification and erasure directly from their personal space, in accordance with the Data Protection Policy.

GOOMEO ensures that suitable technical protection measures are in place in accordance with the applicable legal and regulatory requirements.

GOOMEO will notify the competent authority (in France, CNIL [*Commission nationale de l'informatique et des libertés* – Data protection agency]) and/or the person involved, of any Data breaches covered by the Regulation.

Clause 10. Sanctions

In the event of a breach of one or more provisions of these Terms and Conditions, the Customer subscription agreement or any other document drawn up by GOOMEO, GOOMEO reserves the right to terminate or restrict without prior notice and at its sole discretion, your use of and access to the Verticals Service, your account and all other GOOMEO services.

Clause 11. Amendment

GOOMEO reserves the right to amend the TCU at any time.

Each amendment will take effect as soon as it is posted on the Website and on the Verticals Service. GOOMEO undertakes to inform Users of this in advance by e-mail or by posting it on the Website and on the Verticals Service. Users must accept the amendment in order to use the Verticals Service.

GOOMEO is free to add and remove features of the Verticals Service and/or to amend their characteristics and terms and conditions of use. It will inform Users of this in advance by e-mail or by posting it on the Website and on the Verticals Service.

Users may be required, when using the Verticals Service or via the Service, to use services or access content provided by third parties. GOOMEO declines all responsibility for these services and content, having no involvement with them; it is the third-party supplier of the service or content which is solely responsible to Users.

GOOMEO can in no event be held liable for any damage whatsoever arising from exchanges made outside the Verticals Service, even between Users.

Clause 12. Applicable law – Jurisdiction

Notwithstanding the country from which the User uses the Services, these TCU are exclusively governed by French law.

The French version prevails over any other version of the TCU.

Given the global dimension of the Internet, Users are reminded that they must also comply with applicable rules in the territory where they consult the Website or use Verticals Services.

Users are therefore reminded that it is their responsibility to check beforehand the legality of the actions they carry out on the Website and Verticals Services with regard to the laws and regulations in force in the territory where they carry out these actions and operations. In the event of a dispute or claim instigated by the User, GOOMEO or a third party relating to the use of the Service, only the version of these Terms and Conditions of Use accessible on the Website and on the Verticals Service shall be binding on the parties, regardless of the date of the disputed events.

GOOMEO and the User must carry out their obligations in utmost good faith. In the event of any dispute relating to the interpretation, validity and consequences of these Terms and Conditions, the User is asked to contact the help desk at the following address: [\[hello@verticals.eco\]](mailto:hello@verticals.eco)

Clause 13. California residents

This clause is only valid and legally binding if the User is a party to the GOOMEO Terms and Conditions of Use. This clause relating to the California Consumer Privacy Act of 2018 (the “CCPA”) applies to personal information (as defined in the CCPA) provided to GOOMEO by the User.

In light of this Act, we are providing this information to you as a service provider who will be processing your personal information (as defined in applicable law) to confirm that we have appropriate contractual terms and conditions in place. The term 'applicable law' refers to all laws, regulations, standards, regulatory guidelines and self-regulatory directives that may apply to the management of your Data. Applicable laws include, but are not limited to, the California Consumer Privacy Act (California Civil Code §1798.100 – 1798.199).

As a service provider, we will collect, retain, use, disclose and process your personal information only to fulfil our obligations to you under our agreement, for the operational purposes previously mentioned in the Data Protection Policy, to the exclusion of any other purpose.

We will not sell your personal information or disclose your personal information for commercial purposes.

We certify that we understand and will comply with the restrictions and obligations set out in California Civil Code § 1798.140(w)(2). In the event of any inconsistency or conflict between the terms and conditions of this clause and those of the TCU or the Data Protection Policy, the TCU or the Data Protection Policy will prevail with respect to the Data of individuals in the European Economic Area.

If you have any questions about the CCPA at GOOMEO or to exercise your rights in this respect, you can contact privacy@goomeo.com.