

Terms and conditions of sale (TCS)

Last updated 3 February 2021

Definitions

“The Company” or “GOOME0” or “We”: GOOME0 SAS (trade name “GOOME0”) with registered office at 12 rue Bernard Lathière, 87000 Limoges, FRANCE, intracommunity VAT number FR13523698215, operating the website verticals.eco (the “Website”) and the application app.verticals.eco (the “Application”).

“You” or the “Customer”: the entity (legal entity or individual) that has validly subscribed to Verticals Services and whose relationship is governed by these Terms and Conditions of Sale.

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

“Verticals Service”: all the services, functions and applications accessible via the Website and the Application provided by GOOME0, in particular, an online videoconferencing connection tool.

“User”: any User of the Verticals Service on a regular or occasional basis, as a Visitor to the Verticals Website, an Administrator/Manager or Participant.

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

“Administrators” or “Managers”: staff authorised by the Customer who create Accounts and manage payments.

“Account”: an individual account created for Users to access and use Verticals Services.

“Content”: any content posted or distributed on the Verticals Service by GOOME0, Users or a third party. This includes text, words, information, images, videos, sound, data or hyperlinks.

“Terms and Conditions of Use” or “TCU”: a contractually binding document governing the terms and conditions for use of Verticals Services by Users.

Clause 1 – Purpose

These terms and conditions govern the sale of services offered by 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 the application app.verticals.eco (the “Application”).

Clause 2 – Pricing

The prices of our products are stated in euros or dollars, all taxes included (VAT and other taxes applicable on the day of the order), according to the currency on the price list page, and excluding processing costs. All orders regardless of their origin are payable in euros or dollars according to the currency available at the time that the order is validated. Subscription to Verticals Services will be invoiced based on the rate in force at the time that the order is validated.

Our current pricing is available on the verticals.eco/pricing page.

GOOMEO reserves the right to modify its prices at any time and will inform Customers of any price changes in writing with at least 15 days' notice. If Customers refuse to accept the price change, they may terminate their subscription to the Verticals Service. If Customers do not object within the specified period, they will be deemed to have fully accepted the change in rates made by GOOMEO. Any price change will then be effective as of the next billing cycle.

Clause 3 – Orders, charges and payment

3.1 Orders

The Customer may order services using GOOMEO's valid order processes. All orders are subject to approval and verification by GOOMEO which may or may not accept them at its discretion. All information about the Customer sent by or on behalf of the Customer must be accurate, complete and up to date, and the Customer is responsible for keeping such information up to date.

Any subscription to a package or subscription to Verticals Services implies acceptance of these Terms and Conditions of Sale. Any order confirmation implies your full and complete acceptance of these Terms and Conditions of Sale, without exception or reservation.

All the data provided and the recorded confirmation will serve as proof of the transaction. The order confirmation will serve as the sign-off and acceptance of operations carried out. A summary of your order information and these Terms and Conditions of Sale will be sent to you when you subscribe to Verticals Services.

3.2 Charges and payment

The Customer is responsible for all charges that apply to the Services, which are due and payable as stated on the invoice and, unless mentioned otherwise in writing, each invoice is sent to the Customer at the start of the month for the previous period and is payable on receipt. The Customer agrees (i) to notify GOOME0 of any disputed charges within fifteen (15) days of the date of the invoice, (ii) to work in good faith to resolve any dispute promptly and (iii) to pay the charges within fifteen (15) days of resolution of the dispute.

The invoice can be paid:

- By bank card, in which case the Customer authorises GOOME0 (a) to take steps to ensure that the bank card number provided is valid and (b) to invoice said card, in accordance with the billing frequency specified on the order.

If applicable, GOOME0 reserves the right to terminate the contract immediately if at any time the Customer's payment information proves to be inaccurate or out of date. The Customer will be liable for overdraft charges or any other charges incurred as a result of GOOME0 using the Customer's billing information to process a payment. GOOME0 reserves the right to update the price of the Services at any time after the initial term.

In the event of late payment, GOOME0 may:

- Automatically suspend the Customer's access to Verticals Services, forty-eight (48) hours after written notification, sent by e-mail, reminding the Customer of the due date and the outstanding sums to be paid.

- Charge late payment interest on all sums due until full payment, the rate being three times the legal rate in force on the due date.
- Charge the flat-rate recovery indemnity provided for in Articles L441-6 and D441-5 of the French Commercial Code and, if applicable, any additional recovery costs incurred by GOOMEO.
- All this without prejudice to any damages and interest and to the possible termination of the contract as stated below.

3.3 Additional services

The Customer may order additional services at any time. Unless stated otherwise in the applicable order, any additional services ordered by the Customer after the effective date are subject to these Terms and Conditions of Sale and the applicable Terms and Conditions of Use (TCU).

3.4 Overdue accounts

GOOMEO reserves the right, at its discretion, (i) to suspend or terminate all or part of the Services for non-payment of undisputed charges, and (ii) to impose a fee to restore archived data from overdue accounts. The Customer agrees to reimburse GOOMEO for all reasonable costs and expenses incurred in recovering the outstanding amounts.

Clause 4 – Duration and termination

4.1 Duration

These Terms and Conditions of Sale govern the relationship between GOOMEO and the Customer for the entire duration of the Customer's subscription to Verticals Services from the time that the Customer accepts them.

Certain clauses in these Terms and Conditions of Sale will continue after the contractual relationship between GOOMEO and the Customer, in particular those relating to Intellectual property, Liability and guarantees, Personal data, Applicable law and jurisdiction, and Archiving.

4.2 PASS plan

The PASS package gives access to an event and can be used over a rolling period of one month from the date of purchase. The PASS plan cannot be refunded or cancelled.

4.3 PASS plan + (Basic, Premium or Platinum)

PASS+ subscriptions are payable monthly or yearly and are taken out for a contracted period of one year. PASS+ subscriptions can be cancelled at any time by the Customer by sending a letter or e-mail to Customer Services. Cancellation will take effect at the end of the current contracted period.

When Customers cancel their PASS+ subscription:

Cancellation will remove access to all PASS+ features at the end of the current contracted period.

There will be no refund of sums already paid and invoices issued by GOOMEIO before the contracted end date of the Customer's official cancellation must be paid in full.

4.4 Breach of obligations

In the event of a known breach of these obligations, GOOMEIO or the Customer may officially take any appropriate action and terminate their relationship by sending a registered letter with acknowledgement of receipt to the other party. If, within thirty (30) days, no action has been taken, GOOMEIO or the Customer may cancel the subscription. In this case, the Customer should contact Customer Services.

Clause 5 – Image and intellectual property rights

The Customer gives assurance to GOOMEIO that all prior authorisation has been obtained for the capture, use and distribution of the image of a User taking part in an online event, in particular with a view to re-broadcasting.

The Customer gives assurance to GOOMEO that it holds all rights allowing it to publish Content on line. As such, the Customer declares that it is the owner of all intellectual property rights relating to the Content that it publishes on line. The Customer guarantees in particular that the Content published on line does not constitute an infringement of a pre-existing work, and that it has respected and will respect the intellectual property rights of third parties, in particular copyright and rights over designs, patents and trademarks. In this respect, the Customer indemnifies GOOMEO against any action, complaint, claim or objection from any person citing an intellectual property right or an act of unfair and/or parasitic competition, or an infringement of image right which the distribution of the Content on line or the execution of these Terms and Conditions of Sale or the applicable TCU are said to infringe. Compensation and expenses of any kind incurred by GOOMEO, as well as all damages and interest awarded against it will be paid by the Customer.

Clause 6 – 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 GOOMEO and is protected by all applicable legislation relating to intellectual property and unfair competition.

Except as expressly stated in these Terms and Conditions of Sale, 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 GOOMEO.

You may use information about GOOMEO products and services purposely made available by GOOMEO 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 remains the property of the Customer and that there can be no transfer of ownership to GOOMEO.

Clause 7 – Liability and guarantees

GOOMEO 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, GOOMEO only has an obligation of means concerning access to and use of the Service. GOOMEO 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 GOOMEO for the purposes of maintenance, testing and repairs or for any other reason relating to the improvement and operation of the Service, and GOOMEO cannot be held liable as a result. GOOMEO itself will decide whether or not to give you compensation if the Service is interrupted.

GOOMEO will not be held liable in cases of *force majeure* provided for by law and as defined in case law of the French courts and tribunals, including the interruption, suspension, reduction or disruption of electricity or other supplies or any interruption to telecommunications networks.

Furthermore, GOOMEO 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 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 GOOMEO 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.

GOOMEO is bound by an obligation of means as part of these Terms and Conditions of Sale 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.

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

In accordance with the TCU freely accepted by them, Users are solely responsible for the hypertext links and Internet addresses included on their website or personal pages, and they indemnify GOOMEO, its subsidiaries, directors, agents and employees against any dispute or claim relating to these links.

GOOMEO 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 8 – Acceptance of the Terms and Conditions of Use

The Customer acknowledges that acceptance of these Terms and Conditions of Sale means that the Customer may authorise members of its staff to create Accounts and to give Users access to the Verticals Service. To this end, it undertakes to ensure that its staff members respect the Terms and Conditions of Use (TCU) of the Verticals Service (verticals.eco/terms).

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 Appendix to these Terms and Conditions of Sale relating to the protection of personal data (“the DPA”). In this context, GOOMEO is the Data Processor and the Customer is the Data Controller, pursuant to the General Data Protection Regulation (GDPR).

GOOMEO therefore assures Customers that User 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”).

For a more detailed explanation of the conditions for collecting and processing User Data, the User is asked to consult GOOMEO's and the Customer's Data Protection Policy.

In accordance with the provisions of the French Data Protection Law and the Regulation, GOOMEO ensures the Customer that a procedure is in place enabling Users to exercise their rights of access, rectification, erasure, restriction and portability, and to define guidelines for what happens to their Data after their death.

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

GOOMEO will notify the Customer as soon as possible 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 of Sale by the Customer or its Users, or of any other document drawn up by GOOMEO, GOOMEO reserves the right to terminate or restrict your use of and access to the Verticals Service, your Accounts and all other GOOMEO services, without prior notice and at its sole discretion.

Clause 11 – Special conditions

Every service may be subject to Special Conditions.

GOOMEO is free to add and remove features of the Verticals Service and/or to amend their characteristics, terms and conditions of use and other special conditions. 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 – Prevailing conditions

Additional terms and conditions may apply to purchases of goods or services and to specific sections or features of the Verticals Service, in particular competitions, promotions and other similar offers.

If there is any inconsistency between these Terms and Conditions of Sale and the conditions published for or applicable to a specific section of the Verticals Service or for a service offered on or via the Verticals Service, the latter conditions will prevail and govern the subscription to that specific service.

Where applicable, GOOMEO's obligations with respect to its products and services are governed solely by the agreements under which they have been defined, and nothing appearing on the Verticals Service may be interpreted in such a way as to modify these agreements.

GOOMEO may make changes to the products and services offered on the Website and on the Verticals Service, or to the prices of such products and services, at any time and without notice.

Clause 13 – Applicable law – Jurisdiction

Notwithstanding the country from which the Customer subscribes to Verticals Services, these Terms and Conditions of Sale are exclusively governed by French law.

The French version prevails over any other version of the Terms and Conditions of Sale.

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

If an amicable solution cannot be reached, any dispute that may arise between the parties regarding the set-up, execution, interpretation or termination/resolution of the contract will fall under the exclusive jurisdiction of the competent French courts, including in the event of emergency interim proceedings, petitions or multiple defendants.

GOOMEO and the Customer 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 of Sale, the Customer is asked to contact the help desk at the following address: [hello@verticals.eco]

Clause 14 - Archiving - Evidence

GOOMEO will archive invoices on a reliable and durable medium, constituting a true copy, in accordance with the provisions of Article 1348 of the French Civil Code.

GOOMEO's computerised records will be considered by all parties involved as proof of communications, orders, payments and transactions between the parties.