

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of the present General Terms and Conditions, the following terms and expressions have the meanings that are given to them below:

interacting: Collective intelligence Platform consisting of an information space, a design space, a space for animation and restitution of scenarios, and a collaboration space for exchanges.

Purchaser: any legal entity (private sector company, public establishment, non-profit, liberal profession, freelancer, self-employed person, consultant, trainer, etc...) or natural person (acting for their own account as an intermediary for a third party), seeking to acquire a scenario via the different **interacting** offers.

Users: all individuals associated with a scenario and able to access and publish contributions on the Collaboration Space, concerning the co-leader, the participant, the expert, the guest and any person external to the scenario invited to take part.

www.interacting.io: internet site of the **interacting** Collective Intelligence platform enabling access to the offers and to making purchases.

www.interacting.online: extranet site accessible using access codes, enabling the Client to access the **interacting** offers, having made an initial purchase at the www.interacting.io web site and on the scenarios production platform.

Offers: generic term combining the various **interacting** offers: Modular, Zen, Archiving and Reuse.

2. OBJECT

The present General Terms and Conditions are intended to define the contractual relations between the Purchaser and **interacting** and the conditions applicable to any purchase made via the www.interacting.io and www.interacting.online sites.

The act of purchasing via the aforementioned sites implies unreserved acceptance by the Purchaser of the present General Terms and Conditions and of the Charter for Use, of which the Purchaser acknowledges that they have been made aware, prior to the finalisation of their order.

The Purchaser, having been made aware of these presents, and adhering fully and entirely to the content of these General Terms and Conditions, certifies and attests:

- that they have full legal capacity enabling them to enter into an undertaking in respect of these General Terms and Conditions
- that they will not intervene professionally in a context liable to enter into competition, either directly or indirectly, with any of the activities developed by **interacting**.

interacting retains the option of modifying, at any time, these General Terms and Conditions, in order to comply with any new regulations, or with a view to improving the use of its sites. The conditions that are applicable shall be those that are in force on the date of the Purchaser's order.

3. OFFERS

The Offers appear on the www.interacting.io and www.interacting.online sites. **interacting** reserves the right to modify the Offers at any time. Each Offer is presented on the web site www.interacting.io, with the main functionalities.

Description of the Offers:

- **The Modular Offer** enables selection of the number of participants and time of the scenario, the number of sequences is defined. The Modular Offer enables subscription to the Scenario Archiving Offer, once it has been completed, and then for it to be reuse for subsequent use by making a new purchase. It is possible to add participants and time during a scenario. This offer entails no commitment and payment is on demand. The number of participants starts from 25 participants, the number of sequences is 50, and the duration from 1 to 12 months.
- **The Zen Offer** is a tailor-made Offer with an annual subscription. The time of a scenario is 12 months, for the contractual subscription year. **interacting** must be contacted by clicking on the “Contact Us” link via www.interacting.io and completing the form, or via www.interacting.online via “My Account” section. **interacting** will make contact with the potential Purchaser in order to establish a proposal in the form of a quotation. There is no tacit renewal of the subscription for the Zen Offer. Three months before the expiry date of the subscription taken out, an email is sent to the Purchaser, offering renewal of the subscription for an additional year. If there is no response (within a period of 8 days from receipt of the email) or renewal is declined, the Zen Offer will be closed off automatically upon the expiry date.
- **The Archiving Offer** enables the structure and content in a scenario to be preserved after closing off. A subscription for this offer is taken out for a number of months that is specified by the Purchaser and can be extended at any time. Archiving then enables reuse of the scenario for a new collaboration session.

4. RATES

The prices stated for the Offers are in euros (€) and exclusive of taxes.

For Metropolitan France and Corsica, prices take into account the VAT applicable on the date of the order. Any change in the rate of VAT may be reflected in the inclusive price of the Offers.

For French overseas territories and departments, specific VAT rate.

BtoB: For the countries of the European Community, prices are exclusive of taxes, if the Intra-community VAT number is entered at the time when the Client account is created. For countries outside the European Community, prices are exclusive of taxes.

BtoC: For the countries of the European Community, prices take into account the VAT of countries, applicable on the date of the order. For countries outside the European Community, prices are exclusive of taxes.

interacting reserves the right to modify its prices at any time, it being understood, however, that the prices appearing on the www.interacting.io and www.interacting.online sites on the date of the order shall be the only ones applicable to the Purchaser.

- **Modular Offer:** scenario from €75 excl. taxes per month.
- **Zen Offer:** “tailor-made” offer on quotation.
- **Archiving Offer:** from €50.00 excl. taxes per month.

5. CREATION OF THE ACCOUNT

Before finalising any order, the Purchaser must create an account at www.interacting.io, via a form: entering the company name and address, intra-community VAT number, mandatory for any BtoB invoicing (for the countries of the EU), contact and password.

Whenever visiting **interacting**, the Purchaser can consult, in “My Account” section, all of the information relating to their Client account (address and contact details, record of orders and invoices, change password, support contact).

If no purchase is made in the 12 months following the last scenario created, the account will be closed and all of the data relating to the Client account (address and contact details, record of orders, invoices) will be deleted.

6. ORDER AND METHODS OF PAYMENT

For the Modular Offer, **interacting** offers the Purchaser the option to place orders and pay in 4 stages:

- Purchase order with choice of Offers and configuration
- Order summary
- Creation of Client account for an initial order
- Payment for the order.

The Purchaser, having accepted the “General Terms and Conditions” and the “Charter for Use”, proceeds to the payment either by bank transfer or by SEPA direct debit. The Platform will be automatically accessible upon registration of the payment of the order.

An email confirming the purchase is sent to the Purchaser, with a summary of their order. By connecting on **interacting**, the Purchaser can retrieve their invoice via the “My Account” section and the purchased scenario(s) in “My scenarios” section.

For the Zen Offer, the annual payment is made by bank transfer. It is necessary to contact **interacting**. No bank details are given via the platform.

7. RESPONSIBILITY

The responsibility of **interacting** is only substantiated by an obligation of means, and cannot be directly or indirectly invoked, on any grounds whatsoever, for damages arising from the following events:

- an interruption in service of the **interacting** Platform caused by the behaviour or conduct of the Purchaser and/or Users,
- any incident and/or interruption in the service of the **interacting** Platform due to an occurrence of force majeure, an incident occurring on the Purchaser’s and/or User’s operator’s network, the incorrect functioning of the hardware equipment and/or software of the Purchaser and/or Users, or due to scheduled maintenance operations.

8. HOSTING, SECURITY OF DATA

The various **interacting** sites are hosted in France, in the DataCenter owned by SAS ADD-ON MULTIMEDIA, the owner of **interacting**. All data and contributions by Leaders and Users are secured and stored on servers belonging to **interacting**. Access to the different sites is available 24/7, except in the case of an instance of force majeure, or an event that is outside the control of **interacting**, and subject to any breakdowns and maintenance calls that are necessary for the proper functioning of the sites.

9. SUPPORT

The Purchaser has the option of contacting support via the **interacting** Platform, from their Client account, in the “Contact us” section. The **interacting** support team is at your disposal to respond to your questions by email.

10. MODERATION, UNSUBSCRIBING AND REPORTING

The **interacting.online platform** is a private, secure space, accessible using access codes. All of the contributions of scenarios can be moderated before publication, or afterwards, according to the choice made at the time the scenario was configured.

The Purchaser, at the time of leading the scenario, can review the contributions submitted by Users and delete them at any time, if they are contrary to that which is set out in the “Charter for Use”, or if they are considered not to be compliant with the spirit of the exchanges and user-friendliness of **interacting**.

The Purchaser may de-activate access for a User when a scenario is running, if they consider that their conduct does not comply with the “Charter for Use”.

Each User may, at any time, if an contribution infringes its rights, notify the Purchaser of the scenario, by contacting them using a private messaging system, or by contacting **interacting** directly, by clicking on the “report abuse” link.

When a report is made by a User, the platform support service will contact the Purchaser of the scenario. If the report reoccurs and nothing has been put in place to ensure that the scenario is run in an entirely user-friendly manner, **interacting** reserves the right to close off the scenario, or the account.

11. USER PROFILE, RETENTION OF DATA AND INPUTS

The Purchaser may configure the identity of the Users at the time of creating the scenario. By default, the last name and first name of the User are displayed. They may opt to display only the first name, initials of the last name and first name, or to choose anonymity.

The User can insert a photo to personalise their profile. This will be linked with their identity for each contribution submitted.

Users’ personal data (last name, first name, email address, photo) are collected and retained during the time the scenario is used by the User. At the end of the scenario, the personal data collected is deleted in its entirety from the servers.

By default, all Users’ contributions are deleted 5 days after the end of a scenario.

As a reminder, the Purchaser and Users are solely responsible for the distribution, via contributions, of their personal data, and in particular, of their access data for **interacting** and for the possible consequences of this distribution.



Similarly, **interacting** rejects all responsibility concerning the subjects covered in the scenarios, content, publications and contributions submitted by the Purchaser and Users on the Collaboration Space.

12. INTELLECTUAL PROPERTY

All of the elements of the www.interacting.io and www.interacting.online sites are, and remain, the exclusive intellectual property of **interacting**. No-one is authorised to reproduce, exploit or use, in any circumstances whatsoever, even in part, elements of the sites, whether in photo, logo, visual or text form.

13. DATA OF A PERSONAL NATURE

interacting undertakes to preserve the confidentiality of the information supplied by the Purchaser and by the Users. Collected information will in no case be shared with a third party. All information concerning the Purchaser and the Users is subject to the provisions of law no. 78-17 of 6 January 1978. In this regard, the internet user has a right of access, modification and deletion of information concerning them. They may request this at any time by sending us a message at the following address: accessright@interacting.io.

14. RESOLUTION OF DISPUTES

These General Terms and Conditions are subject to French law. For all disputes or litigation, the Court of Orléans shall have jurisdiction.