

GENERAL TERMS AND CONDITIONS OF SALES
MODJO
October 2020

1. Introduction

These General Terms and Conditions of Sales (hereinafter “T&C”) are applicable to commercial relations between the company RINGO SAS (trading under the name MODJO), a simplified joint stock company with a capital of 30,000 euros registered in the trade and companies register of Nanterre under number 879 606 283, and whose registered office is located at 59, avenue Sainte-Foy - 92200 Neuilly-sur-Seine, France (hereinafter “RINGO SAS”) and each of its Clients (hereinafter the “Client”) who uses the Service

These T&Cs define the rights and obligations of the parties for the provision and use of the Service.

Any use of the Service implies full and complete acceptance of these T&Cs.

These T&Cs and the Order Form, which you can consult at any time on the website www.modjo.ai, save, print and keep, prevail over all other clauses appearing in any other contract or document, except prior written consent of RINGO SAS. If such or such a clause of the T&Cs becomes inapplicable for any reason whatsoever, this clause will be modified to the strict minimum to become applicable.

RINGO SAS can be contacted for any questions or requests by using the contact forms made available on its website or by mail at the following address: RINGO SAS -59 avenue Sainte-Foy 92200 Neuilly-sur-Seine, France.

It is agreed that the language governing these T&Cs is the French language. The English version is a free translation made available only for informational purposes.

2. Definitions

The “Administrator” means any professional aged at least 18 years authorized by the Client or another Administrator to administer and manage a User Account.

The “Client” means the legal person who subscribes to the Service offered by RINGO SAS and is represented by a natural person having the power to contractually bind said legal person. The Client has the option of activating accounts for the benefit of several Users and of appointing one or more Administrators, for which the Client is and remains responsible.

The “Order Form” designates the Order form sent by RINGO SAS to the Client and specifying in particular the terms of supply of the Service chosen by the latter and the corresponding price, which must be sent by the Client to RINGO SAS dated and signed.

The “Service” means all the services offered by RINGO SAS and made available on the modjo.ai and app.modjo.ai websites, and in particular the Modjo commercial conversational analysis platform.

The “User Account” means the account created by the Client and assigned to the User for the use of the Service.

The “User” means any professional aged at least 18 years authorized to use the Service by the Client or a Client’s Administrator. The use of the Service by the User is carried out under the sole responsibility of the Client.

3. Description of the Service

Modjo is a commercial conversational intelligence platform that allows you to record, transcribe, analyze and share audio and video calls and online demonstrations from a sales team or other (support, technical, etc.), as well as all other information you provide (comments, etc.) on the said platform. A presentation of the Service and its functionalities is available on the website <https://www.modjo.ai>.

RINGO SAS grants the Client, in return for full acceptance of these T & Cs and payment of the Price, the right and permission to use the Service in accordance with the terms and for the period provided for in the Order Form.

As part of the use of the Service, RINGO SAS grants the Client access to the Service including the designation, addition or deletion of User Accounts or Administrators, and the possibility of configuring certain functionalities of the Service.

RINGO SAS makes reasonable efforts to maintain the maximum availability of the Service; RINGO SAS cannot, however, guarantee that the Service will operate uninterrupted and/or error-free, taking into account in particular, on the one hand, the conditions of its use by the Client and, on the other hand, the technical hazards related to the artificial intelligence and the internet.

RINGO SAS maintains the Service and makes its best technical efforts to schedule the downtime of the system necessary for proper operation during off-peak hours and to avoid Service interruptions and delays.

4. Subscription conditions

4.1. The Client has the option of benefiting from the Service by subscribing either (i) a non-binding offer of duration, or (ii) an offer with a renewable term commitment by tacit agreement for periods of twelve (12) months, where applicable with prepayment.

The duration of the Service and the corresponding price are indicated on the Order Form issued by RINGO SAS and accepted by the Client.

4.2. To subscribe to the Service, the Client must register online to get in touch with the sales department of RINGO SAS and then return the dated and signed Order Form.

The Client declares and guarantees that it has full legal capacity or has the authorization of the person authorized to engage the Client; it undertakes to justify its legal identity and capacity to act and to represent the Client at RINGO's first request, by producing supporting documents (such as k-bis extract, identity document, credentials, etc.).

The activation of the Client's account is at RINGO SAS' discretion, which notably reserves the right not to activate the Client's Account, for example in the event of doubt as to the identity or the capacity to commit the Client, inaccurate statements, refusal to provide the requested documents....

In the event of inaccurate statements by the Client during registration, and in the absence of regularization within 8 (eight) days after notification by any means (including email) from RINGO SAS, the latter may automatically terminate the Client's Account and the User/Administrator's Account(s) opened by the latter and thus put a definitive end to the provision of the Service. All sums paid by the Client will remain acquired by RINGO SAS, without prejudice to the Client's liability.

4.3. The Client can create one or more User Accounts.

The User must enter a personal and secure email and password, which constitute his identifiers allowing his access and use of the Service.

The User Account of each User can only be used by that User. Sharing and mutualized use of the User Account are not authorized.

All access and use of the Service by the Client or from its User Accounts are deemed to be made by the Client.

The Client is responsible for the conservation, confidentiality and use of the identification elements allowing access to the Service and to the User Accounts, and will be liable for any use of the Service made with these identifiers for which it is presumed to be responsible. It is the Client's responsibility to put in place the necessary measures to protect this data, it being specified that RINGO SAS recommends that the Client change passwords regularly.

If the Client has reason to believe that a person is using its identification elements or accounts, it must immediately inform RINGO SAS in order to obtain new codes, knowing that RINGO SAS cannot be held responsible in the event of disclosure to third parties of this data and the consequences of such disclosure.

Finally, the Client acknowledges that it is solely responsible for any damage that could result from use of the Service from its account or User Accounts.

4.4. The Client may at any time modify online its information and the parameters of its account and User Accounts.

The Client guarantees that the data it communicates is accurate and conforms to reality. It undertakes to update such data regularly and to inform RINGO SAS without delay in the event of any modification of the data communicated during its registration and, if necessary, to carry out such modifications.

5. Use of the Service - Recording function

5.1. General principles

The use of the Service and of its features and results is the sole responsibility of the Client.

The Client undertakes to use the Service in accordance with these T&Cs and in compliance with applicable regulations.

The Client and the Users undertake not to use any devices or software for the purpose of disrupting or attempting to disrupt the proper functioning of the Service, in particular by imposing a disproportionate load on the servers and infrastructures of RINGO SAS.

In the event that the responsibility of RINGO SAS is sought due to a breach by the Client of its legal obligations or under these T&Cs, the Client undertakes to guarantee RINGO SAS against any claim or conviction pronounced against it and to cover in particular all legal costs, indemnities and attorney's fees.

5.2. Technical limitations

The quality of the Service depends on the quality of the User's internet connection over which RINGO SAS has no control. RINGO SAS can in no way be held responsible in the event of a disruption of the Service resulting from a problem with the Internet connection of the Client or the User.

5.3. Recordings

RINGO SAS has no control over the content of the recordings made in the context of the use of the Service; the Client is sole responsible for said recordings, the conditions of their capture, their content and their use.

The Client can activate or deactivate the automatic recording solution incorporated by RINGO SAS and/or deactivate recording for each call.

In accordance with the applicable laws and regulations, the Client must inform its correspondents of the recording of their telephone conversation and of the fact that they can at any time object to such recording. The Client is also responsible for the processing of personal data related to said records and will be responsible for their compliance with the GDPR and the rights and obligations towards SACEM and/or SCPA.

If the call recording option is activated, recorded calls will be archived; RINGO SAS may under no circumstances be sought for these recordings, their content, their use and/or their archiving.

RINGO SAS guarantees the confidentiality of the files thus archived and undertakes not to disclose them to third parties, except in the event of a request from a legitimate authority.

In the event of termination of the call recording option and/or the Service, RINGO SAS will automatically delete all of the User's archived files. It is therefore the Client's responsibility, in such a case, to ensure that all of its files are downloaded beforehand.

6. Duration

The Contract is concluded for a fixed or indefinite period as provided for in the Order Form.

7. Price

The applicable Price is indicated on the Purchase Order signed by the Client.

The price depends on the number of User(s). The addition of any new User during the contract will result in an increase in the Price.

RINGO SAS reserves the right to modify its prices at any time.

Any reduction in prices may be carried out by RINGO SAS without delay or notice.

In the event of an increase in prices, these will be communicated to the Client at least one (1) month before their entry into force, by a message sent to its contact e-mail address. The continued use of the Service or the non-termination of the Service beyond this period of one (1) month after their entry into force will constitute for the Client an acceptance of the new prices.

8. Payment and invoicing

8.1. Payment means

The Service works in prepayment via the STRIPE (bank card payment solution) or GOCARDLESS (bank transfer payment solution) payment solutions.

When subscribing to the Service, the Client provides its bank details via the aforementioned payment solutions and authorizes RINGO SAS to automatically withdraw from its bank account the sums due in execution of the Service in accordance with these T&Cs and the Order Form.

RINGO SAS reserves the right to make payment by Credit Card or direct debit within 30 days as from the date of issue of its invoice.

Payment by monthly installment constitutes a simple mean of payment; the monthly payment will thus be the subject of an automatic debit on the anniversary date of the subscription of the Service, the Client being required to pay MODJO SAS the full Price.

The sums received by RINGO SAS are irretrievably acquired. They cannot be refunded.

In the event of the addition of Users, the corresponding subscriptions will be prorated until the next anniversary date of the initial subscription.

In the event of refusal of payment, the Client will be notified of the failure of the procedure by a message sent to its contact e-mail address. RINGO SAS reserves the right to suspend or terminate access to the Service if the Client has not regularized his payment within 24 hours after sending this message, without this in any way constituting prejudice to the Client.

The use of the STRIPE and GOCARDLESS payment solutions is subject to their own conditions of use, as well as to French regulations on the fight against money laundering and the financing of terrorism. The Client is informed and accepts that the information and data relating to the transaction carried out via these payment solutions can be transmitted to the competent authorities.

8.2. Invoices

Invoices are established monthly on the anniversary date of the subscription to the Service.

Invoicing is carried out according to the data systematically recorded by RINGO SAS. This data is proof of the use of the Service by the Client, and it is the Client's responsibility to inform RINGO SAS without delay of any change of address or bank details.

All invoices issued are due, even in the event of suspension of the Service by RINGO SAS following an unpaid amount by the Client.

RINGO SAS keeps the information concerning invoicing available to the Client. The Client can access its invoice in its Client area on the website www.modjo.ai

8.3. Late payment

In the event of late payment of one or more invoices, the Client will be liable for late payment penalties without a reminder being necessary.

The interest rate applicable in this case will be the half-yearly key rate of the European Central Bank in force on January 1 or July 1, increased by 10 points, without this rate being less than three times the legal interest rate.

A flat-rate compensation of € 40 will also be due for recovery costs, it being specified that RINGO SAS reserves the right to claim additional compensation in the event of recourse to a professional responsible for reminders, formal notices and, in general, for recovery of its invoices.

8.4. Dispute

In the event of a dispute regarding the sums invoiced by RINGO SAS for the use of the Service, the Client must notify by registered letter with acknowledgment of receipt within thirty (30) days of the date of issue of the invoice, indicating the invoice number to which the dispute relates.

The Client remains liable for payment pending an outcome. In the event of a reduction in the contested invoice, RINGO SAS will issue a credit note for the benefit of the Client which will be deducted from the following invoice after agreement between the parties.

9. Taxes

All prices indicated in these T&Cs or on the website www.modjo.ai are in Euros and without taxes or VAT.

10. Guarantee and liability

10.1. Guarantee

RINGO SAS is bound by an obligation of means with regard to the provision of the Service. RINGO SAS does not in particular guarantee that the Service and its results correspond to the Client's needs.

The Client hereby expressly acknowledges that it uses the Service at its own risk and that it is aware of the characteristics and functioning of the Internet network, as well as the limitations inherent to it.

The Client recognizes that the characteristics and constraints of the Internet do not always guarantee the security, availability and integrity of data transmissions over the Internet.

RINGO SAS does not guarantee the quality of the results obtained by or via the Service, nor the accuracy, nor the security of communications or transmissions, nor the possible alteration of the data transmitted by the Client, nor the accuracy of the information and results obtained by using Modjo.

RINGO SAS may not, under any circumstances, be held liable in the event of direct or indirect damage, in particular in the event of loss of time, turnover, loss or alteration of data on the part of the Client, related to the use of the Service or a malfunction thereof.

The Service may be temporarily interrupted for maintenance, updates or technical improvements, or to change the content and / or presentation.

As far as possible, RINGO SAS will inform the Client prior to a maintenance or update operation.

The Client renounces to seek the responsibility of RINGO SAS for the functioning and the exploitation of the Service and in particular in the event of momentary interruptions of the Service for the update of certain files, operational difficulties or momentary interruption of the independent Service.

The Client understands and hereby acknowledges that any material information or data downloaded or in any case obtained by using the Service are at its own risk and that it is solely responsible for any damage to its computer system or a loss of data resulting from such a problem. No information or

advice, whether oral or written, obtained by the Client from RINGO SAS or its team will create any additional guarantee.

10.2. Limitation of liability

Under no circumstances can RINGO SAS, its suppliers, employees or subcontractors be held responsible for an indirect incident, specific or consequential damage resulting from improper use or inexperience in using the Service or its results.

11. Changes and updates

RINGO SAS reserves the right to add, modify or remove features from the Service; RINGO SAS may also make any corrections it deems necessary for the Service.

The User must always use the latest version of the Service and cannot request access to previous versions.

RINGO reserves the right to change the method of use and these T&Cs at any time. The Client is informed of these changes by e-mail (sent to the e-mail address provided during its registration) and on the website www.modjo.ai.

All changes to these T&Cs will apply to all Clients, including those registered before the change.

It is agreed that the current contractual relations with RINGO SAS will automatically cease if the Client informs RINGO SAS of its refusal to comply with the revised version of the T&Cs; failing this and within eight (8) days from the date of posting of the revised T&Cs, the Client will be deemed to have accepted the terms of the revised T&Cs.

12. Guarantee and continuity of the Service

Incidents relating to the provision of the Service can be reported to RINGO SAS by email to: support@modjo.ai

RINGO SAS undertakes to do everything possible, with the possible assistance of the Client to deal with the incident as soon as possible.

13. Suspension for default of payment

In the event of rejection of payment by the bank, RINGO SAS will proceed to a second payment attempt at the end of a period of twenty-four (24) hours as from this rejection, and a third attempt, if applicable, after a period of forty-eight (48) hours from the second attempt.

In the event of rejection at the third attempt, RINGO SAS may either immediately suspend or terminate the Service, after having informed the Client by any means (including email).

Accounts suspended by RINGO SAS will not give the right to any reimbursement for the benefit of the Client.

The Service may be restored at RINGO SAS's discretion when the Client has paid all of the pending invoices.

It is expressly indicated that unpaid invoices remain due and that RINGO SAS reserves the right to proceed with the forced recovery of its unpaid invoices.

No claim for compensation will be accepted in the event of temporary or permanent deactivation of the Service for the reasons provided for in these T&Cs.

14. Termination

14.1. At the initiative of the Client:

- Offer without commitment of duration or in prepayment for 12 months:

The Client can terminate the contract up to the day before the anniversary date of its subscription from its online Client area or by registered letter with acknowledgment of receipt.

The Client can also terminate, at any time, the User accounts of its choice on its online Client area, without being able to claim any reimbursement from RINGO SAS.

- Offer with time commitment:

In the event of subscription to an offer with a term commitment, the Client has the option of terminating its commitment by registered letter with acknowledgment of receipt sent at least three (3) months before the end of the initial period or its renewal, at the following address: RINGO SAS - - 59 avenue Saint Foy - 92200 Neuilly-sur-Seine, France.

In the event of early termination not in accordance with these T&Cs, the Client will owe early termination indemnities to RINGO SAS, the amount of which will be equal to the average of the amounts of the last three invoices (or failing that, the amount of the last invoice). This amount will be multiplied by the number of months remaining until the end of the Client's initial commitment period.

The same will apply in the event of termination of the Service at the initiative of RINGO SAS due to an unpaid invoice.

14.2. At the initiative of RINGO SAS:

RINGO SAS reserves the right to block access to a Client's account and to terminate the contract without delay if it considers that the Client does not comply with these T&Cs or that it is using the Service in a manner detrimental to it or to third parties.

RINGO SAS may terminate, without reasons and by sending an email, (i) offers without commitment or in prepayment over 12 months subject to compliance with a notice period of one (1) month days and (ii) offers with a period of commitment subject to compliance with a three (3) month notice period.

RINGO SAS will reimburse the Client, if applicable, for the price of the subscription already paid in proportion to the remaining period, without any other compensation or repair of any kind for the benefit of the Client.

15. Intellectual property

These T&Cs and the use of the Service do not imply any assignment or transfer to the benefit of the Client of the intellectual property rights of RINGO SAS on the Service and, more generally, on all the elements and content constituting Modjo.

Any unauthorized reproduction or use by the Client of all or part of the Service and its components (content, algorithms, source codes, logos, etc.) without RINGO SAS's authorization would constitute an act of infringement and be prosecuted before the civil or criminal courts.

In return for payment of the Price, the Client is however authorized, under an exclusive, free and unlimited license, to use the results of the use of the Service, and in particular the analyzes and results resulting from the exploitation of the records.

16. GDPR - Promotional communications

In the context of the use of the site and the provision of the Service, Modjo is required to collect and process certain personal data relating to the Client or provided by the Client.

RINGO SAS acts as data controller within the meaning of the GDPR with regard to the processing of personal data carried out by it in the context of its direct contractual relationship with the Client, and in particular for the collection and processing of data identifying the Client or its employees or agents and useful for the providing and invoicing of the Service.

RINGO SAS acts as a subcontractor within the meaning of the GDPR with regard to the processing of personal data carried out by it at the request and on behalf of the Client as part of the latter's use of the Service.

For more information on the use of personal data, please refer to Modjo's Privacy Policy made available on www.modjo.ai/confidentialite and, where applicable, to the applicable DPA.

The Client accepts that RINGO SAS can send it information relating to the operation and developments of the Service. The Client accepts that RINGO SAS can send information for promotional purposes, by emails or via a newsletter. At any time, the Client may ask RINGO SAS to no longer receive information for promotional purposes. The withdrawal request can be made by email or by simply clicking on a link contained in the message.

The Client authorizes RINGO SAS to use its name and/or logo free of charge as a commercial reference throughout the duration of the contract, in particular on www.modjo.ai

17. Confidentiality

The parties guarantee the confidentiality of the provisions of this contract and of any information of any nature whatsoever, written or oral, of which they have or will be aware within the framework of the contract and refrain from communicating them to third parties.

The parties undertake to use confidential information only for the purposes of performing the contract.

This confidentiality commitment will remain valid for a period of three (3) years after the termination for any reason whatsoever of the contract.

18. Force majeure

RINGO SAS and the Client will not be deemed to be in default in cases where the non-performance of their contractual obligations results from a case of force majeure (act of God).

Expressly, are considered as cases of force majeure under these terms, in addition to those provided for in Article 1218 of the Civil Code, exceptional bad weather, acts or omissions of a public authority (including changes to any regulations applicable to the provision of the Service), rebellions, insurrections, riots, war strikes (with or without notice, whether they take place at the Client's, RINGO SAS or one of its subcontractors or suppliers), sabotage, theft, acts of vandalism, explosions, fires, lightning, floods and other natural disasters, failures of a third-party operator, acts of third parties, exceptional disturbances of electrical origin on the networks, exceptional disturbances and breakdowns of telecommunications networks or the Internet, withdrawal of authorization to establish and/or operate said networks.

In the event of an event of force majeure:

- the obligations of the Party invoking them are suspended without the latter's liability being sought, even in the event of loss, damage, delay, non-performance or partial performance resulting directly or indirectly from force majeure event;
- each party takes reasonable measures to minimize disruption caused by force majeure.

If a case of force majeure prevents one or the parties from performing an essential obligation under the contract for a period of more than thirty (30) days, each of the parties may automatically terminate the contract by recorded delivery, without compensation to the benefit of either party.

19. Assignment of contract

RINGO SAS has the right to assign this contract concluded with the Client, in particular in the event of assignment or transfer of all or part of its activity and/or its assets.

The Client must obtain the prior written consent of RINGO SAS in order to be able to assign or transfer this contract, including intra-group.

20. Entire contract - Independence of clauses

These T&Cs constitute the entire agreement between the parties and replace or cancel all previous discussions, negotiations, proposals and agreements between the parties relating to the same subject.

If one of the stipulations of these T & Cs prove to be null, invalid or not applicable, the other stipulations will remain valid and unchanged and will continue to apply in full.

21. Applicable law - Dispute

The contractual relationship between RINGO SAS and the Client is governed by French law.

In the absence of an amicable settlement, any dispute relating to the existence, validity, interpretation, execution and/or termination of these T&CS will be submitted to the Paris Commercial Court, even in the event of summary proceedings, appeal as a guarantee or a plurality of defendants.