

Terms and Conditions

1. DEFINITIONS

"Anomaly": non-conformity of the Platform which prevents the performance of essential functionalities.

"Brick": extract or entirety of a Presentation categorized into a container that can be activated by the Client (checkbox).

"Customer": individual or legal entity as to whom the contact details are indicated in the Order Form.

"Access Code": an identifier and a confidential password, which is unique and personal, permitting access to the Platform, communicated to the Customer by BRICKS.AI.

"Contract": these General Conditions as supplemented by the order form and if applicable, the specific conditions. The commercial offer shall not form part of the Contract.

"Personal Data": any information relating to a natural person who is or can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to them.

"Business Hours": hours the offices of BRICKS.AI are open, from Monday to Friday 9.00 am to 12.00 pm and 2.00 pm to 6.00 pm, excluding bank and public holidays.

"Presentation": office document with a ".pptx" or ".docx" file format.

"Platform": technical solution accessible at the address www.bricks.ai (or at any other address indicated by BRICKS.AI) which allows to provide the Service to the Customer.

"Service": service rendered by BRICKS.AI allowing the Customer to assemble a personalized Presentation from Bricks and Variables, using the Platform.

"Variable": text or image content connected to the Platform.

2. PURPOSE

The purpose of the Contract is to define the respective rights and obligations of the parties with respect to the furnishing and utilization of the Service.

3. ENTRY INTO FORCE – TERM

The Contract shall enter into force as of the signature of the purchase order by the Customer, unless a date of start of subscription is specifically mentioned into the Contract.

The subscription is contracted by the client for the duration mentioned in the purchase order. It shall be subject to automatic renewal for an identical period, unless terminated by either of the parties, pursuant to notice given at least 1 month prior to the date of renewal, sent by registered letter, return receipt requested.

4. ACCESS TO THE PLATFORM AND DESCRIPTION OF THE SERVICE

The Customer may, by using the Access Code, have access to the Platform 24 hours out of 24 and 7 days a week, subject to suspension of access by BRICKS.AI in conformity with the section Maintenance and suspension of access.

The Platform allows the Client to generate personalized Presentations via the aggregation of individual Bricks that are configured and selected by the Client.

The Client entitles BRICKS.AI to create accounts and use identifiers for the Client in order to configure and support its usage of the Platform.

5. OBLIGATIONS OF THE PARTIES

5.1 BRICKS.AI shall put in place the organizational resources, both human and equipmental, that are appropriate for furnishing the service in conformity with the undertakings given hereunder.

The essential obligation of BRICKS.AI is to allow the Client to aggregate personalized Presentations via the Bricks and Variables the Client has configured.

5.2 It is incumbent upon the Customer, as a user on a professional basis:

- to ensure that it has the necessary skills to use the Platform;
- to verify the adequacy of the Platform in its technical and application environment in particular in terms of configuration permitting access and use of the Platform;
- to maintain active and regular cooperation and to provide BRICKS.AI as soon as possible with all information necessary for the furnishing of the Service;
- to have accomplished any diligence to ensure that the Platform properly corresponds to its requirements and that the specifications of the Platform are in conformity with its expectations.

It has an obligation of safekeeping for the Access Code and must use it exclusively in conformity with the Contract. In the event of loss presenting a risk of abuse of the Access Code, the Customer shall so inform BRICKS.AI as soon as possible by fax or e-mail in order to permit it to deactivate the Access Code within a period of two (2) business days. Any use of the Platform through the Access Code is presumed to have been made by the Customer.

6. LIABILITY

BRICKS.AI is subject to a best efforts obligation and undertakes to perform the obligations incumbent upon it in conformity herewith. In the event of non-performance hereof imputable to a fault by BRICKS.AI, its liability shall be expressly limited, all damages and events included, to the amount effectively cashed by BRICKS.AI in application hereof over the last twelve months.

BRICKS.AI shall not have any liability for any indirect losses such as loss of profits, commercial or financial injury, increase in general and administrative expenses, consequences of recourse to third parties or losses having their origin in the Contract even if BRICKS.AI has been previously so advised.

It is expressly agreed between the Parties that BRICKS.AI cannot be held liable (i) in the event of temporary or total unavailability of total or partial access to the Platform for the reasons set forth in the paragraph in article 7, or (ii) in the event of problems tied to the response time or, more generally, for any defect in performance whatsoever.

The Customer shall be solely responsible for the content of the Presentations that it publishes online.

7. MAINTENANCE AND WARRANTY

7.1 BRICKS.AI, subject, except in the case of emergencies, to having so informed the Customer previously, reserves the right to interrupt access to the Platform, in order to ensure the maintenance of the equipment, software, database links and/or hosting infrastructures, it being specified that BRICKS.AI shall try to limit the duration of such interruptions; and to plan them, to the extent possible, outside of Business Hours.

In the event of an Anomaly, the Customer recognizes and accepts that a temporary workaround solution may involve a loss of functions.

BRICKS.AI reserves the option of changing the Platform in order to improve it.

7.2 Exclusions from warranty

The warranty shall not apply when the Anomalies result from the actions of the Customer, and in particular, in the event of a defect in remote access or an Anomaly generated by the equipment and software of the Customer, the electronic communication networks, the actions of third parties, or an event of *force majeure*.

8. DEVELOPMENT OF THE PLATFORM

The characteristics of the Platform may be modified without prior notice as a function of the changes in techniques and services accessible by the Internet, without additional cost payable by the Customer nor material degradation in performance.

9. PRICES AND INVOICING

The Customer concludes a Subscription Contract, the terms of which are specified in Article 3, at the price agreed between the parties.

The prices are subject to change, in which event BRICKS.AI agrees to previously inform the Customer at a minimum of at least one (1) month prior to the effective date. In the event of an increase in the price of the Service, the Customer may terminate the Contract by registered letter, return receipt requested, within a period of one month following such information. Silence on the part of the Customer shall be deemed acceptance of the new tariffs.

The invoices issued from the first use of the Service by the Customer shall be payable within a period of 30 days from the date of the invoice. Late payment penalties are due the day after the date for payment in an amount equal to the interest rate applied by the European Central Bank in its most recent refinancing operation (i.e. currently 4.25%), increased by 10 points.

10. RIGHT OF USE

No right of ownership is granted to the Customer as to the Platform, which shall remain the exclusive property of BRICKS.AI and/or its successors in interest, the Customer uniquely benefiting from a limited right of utilization in conformity with the provisions hereof. In consequence, the Customer is prohibited from any action and any act capable of directly or indirectly infringing the intellectual property rights of BRICKS.AI, and more generally the marks associated with the Service.

11. FORCE MAJEURE

In the first instance, events of force majeure shall suspend the performance hereof. If the event of force majeure lasts for a period greater than three months, this contract shall be automatically terminated, unless the parties agree otherwise. Any event which is irresistible for the obligor of the obligation shall be deemed an event of force majeure, such as total or partial strikes, internal or external to the business, lock-out, service interruption on the part of the hosts of the Platform, bad weather, epidemics, absence of transportation or supply resources for any reason whatsoever, earthquakes, fire, storms, floods or water damage preventing the normal performance hereof.

12. CONFIDENTIALITY

The Customer shall remain the owner of all of the data and information transmitted or stored by it within the scope hereof, including that which has been processed by BRICKS.AI.

All of the information communicated between the parties at the time of the formation and performance of the Contract shall be strictly confidential. Thus BRICKS.AI shall be prohibited from communicating, at its own initiative and outside the scope hereof, the Customer data to a third party without the prior written consent of the Customer.

13. DATA PROTECTION

Acting as a data controller with the meaning given under the General Data Protection Regulations (Regulation (EU) 2016/679 (the 'GDPR')), the Client shall commit to process Personal data in accordance with the requirements set out under the GDPR. In particular, it is the responsibility of the Customer to ensure that the individuals whose data are processed by the Customer are duly informed of the nature of the processing of their Personal Data, and when necessary the Customer obtains their prior consent.

14. MISCELLANEOUS

Back-up: BRICKS.AI shall perform each week a back-up of the database and customer files outside of Business Hours; such back-up shall be replaced the following week.

Commercial references: BRICKS.AI may use the Customer's business name or any other distinctive sign belonging to it as a commercial reference.

Entire Agreement: The Contract expresses the entire agreement between the parties. The commercial documentation of BRICKS.AI shall be excluded from the Contract.

Limitation on Actions: All legal proceedings between the parties must be commenced, unless public policy provides otherwise, within a period of two years of the first claim tied to the legal proceedings.

15. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

This Contract is governed by French law, both as to substance and form, notwithstanding the places of performance of the material or ancillary obligations.

In the event of dispute, jurisdiction is expressly attributed to the Commercial Court of Paris, notwithstanding plurality of defendants or impleader, even for emergency measures or protective measures, by summary proceeding or by petition.