

## BISTRIM TERMS OF SERVICE AGREEMENT

By clicking on the "Accept" button, you are agreeing to these terms.

This document describes information about your rights and obligations in connection with the use of BISTRIM services and products. Please read them carefully.

### 1. DEFINITIONS

**"BISTRIM Services"**: means all online services, products, software, and tools provided by BISTRIM and that Customer uses from his applications including without limitation:

- All available components of the Cloud Platform (Presence engine, Signalisation engine...),
- Development tools (Javascript library, Android SDK and/or IOS SDK)
- All sample software code.

**"The Service"**: BISTRIM Services

**"You"**: means the individual or entity that integrates BISTRIM Services into its application and accepted the conditions of this Agreement.

**"Your application"**: means Web or mobile applications that integrates BISTRIM Services

**"Customer"**: means the person who has been created a developer account on the BISTRIM's website

### 2. BISTRIM SERVICES

This Service Agreement governs your use of BISTRIM Services.

We reserve the right to change, modify, or update the Platform at any time in our sole discretion, with or without notice, even if the consequences impose additional limitations on the Service or to change, modify or update the fees charged for all or a portion of the Service. We also have the right to change, modify or update the Terms at any time.

You agree that BISTRIM has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service.

### 3. DEVELOPER ACCOUNT

You agree that all information you submit when you created your developer account are accurate and that you will keep them current. It is your responsibility to maintain the confidentiality of your developer account password, and you are responsible for any activities that occur in your developer account.

Once you created a developer account, BISTRIM can use the name and logo of your company as customer of BISTRIM Services in all supports of communication.

#### **4. LICENSE**

Under the conditions that you agree with this Service Agreement and with the payment requirements for the Services, BISTRİ grants you a limited, revocable, non transferable, non-sub-licensable, revocable license to use the Service in order to display, interface and implement it into your application. A fair usage policy of BISTRİ Services applies whatever the plan free or paid chosen.

You agree to provide your personal information in order to provide you an API (Application Programming Interface) key.

You agree not to remove, obscure, or alter any BISTRİ copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the BISTRİ service.

When users interact with the Service, BISTRİ receives and stores certain personally non-identifiable information as well as aggregated user information and statistics, such as number of unique users, number of sessions and total minutes streamed. BISTRİ uses the foregoing information to provide, improve, market and enhance its products and services and for other lawful business purposes.

#### **4. OBLIGATIONS**

a) If you are an individual and are entering into this Agreement on behalf of an entity or if you represent a company, you warrant that you are at least eighteen (18) years of age and you have full rights power and authority to enter into a valid and binding legal agreement to all of the terms and conditions of this Agreement.

b) You will not sell, transfer, assign, rent, lease, or sublicense BISTRİ's code or the Service to anyone.

c) You may not nor allow any third parties to, copy, reverse engineer, decompile or disassemble BISTRİ's code or the Service, or build alternative methods to access the Service other than as provided by BISTRİ.

d) You agree to update code (APIs, SDKs and samples) provided by BISTRİ in connection with modifications to the Service or Platform in a reasonable time after BISTRİ makes them available.

e) You will not obscure or cover any element technical or graphic of the Service or otherwise interfere with the operation of the Service.

f) These Terms do not entitle you to any specific support for the Service out of the standard support that BISTRİ could propose, unless you make separate arrangements with BISTRİ and pay all fees associated with such support (if any).

#### **5. FAIR USE POLICY**

In order to ensure that we can provide a fast and reliable service to all our customers we operate a Fair Use Policy.

BISTRİ may rely on the Fair Use Policy where your usage of BISTRİ Services is unreasonable. It is an unreasonable use of BISTRİ Services where your use reasonably considered by BISTRİ to be fraudulent or to adversely affect the BISTRİ platform or other BISTRİ customers' use of or access to the BISTRİ Services.

Where you are in breach of this Fair Use Policy, BISTRI may contact you to discuss changing your usage so that it conforms to this Fair Use Policy. If, after BISTRI has contacted you, your unreasonable use continues, BISTRI may, without further notice to you:

- a) Suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary and/or
- b) Terminate your agreement in accordance with the article 12.

## **6. FREE TRIALS**

a) We reserve the right to limit the number of free trials per account and take actions to prevent abuse.

b) You must agree to these Terms in order to be eligible for a free trial.

c) During the free trial, you are authorized to access and use the Service solely to the extent allowed by BISTRI. BISTRI is not obligated in any way to provide customer support or technical assistance to you during your free trial. BISTRI may change the conditions of the free trial, may integrate advertising or discontinue it entirely at any time with or without notice.

e) During the free trial, you may use the Service for applications on private domain for tests, internal demonstration purposes only. BISTRI expressly prohibits you from deploying the Service on any public or privately-facing website or mobile application for any commercial purpose during the free trial including without limitation (i) for the purpose of generating advertising revenue directly or indirectly from the Service, (ii) as part of a paid service of any kind, (iv) to provide any form of paid or unpaid support to your customers or users, or (v) as part of any brand, product, or service promotion or communication activity of any kind. BISTRI reserves the right at any time to terminate your free trial and suspend your API key should it determine in its sole discretion that your free trial is a Live Deployment.

## **7. FEES**

a) To the extent the Services or any portion thereof are made available for any fee, you agree to pay all applicable fees that BISTRI will request. BISTRI may increase or add new fees for any existing Service or new Service feature by giving you notice. All fees payable by you are exclusive of any taxes (including without limitation state, local and foreign taxes) and you agree to bear and be responsible for the payment of all such Additional Charges.

b) We may specify the manner in which you will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All amounts payable by you under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required.

c) BISTRI monthly or annual subscriptions auto-renew. If you want to cancel your renewal you must request to BISTRI's support at least 5 open days (from Monday to Friday) before your monthly renewal date for monthly subscriptions and 1 (one) month for annual renewal before your annual renewal date. In the event of the termination, all licenses granted under this Agreement shall terminate automatically.

d) Payment is due for any initiated subscription period. They are non-cancellable and fees paid are non-refundable.

## **8. PROHIBITED WEBSITES AND CONTENT**

You are solely responsible for all content, services and advertising available through your application. You may not incorporate or use the Service in connection with your application if your application or any of the content, services or advertising (or if your use of the Service otherwise) falls within any description below:

a) Uses the SERVICE in, or to develop, a product or service that competes with products or services offered by BISTRİ;

b) Promotes, encourages or facilitates any illegal activity, violates the law or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality);

c) Constitutes, promotes or is used for the purpose of dealing in: spyware, adware, or other malicious programs or code; stolen products or items used for theft; fireworks, explosives, or hazardous materials; or weapons.

If you are unsure whether your application meets any description above, please email us at [contact@bistri.com](mailto:contact@bistri.com) so we can discuss whether your proposed use is acceptable.

## **9. YOUR COMPLIANCE OBLIGATIONS**

a) Data Disclosure. Without limiting your obligations under these Terms, you will not disclose any user data that you derive from any user's usage of the Service (including without limitation chat logs, registration information, contact information or IP addresses) other than in compliance with your privacy policy and all applicable legal requirements.

b) You acknowledge that you are solely responsible for monitoring and controlling abusive or inappropriate behaviour in the Service in connection with your application. You will regularly monitor and respond to reports of abuse, including by terminating user accounts where appropriate. You will also ensure that your application that implement the Service is at all times subject to terms and conditions binding on all users that are no less protective of BISTRİ Services (and no less restrictive) than these Terms.

c) Content. You are solely responsible for all information, data, text, communications, videos, music, sound, photos, messages or other materials ("content") that you or any of your application users upload, store, post, publish, display or otherwise transmit or use (hereinafter, "post") in connection with the Service. BISTRİ reserves the right to investigate and take appropriate legal action against anyone who, in BISTRİ's sole discretion, violates these Terms, including without limitation, removing an illegal or inappropriate content (e.g. unlawful, harassing, tortious, defamatory, pornographic, libellous or invasive of another's privacy from the Service), suspending or terminating the access of such violators and reporting you to the law enforcement authorities.

d) You do not have a right to pose or create a privacy or security risk to any person; infringes any intellectual property or other proprietary rights of any party; contains software viruses or any other computer code, files or programs that reduces the quality of the Service; or in the sole judgment of BISTRİ, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose BISTRİ or its Service users to any harm or liability of any type.

## **10. SECURITY**

a) Contact and Cooperation. You must be reachable during reasonable business hours for security questions or concerns through the contact information that you provided upon requesting your application key.

b) Your Network. You will ensure that all networks, computer and operating systems, software and other systems used to operate your application employ security measures to prevent unauthorized access to or use of any user data and the Service. You must promptly report any security deficiencies in or intrusions to your systems to BISTRl at [contact@bistril.com](mailto:contact@bistril.com).

c) Disclaimer. You understand that the operation of the Service, including your (or your users') content, may be unencrypted and involve (i) transmissions over various networks; (ii) changes to conform and adapt to technical requirements of connecting networks or devices and (iii) transmission to BISTRl's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of your content. BISTRl will have no liability for any unauthorized access or use of any content. You further acknowledge and agree that BISTRl may preserve content and may also disclose content if required to do so by law.

d) In addition to our rights to terminate or suspend Services to you as described in Section 11 below, you acknowledge that: (i) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; or (c) in the event that we determine that any Service is prohibited by applicable law.

## **11. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that: (a) you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute any content or data on your application or that is used or incorporated with the Service, and that neither your application nor any related content violate the rights of any third party (e.g. copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including but not limited to any export, re-export, or import laws and the laws of any country in which your content or service is made available; (b) you have all necessary rights and authorizations to agree to these Terms and to use the Service as contemplated by these Terms; and (c) your agreement and compliance with these Terms and use of the Service will not violate any law, regulation or contractual obligation.

## **12. TERM**

(a) You may terminate the use of the service at any time, for any or no reason, by requesting to delete your account and disabling your application's access of the Service.

(b) We reserve the right to suspend or terminate your right and license to access or use any or all of the Service or terminate these Terms in their entirety (and, accordingly, your right to use the Service) at any time, for any or no reason by providing you thirty (30) days' advance notice in accordance with the notice provisions set forth in Section 14 below.

(c) In addition, we may suspend your right and license to access and use the Platform and the Service or terminate these Terms in their entirety (and, accordingly, your right to use the Service), if you don't respect your obligations (Section 7 and 8).

(d) We reserve the right to suspend immediately and without notice if you are in default of any payment obligation with respect to any of the Services or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism or if you don't respect the fair usage policy.

## **13. WARRANTIES**

BISTRi's Services are provided "as is" and "as available" with no warranty. Your uses of BISTRi's Services are at your own discretion and risk, and you will be solely responsible for any damage that results from their use.

## **14. GENERAL INFORMATION**

These Terms govern your use of the Service and constitute the entire agreement between you and BISTRi regarding the subject matter hereof. These Terms supersede any prior agreements between you and BISTRi relating to your use of the Service (including, but not limited to, any prior versions of these Terms). The failure of BISTRi to exercise or enforce any right or provision of these Terms does not constitute a waiver of that right or provision, and a waiver of any default is not a waiver of any other default. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intentions as reflected in the provision, and so that the other provisions of the Terms remain in full force and effect. All headings in the Terms are for convenience only and have no legal or contractual effect. The Terms are personal to you and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving you) without BISTRi's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. BISTRi expressly reserves and shall have the right to assign the Terms and to delegate any of its obligations hereunder.

## **15. NOTICES**

We may send you any notices, including those regarding changes to these Terms, to the email address you provided when you requested your API key or through any other reasonable means. Any notices to BISTRi must be sent to BISTRi, 55, Rue La Boetie 75008 PARIS

**16. GOVERNING LAW**

These Terms shall be governed by the internal laws of France, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Paris, France to resolve any disputes arising under these Terms.