

Terms and Conditions of Use

1. About us

VIVOKA, simplified stock company, with a capital of 103,400 euros, whose registered office is located in METZ (57000) at 5 rue du Pré Chaudron, registered in the METZ Trade and Companies Register under number 814 707 717, represented by Mr William SIMONIN (hereinafter the "Company"). The Company offers the following services: all activities related to the integration, distribution and design of voice assistants and/or solutions enabling voice interaction between human and machine in the same way as any other solution related to the field of voice technologies.

2. Preamble

The Company invites its Users to carefully read these General Terms and Conditions of Use (hereinafter the "GTCU"). The GTCU apply to all Services provided by the Company to its Clients of the same category, regardless of the clauses that may be included in the Client's documents and in particular its general terms and conditions of purchase.

The Terms and Conditions are systematically communicated to the Client upon request and are also available online at any time.

The Customer is required to read the Terms and Conditions when browsing the site.

In the event of a subsequent modification of the Terms and Conditions, the Customer is subject to the version in force on the day of his last browsing on the Site.

3. Deefinitions

"General Terms and Conditions of Use" or **"GTCU"** refers to these online general terms and conditions of use;

"Consumer" refers to the buyer: a natural person who is not acting for professional needs and/or outside his professional activity;

"Professional" refers to the buyer: a legal or natural person who is acting within the framework of his professional activity;

"Services" refers to all the services offered to Users by the Company through this Site;

"Site" refers to the present Site, i.e. <https://voice-market.io> and its sub-domains, if any; **"Company"** refers to the Company VIVOKA, more fully described in Article I of the present document; and

"User" means any person who uses the Site.

4. Processing of personal data

Registration on the Site, through any form, entails the processing of the Client's personal data. If the Client refuses the processing of his/her data, he/she is asked to refrain from using the Site.

This processing of personal data is carried out in compliance with the General Data Protection Regulations 2016/679 of 27 April 2016.

In addition, in accordance with the French Data Protection Act of 6 January 1978, the Customer has the right to question, access, correct, modify and oppose all of his personal data at any time by writing, by post and providing proof of his identity, to the following address: contact@vivoka.com.

5. Sharing of collected data

The Site may have recourse to third party companies to carry out certain operations. By browsing the Site, the Customer accepts that third party companies may have access to his data to enable the Site to function properly.

These third party companies only have access to the data collected in the context of carrying out a specific task.

The Site remains responsible for the processing of this data.

In addition, the User may therefore receive information or commercial offers from the Company or its partners.

The User may at any time oppose the receipt of these commercial offers by writing to the Company's address indicated above.

Furthermore, Customer information may be passed on to third parties without their express prior consent in order to achieve the following goals:

to respect the law, to protect any person against serious bodily harm or even death to fight against fraud or damage to the Company or its users to protect the Company's property rights.

6. Data protection

The Company ensures an appropriate level of security in proportion to the risks incurred and their probability, in accordance with the **General Data Protection Regulation 2016/679 of 27 April 2016**.

However, these measures do not constitute a guarantee and do not commit the Company to any obligation of result regarding data security.

7. Cookies

To enable its Users to benefit from optimal browsing on the Site and better functioning of the various interfaces and applications, the Company may install a cookie on the User's computer. This cookie makes it possible to store information relating to browsing on the Site, as well as any data entered by Users, such as searches or traces of browsing.

The User expressly authorises the Company to place a file known as a "cookie" on the User's hard disk.

The User has the possibility of blocking, modifying the storage period, or deleting this cookie via his browser interface. If the systematic deactivation of cookies on the User's browser prevents the User from using certain services or functionalities of the Site, this malfunction shall under no circumstances constitute damage for the member, who may not claim any compensation as a result.

8. Modifications

The Company reserves the right to modify the Site, the services offered therein, the GCTU and any delivery procedure or other constituent element of the services provided by the Company through the Site.

9. Responsibility

The Company cannot under any circumstances be held responsible for the unavailability, whether temporary or permanent, of the Site and, although it makes every effort to ensure that the service is always available, it is possible that the service may be interrupted at any time. In addition, the Company

reserves the right, by a voluntary act, to make the Site unavailable in order to carry out any update, improvement or maintenance operation.

10. Intellectual Property

The brand, logo and graphic charter of this Site are registered trademarks with the INPI and works protected under intellectual property law, the ownership of which is exclusively the Company's. Any dissemination, exploitation, representation, reproduction, whether partial or complete, without the express authorisation of the said company will expose the offender to civil and criminal proceedings.

Similarly, the elements available for demonstration on the various pages of the site are the property of the Site's partners and must not be used in any way other than for the simple evaluation of a solution.

11. Jurisdiction clause

The law governing the GCTU is French law. Any dispute that may arise between the Company and a User during the execution of the present Terms and Conditions will be subject to an attempt at amicable resolution. Failing this, disputes will be brought to the attention of the competent courts of common law.

12. Contact details of the mediator

Madame le Médiateur Départemental, 1 rue du Pont Moreau, CS 11096, 57036 METZ Cedex 1, France