

General conditions of use of Linkello

The purpose of these General Conditions of Use is to define the terms and conditions of use of the Linkello. They constitute a legal agreement between Bistri, editor of Linkello's services and any user of the <https://linkello.com> platform. By using the Site or the Services, the user declares to have read and accepted without reservation the current version of these General Conditions of Use.

The terms used in this document are defined as follows.

- **CGU** refers to these general conditions of use applicable to the Linkello Services.
- **User** means any natural or legal person using Linkello whether as someone who generated a link or simply as a guest to join a call.

1. Purpose of Linkello services

Linkello is a real time communications service for all audiences allowing you to organise video or audio calls and offering a number of additional features that evolve regularly without changing the primary purpose of the service.

You acknowledge that you have the skills and means necessary to access and use these Services. We reserve the right to modify the terms at any time in order to adapt them to changes in the Linkello Services and / or their operation.

2. Responsibilities and guarantees of Linkello

Except in case of force majeure, Linkello guarantees the subscriber the proper performance of his service in compliance with these General Conditions of Use.

The service is accessible 24 hours a day, 7 days a week and you acknowledge that this accessibility may however be interrupted in the event of force majeure or technical difficulties. We can not be held responsible for network or server malfunctions or any other event beyond our control, which would impede or degrade access to Linkello. We reserve the right to interrupt, temporarily suspend or modify without notice access to all or part of Linkello, in order to ensure their maintenance and / or control, or for test purposes, without the interruption, suspension or modification do not give rise to any obligation or compensation.

In no way, Linkello can't be responsible toward the third parties for any damage resulting from the use of the Linkello service.

3. Responsibilities and guarantees of user

You agree not to use the Linkello services inappropriately (for example, by unauthorized access to the Services, servers, computers or databases in connection with the Services, by launching saturation attacks or by introducing malicious or harmful material...) under penalty of legal proceedings. We reserve the right to refuse access to the Services to any user who does not comply with these General conditions of use.

4 . Hypertext links to third party sites

In the case of Linkello services contain hypertext links to websites published by third parties, Bistri assumes no responsibility for the content of third party sites or the content to which third party sites may refer, nor for the malfunction of these.

5. Intellectual property

The services of Linkello and all the elements which compose them are, except particular mention and except all the parts of the service calling on third parties, the exclusive property of Bistri. All Linkello trademarks and logos belonging to Bistri may not be used by the user without the prior written consent of Bistri.

In particular, the user is prohibited from adapting, arranging, modifying, correcting, associating, translating into any language or any language, placing on the market free of charge or against payment, marketing, all or part of the services provided by Linkello or of 'any element that composes them, whatever the means and support. No provision of the General conditions of use may be interpreted as an assignment of intellectual property rights, whether tacitly or in any other way.

6. Protection of the User's personal data

The information, including personal data, that could be collected by Linkello is done in compliance with the GDPR. All the details are described in the document "Personal data and GDPR"

7. Force majeure

The liability of the parties cannot be implemented if the non-performance or delay in the performance of one of its obligations described in these General Conditions of Use results from a case of force majeure.

Force majeure means any external, irresistible and unforeseeable event and its interpretation by the case law of French courts, and preventing one of the parties from performing its obligations or making the performance of them excessively onerous.

8. Applicable Law – Attribution of jurisdiction

This Agreement and all acts and transactions resulting therefrom and the rights and obligations of the Parties will be governed and interpreted according to the laws of France, without taking into account any conflicts of law. Any dispute arising out of or relating to this Agreement will be submitted to the Paris Commercial Court. Its decision will be final and will be binding on both Parties.

Last update October the 5th 2020