

## LINKELLO TERMS OF SERVICE AGREEMENT

By using LINKELLO, you are agreeing to these terms.

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

### 1. DEFINITION

LINKELLO : is an online communication service that allows you to have video calls with others in the browser or from mobile application by generating a link that anybody can type in the browser window. No need to install any software to use LINKELLO.

LINKELLO Services : features

### 2. USE OF SERVICE

Under the conditions that you agree with this Service Agreement, LINKELLO 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.

You agree to provide a valid email in order to provide you the link to enter in your videocall room.

You can use LINKELLO for all usages you want as soon as your usage of LINKELLO is reasonable. It is an unreasonable use of LINKELLO where your use reasonably considered by us to be fraudulent or to adversely affect the LINKELLO platform or other LINKELLO customers' use or access to the LINKELLO Services.

Where you are in breach of this Fair Use Policy, we may contact you to discuss changing your usage so that it conforms to this Fair Use Policy If, after LINKELLO has contacted you, your unreasonable use continues, we 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 access.

We reserve the right to change, modify, or update the Platform at any time in own sole discretion, with or without notice, even if the consequences impose additional limitations on the Service. We also retain the right to change, modify or update the commercial conditions charged for all or a portion of the Service or to propose ads to use LINKELLO.

We also the right to change, modify or update the Terms at any time.

### 3. CONTENT

You are solely responsible for all information, data, text, communications, videos, music, sound, photos, messages or other materials ("content") that you upload, store, post, publish, display or otherwise transmit or use in connection with the Service. BISTRÌ reserves the right to investigate and take appropriate legal action against anyone who, in BISTRÌ'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.

#### **4. SECURITY**

The link provided by LINKELLO allows to users to enter into a virtual room. Each link is valid 30 days from the date of generation of the link. You can have 2 different active links simultaneously. You should be aware that by default an active room is open, so anyone who have a validated link can enter into the room simply by typing the URL in the browser.

Chat messages communicated in a room can be seen by people who are in the room during one session. Once the session is closed, all messages are not stored.

Before you can communicate it requires that you explicitly allows access to the camera and microphone , ensuring that you are notified of the activation of these devices. During communication , data is encrypted end to end using the DTLS protocol. In addition to this protocol, the audio and video are encrypted via SRTP.

You understand that the operation of the Service, including your 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 LINKELLO'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.

#### **5. PRIVACY**

When you use LINKELLO, we receive and store 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. We use the foregoing information to provide, improve, market and enhance its products and services and for other lawful business purposes.

#### **6. WARRANTIES**

LINKELLO is provided "as is" and "as available" with no warranty. Your uses of LINKELLO at your own discretion and risk, and you will be solely responsible for any damage that results from their use. We reserve the right to stop the LINKELLO services without prior notice.

The Service is for legitimate individual use only (personal or business communication). We may on our option, terminate our relationship with you, or suspend your access to the Service immediately if it is deemed by us that you are using LINKELLO contrary to these Terms. We will attempt to provide you with notice of improper usage before suspension or termination of your subscription and may, if appropriate, offer you an alternative service.

We reserve the right to report illegal activity to applicable authorities.

#### **7. GENERAL INFORMATION**

These Terms govern your use of LINKELLO and constitute the entire agreement between you and us regarding the subject matter hereof. These Terms supersede any prior agreements between you and us relating to your use of LINKELLO (including, but not limited to, any prior versions of these Terms). The failure of LINKELLO 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.

## **8. NOTICES**

LINKELLO is an online communication service designed and edited by BISTRI. We may send you any notices, including those regarding changes to these Terms, to the email address you provided when you requested your link. Any notices to BISTRI must be sent to BISTRI, 66, Avenue des Champs Elysées 75008 PARIS

## **9. 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.