Terms of Services

This BROADPEAK.IO Website (hereinafter Platform) is owned and managed by BROADPEAK, S.A. More info on our Legal page.

BROADPEAK.IO is an application platform that delivers services to contextualize video streams. Services are further described on Applications pages.

The present Terms of Use (hereinafter TOS or Contract) govern the relationship between BROADPEAK and the User of this Platform, and in particular any MEMBER subscribing to and purchasing Services.

By clicking on the button to subscribe to the Newsletter, or proceeding with registration as MEMBER, You are invited to read and accept these TOS and the Privacy Policy, by ticking the box provided for this purpose. A confirmation email will be sent to You. Please keep copy of such TOS for Your reference.

We therefore encourage You to review the “Terms of Use” and “Privacy Policy” before You use the Platform and its Services, and regularly when they are updated according to Article “MODIFICATIONS”.

If You are a mere Visitor, by browsing the Platform, You acknowledge that You have read and accepted the TOS before further access and use, with respect to Visitors activities on the Platform.

If You do not agree with the terms of the TOS, You are strongly recommended not to access nor use our Platform and any of its Services.

PURPOSE

This Platform, its Services, and its Contents are provided for the sole purpose of having access and have information on the Services and having access and make use of the Services and Content made available by BROADPEAK, under the defined terms and conditions herein, for professional purposes only.

CONDITIONS OF ACCESS AND USE

Access and use of the Platform and related features, Services, and Content are not designed for people aged under 16 years old. By accepting such terms, You declare that You have the capacity to accept the present Contract, i.e., that You are over 16 years of age and that You are not subject to a legal protection measure for adults (legal safeguard, guardianship or trusteeship).

Access and use of the Platform and related features, Services, and Content are for professional activities and in no event for end-user consumer. By accepting such terms, You declare that You have the capacity to accept the present Contract, and represent the registered MEMBER.

Access to and use of the Services and Content require setting up an account and be registered. Before being able to set up an account, You shall read and accept these TOS and the Privacy Policy and other terms of the Contract. To access and use Services, the MEMBERS shall first accept the related Service Description which will govern all activities using such Services and Contents.

In case that the User of the Platform does not agree with any part of these TOS, the User must de-register from the Platform and make no further use of it or any part thereof, nor any of the information collected from the Platform.

You shall use the Platform, the Services, and the Content

under Your own responsibility and according to the TOS. The costs of connection and communication (Internet and mobile Internet) relating to the access to and use of the Platform are not paid or refunded by BROADPEAK and remain exclusively Your responsibility and charges.

You shall not use this Platform, Services, and/or any of the Content for any other purpose, nor any purpose being illegal or forbidden by the TOS, in connection with any illegal purposes, or to solicit the performance of any illegal activity or activities that infringe on the rights of BROADPEAK or any third party.

You shall not gain unauthorized access to any portion of this Platform, or to any of the Services or Content made available on or through the Platform or to any other systems or networks connected or linked to the Platform.

You shall not interfere with or attempt to interfere with the proper operation of this Platform, its sever and other person’s use of this Platform by any means, including but not limited to using any device, software, or program.

You shall not take any action that will place an excessive or harmful load on this Platform, including but not limited to its infrastructure, systems, and networks.

You shall not test, by scanning or using other means, the vulnerability of this Platform and its Services, nor any networks connected to this Platform, nor breach the security or authentication measures of this Platform, the Services, and/or the Contents made available on or through this Platform. You shall not reverse lookup, trace, or attempt to trace any information of any other User of this Platform, or exploit or reveal any information or services offered on or through this Platform.

You shall not obtain, or attempt to obtain, any Content through any means not purposely available through this

Platform or use any manual or automatic process, device, program, algorithm, or method to access, obtain, copy, or monitor any activities, functionalities, Services or Content of this Platform.

When accessing and using this Platform, its Services, and its Content, You agree to comply with applicable Laws and Ethics rules, including the Ethical Code of Conduct set out hereunder. You shall not use this Platform, its Service and benefits as well as its Content to produce, read, copy, or disseminate any information that is illegal, to infringe on any other person's rights, or to disturb the social order and undermine social stability. You shall not use this Platform and its Services and Content to engage in any activity that endangers cyber security and any computer system.

The Services are subject to the Quotas and related conditions described in this page.

REGISTRATION & ACCOUNT CREATION – PASSWORD AND CREDENTIALS

In order to access to certain functionalities, Content, or Services through the Platform, You will be required to create an account, and set up a Member profile.

Additional terms or requirements for certain functions, Contents, or Services, and in particular to register and purchase Services, may apply, as the case may be, and will have to be agreed when registering with such MEMBERSHIP, and any other Services. In case of any conflict between such additional terms and the TOS, the additional terms shall prevail on the aforementioned terms for certain functionalities, Content, and/or Services.

To create an account as a MEMBER, and then access to related Services, Content, and other related benefits and

functionalities, You will have to fill in manually the registration form on the Platform and in particular, complete all the mandatory fields. Optional information will permit more optimized management of Your profile, the Services and Content available under such status, but are not required for such registration. Certain information which is not required for a specific status may however be required if You wish to register under an upper account status or some Services. Only one account per MEMBER.

To register or create Your account, You must submit full and accurate information. This will include certain personal information such as Your Last and First Name(s) and email address and the name of your employer/company you open such account. You will find a description of the processing of Your data in our Privacy Policy.

Once registered, You will receive a confirmation email with a link to click to confirm the email address and User intent to subscribe to register and/or create the MEMBER's account.

Where a password was created for registration, You will be provided with a temporary password that You must subsequently change on Your first connection to our Platform.

For any portion of the Platform which requires You to create an account or set up a user profile, the information You provide must be truthful and accurate. The information that You supply during registration process may be corrected during the registration process by going back to the previous screens and correcting the wrong information. You are advised to regularly review and update all information in order to maintain its accuracy.

The User will gain access to the applicable and available Services and Content using her/his credentials. Any use of the Platform through the MEMBER's credentials will be considered to have been done by such MEMBER.

You shall not impersonate another person or entity, or forge Your identity to access this Platform, except as expressly required for the purpose of the Services. You shall not authorize third parties to use Your account, nor assign nor in any way transfer Your account to any other individual person or entity.

You agree to keep Your account information secure and confidential and to never allow another person or entity to access Your account or profile using Your username or password at any time, otherwise You may be held liable for the losses incurred by BROADPEAK or any other users or visitors to this Platform. You are advised to immediately inform the BROADPEAK Team if You lose/forgot, disclose Your password or found any fraudulent or unauthorized use of Your account.

BROADPEAK will not be liable for any errors, omissions, inaccuracies arising from the information You have provided, nor for any damage that may result for You, for other Users or third parties from the same.

The User agrees to maintain the security and secrecy of her/his credentials at all times and is responsible for the use of the Platform and for all the actions carried out on the Platform with her/his user credentials and his/her password, unless her/his account is used after it has been closed, or after notification to BROADPEAK Team of an abusive use of her/his account. The User is sole responsible for the use made of his/her account by a third party where Users have not expressly notified BROADPEAK Team of the loss, fraudulent use or disclosure of her/his password and other account details to a third party.

MEMBER is responsible for properly configuring and using the Service and otherwise taking appropriate action to secure, protect and backup its accounts and its Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect its Content from

unauthorized access and routinely archiving its Content.

By using and registering on the Platform, and agreeing to the Contract, You agree therefore to comply with the applicable Laws where You use the Services and accessing and using the Contents, and You may use the Services only for legal purposes. BROADPEAK reserves the right, at its sole discretion, to suspend, or terminate Your access to the Platform and/or any Services, if You are breaching such TOS. For the avoidance of doubt, any services of third party service platform is independent from BROADPEAK control and responsibility, and are subject to terms and conditions of such third party service provider.

SERVICES & BENEFITS

The present TOS govern the conditions of access and use of the Platform, the Services, and Contents. BROADPEAK reserves the right to refuse any registration if You are a minor without parental consent.

Access is made available on a free of charge basis.

Services and benefits are available on the Applications page and subject to related Pricing.

BROADPEAK reserves the right to modify and expand the Services & benefits or some of their features at any time according to Section “Modification”.

VISITORS AND ACCESS TO NON-MEMBERS CONTENT

By browsing the Platform, Users may access to certain information and Content. The present TOS governs the conditions of access and use of the Platform and its Content.

No registration is required. If You have not registered for

the Newsletter, or created a MEMBER's account, You can still access the Platform and certain limited Content, but You will not be able to access and benefit from all the features, Content, and no Services will be available except for the scope of the FREEMIUM plan (accessible only for 30 days after Your signing up on the Platform).

Nonetheless, as part of the access and browsing of the Platform, we may have to install certain Cookies, and propose to install some others for the purpose of ensuring user experiences in access and use of the Platform.

To access to the Newsletter and other Services and benefits, you may proceed with registration.

NEWSLETTER

The aim of our Newsletter service is to keep our MEMBERS updated about news and events with respect to the Platform, BROADPEAK activities, and Services and available Content.

The subscription procedure consists of the simple registration of a valid e-mail address, which will become the reference address where the Newsletter will be sent to.

Validation of the subscription form implies full and complete acceptance by the User of these TOS including the terms on registration in Section 3 above.

Newsletters are sent automatically to MEMBERS using the referenced e-mail address provided by the MEMBERSs at registration. The frequency of the issuance of the BROADPEAK Newsletter is random.

The content of the Newsletters is provided exclusively by the Platform communication Team.

Newsletters are distributed for information purposes only and cannot be used for consulting or other commercial purposes.

The subscription to the Newsletter service is not mandatory and free of charge.

You can unsubscribe at any time by clicking on the link at the end of the e-mail of the Newsletter.

SERVICES & BENEFITS

Conditions of Access

The registration procedure consists of filling the Signup Form according to Section 4 above.

These TOS are binding on the MEMBERS who acknowledges them by ticking a box provided for this purpose, having read them and having accepted them before signing up.

You can cancel Your account and MEMBERSHIP by contacting Broadpeak.io team.

Members Services & Benefits

This includes the Services described in the Applications page. To purchase Services, the MEMBER shall first accept the related Service Description which will govern all activities under such Services together with such TOS.

AVAILABILITY OF SERVICES

General availability

BROADPEAK will make commercially reasonable efforts to reach a monthly average time for each region 99.0 % of general availability of the Platform on (French) working days.

Using a platform shared between several MEMBERS, may result in limitations in the use of the bandwidth and the speed of network access and system performance of the Platform and the Services, which the MEMBERS agrees to. BROADPEAK reserves the right to implement the necessary software tools to monitor the

use of the bandwidth and its limitation in order to be in a position to supply the expected service quality to all its MEMBERS.

If the Platform or certain Services are updated for maintenance, emergency fix, or a technical evolution, the Platform and/or Services may be temporarily unavailable.

Certain options indicated on our Platform may not yet be available at registration while their implementation is estimated to occur later and such projected date may be indicated on our Platform. In the event of early opening or delay in opening a Service or new functionality or feature of existing Services, we will keep You informed on the Platform on the related pages.

If the Services MEMBER is registered for are not available (e.g., access and participation in a BROADPEAK Services), MEMBER shall contact us to inform us about any problem relating to its registration or account(s).

Beyond its express undertaking on availability of service, BROADPEAK hereby disclaims, and any User agrees by using or registering with the Platform, that BROADPEAK maintains the Platform, and/or any of the Services or Content. The BROADPEAK Team will provide information with reasonable advance notice of any substantial modification or discontinuation of any provided Services or of the Platform.

The interruption of the Services, whatever the cause, duration or frequency, will not engage the responsibility of BROADPEAK and will not entitle the User to any compensation, unless expressly agreed by BROADPEAK hereunder or under purchased Services.

The Services may be terminated by either the User or its legal representative, or BROADPEAK if, further to an event of force majeure, the User is prevented from using the Services, or BROADPEAK is prevented from making those Services and/or

Content available.

Any services provide through or available from third party service platforms are independent from BROADPEAK control and responsibility, and are subject to terms and conditions of such third party service provider.

Service Availability Target for purchased Services

For purchased Services, BROADPEAK will use commercially reasonable efforts to make such Services available with a monthly average time for each region, during the same purchased Service instance, of at least 99.00% (the “Service Availability Target”). In the event BROADPEAK does not meet the Service Availability Target, please refer to Service Description and related Pricing.

The Service Availability Target does not apply to any unavailability, suspension or termination of the platform and the Services, or any other issues: (i) caused by events or dependencies outside of BROADPEAK reasonable control, including any Force Majeure Event or Internet access or dependencies beyond the Platform itself (ii) arising from any voluntary actions or inactions from MEMBER, or any third party not acting for and on behalf of BROADPEAK in the frame of the performance of the Services; (iii) arising from any User not following the best practices described in the Platform usage policies and guidelines; (iv) arising from MEMBER and/or its contractors, suppliers, clients or end user’s equipment, software or other technology or (v) arising from our suspension or termination of access and/or use of the Platform and/any of the Services hereunder.

Support/SLA

MEMBER’s subscription to Services on an “Enterprise” Plan, include support as described in SLA section of the Services Description.

By default the SLA terms are the following:

Severity	Service Window	Available media for Issue report	Response Time	Remedy Time	Final Fix
Critical	24×7×365	Phone	15 min	4 hours	1 month
Major	Business hours	Live chat / Email	1 Business Hour	3 Business Days	3 months
Minor	Business hours	Live chat / Email	1 Business Day	N/A	6 months
Information	Business hours	Live chat / Email	3 Business Days	N/A	N/A

Credit note

For Enterprise contracts only, in the event that the Service fails to meet the monthly availability commitment, the MEMBER may be eligible to receive service credits as a gesture of goodwill. The issuance, amount, and form of such credits shall be at the sole discretion of BROADPEAK, and shall not constitute a contractual obligation or admission of liability. Any credits provided shall be applied toward future invoices and shall not be redeemable for cash.

Reversibility

Upon termination of its MEMBERSHIP, or any time required in writing, You may ask for reversibility of Your Content on the Platform, by registered letter with acknowledgement of receipt to BROADPEAK, at least fifteen (15) working days. Such Services will be subject to charge, unless such reversibility is consecutive to a material breach of BROADPEAK in performance of the Services purchased by such MEMBER.

Unless otherwise mentioned in the “Service Description”, in the case when reversibility is not achieved at the end of this notice period, then the Contract and related order for the concerned Services, will be extended until the end of the reversibility, which shall not exceed six (6) months and the Service will still be invoiced.

Reversibility consists in allowing the MEMBERS to recover its Content processed by BROADPEAK in the frame of these TOS on the Platform in a format available to BROADPEAK. Where applicable, the conditions for initiating this reversibility, the scope of the reversibility, the Services covered by the reversibility, the duration and costs of this reversibility will be defined in the related Services Description. If it is not defined, this is not available, unless there is a specific written arrangement between the Parties. During the reversibility activities, quality of Service commitments may be affected.

Specific work & consultancy

Performance of specific work and/or consultancy are subject to order agreed between the Parties based on BROADPEAK standard rates, and subject to BROADPEAK Terms & Conditions available on https://broadpeak.tv/legal/ .

PRICING – PAYMENTS TERMS – TAXES

Price

Prices are listed with related currency in the Pricing page.

The bill shall be issued in EUROS or Dollars as stated in the order made on the Platform for the corresponding purchased Services. When the currency mentioned in the invoice is different from the currency mentioned in the Price list, then pre-tax prices shall be converted at the conversion rate used in BROADPEAK billing system. This conversion rate will be mentioned on the invoice.

Regarding the Services provided and particularly the related undertakings (particularly the service quality undertakings), the Parties agree that no acceptance of an imperfect performance of the Services in the meaning of article 1223 of

the Civil Code is possible, whether they can be used or not.

New fees and charges may be added to any existing Services subject to at least 30 day- prior notice or publication on the Platform.

Invoicing

Invoices will be issued by BROADPEAK in accordance with payment terms hereunder and will be addressed to the MEMBERS for payment. The Parties may agree on different plans according to Pricing page description.

For Services purchased on a Pay as You GO (PAYGO) Plan the Price and charges will be charged and invoiced monthly.

For Services purchased on a monthly plan, the Price and charges will be charged and invoiced monthly.

Should the MEMBER make a commitment to a minimum fee, such minimum Fee shall be charged each commencing months, unless expressly otherwise agreed.

BROADPEAK reserved the right to invoice You on a more frequent basis, or on purchase, if Your precedent payment was late, or if we suspect that your account is fraudulent or at risk of non-payment.

The terms of the payment shall be within 30 (thirty) days NET BROADPEAK’s invoice date.

Payment

The MEMBERS shall pay BROADPEAK the full Price as defined in the Services Description according to the invoice.

They are exclusive of taxes. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. As a result, no price reduction may be sought.

All payments shall be made by direct transfer to the bank indicated by BROADPEAK on the invoices with all costs of the transaction paid by the MEMBERS, or any other payment means made available or provided by BROADPEAK.

Time for payment of the price shall be of the essence of this Contract and related subscription by the MEMBER.

Late payments

In case the MEMBER fails to pay the amounts due on the agreed date, BROADPEAK is entitled to suspend the performance of its obligations until the MEMBER has paid all amounts due. In addition, interest will be due by the MEMBER at a rate equivalent to 3 (three) times the French legal interest rate in force plus 5% (five per cent) on the outstanding amount for which an invoice has been issued until such amount is paid, without any notice of default being required.

In case the MEMBER fails to pay the amounts due on the agreed date, BROADPEAK is entitled, without prejudice of any other remedies authorized under this Agreement or by Law, (i) to suspend and postpone fulfilment of its own obligations and especially suspend part or all deliveries and services until total payment or any overdue payment, including payment of related interests have been made in full, subject to prior notice (ii) entitled to require pre-payment for further delivery or Services or (iii) to terminate the Agreement as provided below.

According to the provisions of Articles L.441-1 I and L.441-10 II of the French Code de commerce, in case of a delay of payment attributable to the MEMBER and non-related to its insolvency, the MEMBER is automatically subject to the payment of a forty (40) Euros fixed indemnity as recovery costs to BROADPEAK and other penalty applicable by Laws. Notwithstanding the above, the amount of this indemnity shall be increased by all costs incurred by such recovery.

Taxes

For the sake of clarity, the Price is net and exclusive of any taxes, levies, imposts, customs duties and stamp duties, withholdings or deductions of whatsoever nature in the Territory. All such charges, if levied, assessed or imposed in the Territory, shall be for the account of the MEMBER.

Each Party shall be responsible for payment of any applicable tax, duty, charge and any other fee regarding the performance of the Services described in this Contract, according their country´s local legislation or the applicable International Treaties.

The MEMBER shall be responsible for the payment of any present or future taxes, levies, imposts, withholdings or deductions of whatsoever nature imposed by any federal, state or local authority relating to, or arising out of, the carrying out of the Services herein referred.

If MEMBER believes it is required under any applicable Law to withhold or deduct any amount from the payments due to BROADPEAK, MEMBER shall first fully co-operate with BROADPEAK to accurately determine, to the full extent legally permissible, the respective tax liability and obligations, and to minimize such liability and related financial impacts. Then, should MEMBER believe it has to make any deduction or withholding, it shall first provide and make available to BROADPEAK any supportive documents and justifications requiring such deduction or withholding. Should MEMBER have to make any deduction or withholding, it shall increase the sum to be paid to BROADPEAK by the amount necessary to pay BROADPEAK with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

Should MEMBER make any deduction or withholding which is not mandatory, it shall pay to BROADPEAK the outstanding amount which shall not have been deducted or withheld immediately on

demand.

IPR & TRADEMARKS

BROADPEAK CONTENT – SOFTWARE – AGENT AND IPR

Generality

BROADPEAK and/or its licensors own and retain all rights, including all applicable Intellectual Property Rights, in all Content. All Contents published or made available on and or from this Platform are protected by Copyright Laws (French Droit d'auteur), and/or subject to other Intellectual Property Rights of BROADPEAK or its applicable rights holders, unless otherwise stated.

Without prior written consent of BROADPEAK or other related parties, User shall in no event reproduce, extract, make excerpt, modify, promote, distribute, photocopy, played, disassemble, reverse engineer, decompile, link, or transmit with hyperlinks, load into other Platforms or servers, in "mirroring method", or any sharing methods (including but not limited to peer to peer or torrent solutions), store in information retrieval system, or otherwise use for any other purpose, by any means, any of the Content published or otherwise made available on or from the Platform.

Restrictions

Unless You have obtained relevant license through other agreement entered between You and BROADPEAK or related third party right owner/holder, nothing in this TOS grants any right or license to Software Content to You, and You shall not:

- reverse engineer, decompile, disassemble, split, adapt, implant, or implement other derivative works on the

Content,

- research the internal implementation of BROADPEAK products or services, obtain product source code, or misuse its Intellectual Property Rights in any manner, and/or
- disclose results of any benchmark tests.

The Content made available on the Platform shall be used only for the purpose of benefiting from the Services. The User shall read, acknowledge, and accept the license terms applicable to such Content before accessing and using them, and strictly comply with the terms of use applicable to such Content. In particular, the User who wishes to reproduce all or part of a Content must imperatively check to have such rights according to its access and use rights applicable to her/his subscription. By default, the right granted is a read right only. Any re-sale, exchange, rental of files, or transfer to a third party is strictly prohibited.

All domain names, trademarks, and logos displayed, mentioned or otherwise used in this Platform are property of BROADPEAK or its licensors as stated if applicable. You are not permitted to use any of these trademarks or logos in any way without explicit prior written permission from BROADPEAK or the owners of related rights as applicable.

All rights in the Platform, the Content, and information not expressly granted hereby to Users are reserved to BROADPEAK and/or its Affiliates, as applicable. For the avoidance of doubt, no Intellectual Property Rights of BROADPEAK or its suppliers are included in the grant of rights under these TOS.

Any unauthorized access or use are subject to the civil and/or criminal liability of its author and may lead to legal proceedings against them.

Any User may contact legal@broadpeak.tv to identify any such infringement of or by any Content.

Software

Freemium license

During the term of the subscribed Services as part of the Freemium, and subject to the terms and conditions set forth hereunder, BROADPEAK will grant to MEMBERS, a non-exclusive, non-transferable, revocable license on its copyrights, nontransferable, without the right to sublicense (except as expressly permitted hereunder), to perform Freemium of the Services together with its Environment for the defined Freemium plan duration.

Subscribed Services Software License

Upon purchase, subject to the terms and conditions set forth hereunder and the payment terms and conditions or limitations defined in the Services Description Pricing, BROADPEAK will grant to MEMBERS for the term of the subscribed Service, a non-exclusive, non-transferable, revocable license on its copyrights, without the right to sublicense (except as expressly permitted hereunder), in the territory wherefrom the Services are to be access and used, to:

- Interface MEMBER’s Environment with the Platform, to access to and operate the subscribed Service ;
- Use the subscribed Service as part of the MEMBER’s Environment, including to perform business activities through its Environment using the Services,

MEMBERS may also procure use of the Services to serve its own clients. In such case, the rights above includes the rights to resale such Services to MEMBERS’ customers, subject to terms and conditions herein. MEMBERS shall in no event make any commitment, warranty or representation on behalf of BROADPEAK.

Agent license to access to the Services

Should BROADPEAK make available or require installing and use an Agent for certain Services, BROADPEAK hereby grants to the MEMBERS subscribing to the Services a non-exclusive non-transferable, revocable right, for the duration of the use of the Service, and only as part of use of such Services, the right to install and use the Agent, in the territory wherefrom the Services are to be access and used and keep in its offices one back-up copy of the Agent.

BROADPEAK agrees that its agents will use only a minimal amount of computing resources and will not materially interfere with your use of your Services. BROADPEAK will use the Agents to track system information so that it can more efficiently manage various Services related issues. Where use of such Agent is required, Your Services will be unavailable if you disable or interfere with our Services management software Agent(s). You agree that BROADPEAK reinstall applicable Services management software agents if You disable them or interfere with their performance upon further order of Services.

Software usage restrictions

The MEMBER shall not use the Software for any other purpose defined herein.

Except as otherwise agreed, MEMBER shall not:

1. copy, duplicate, alter, adapt, translate in any manner, integrate into another software or equipment;
2. reverse assemble, decompile, reverse engineer analyze, modify, or translate any computer program, or otherwise attempt to derive industrial, mechanical, or electronic design or source code from the Software, or any parts thereof, including any software and/or any Software, except to the extent it is mandatory under applicable Laws;
3. distribute, sub-license, disclose, assign, rent, loan,

lease, sell, give, or otherwise transfer, even freely, Software in whole or in part, by any means, to any third party, emove, obscure or alter any proprietary notices or labels from Software, nor any legal notices, such as trademark or copyright notices, affixed to or contained within Software or its documentation, or directly or indirectly challenge any relating BROADPEAK property rights;

4. use the Software or the Agent to create derivative or competing works or services based on all or part of Software or any related know-how, or develop any software which could compete with Software, in any country and for the duration of Software's protection;
5. make available or provide access to the Services and any Software, the Agent, or any part thereof, as part of a service bureau or any other access and use to any third party;
6. attempt to perform any of the foregoing.

To the extent required by Law, at MEMBER's motivated written request, BROADPEAK shall provide MEMBER with the interface information needed to achieve interoperability between the Software and MEMBER technical environment with which the Services is to be used. MEMBER shall observe strict obligations of confidentiality and security with respect to such information.

Other Software may be provided subject to an end user license agreement (EULA). In this case, You shall abide and comply with such EULA.

Furthermore, BROADPEAK reserves the right at its sole discretion to reuse any part of the Software for other similar developments and shall have no liabilities or obligations to the MEMBER whatsoever by doing so.

Third parties services or software

BROADPEAK may from time to time recommend third party software or other products and services for your consideration and may also make available to you third party products or services. BROADPEAK MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND SERVICES. Your use of any such third-party products and services is governed by the terms of your agreement with the provider of those products and services.

IPR OF CONTENT PROVIDED OR MADE AVAILABLE BY MEMBERS

MEMBERS grant to BROADPEAK a right to use Your Content for purpose of operating Your account on the Platform and provide You the Services.

Except, for the purpose of performing the Services, BROADPEAK does not obtain any right under this Contract from You (or your licensors) to Your Content.

The MEMBER guarantees BROADPEAK that they have necessary rights, including Intellectual Property Rights and Personality Rights (such as, in particular, the Copyrights, and right to individual “image”) necessary for the use of the Content they provide or otherwise make available on, through or from the Platform, and do not infringe or otherwise misappropriate the rights of third parties and do not breach the Laws in force, and in particular the provisions relating to defamation, insult, privacy, image rights. Any contributing MEMBER shall then guarantee, defend, hold harmless and indemnify BROADPEAK, its Affiliates and suppliers (eg cloud service platform supplier, ad servers vendors, programmers, regulators, players and app vendors), against any possible recourse by a third party concerning the use and publication of such Content as part of the Platform and the Services.

Any unauthorized access or use are subject to the civil and/or criminal liability of its author and may lead to legal

proceedings against them. Any User may contact legal@broadpeak.tv to identify any such infringement of or by any Content.

LINK TO THIRD PARTY WEB PAGES OR SITES, OR CONTENT

Although links to third party Platforms, forums, blogs, pages, or other' servers ("Websites"), may be posted and displayed on this Platform for Your convenience, BROADPEAK shall not bear any responsibility for any content of any such Websites. You might need to review and agree to applicable rules of use when using such Websites and their content. In addition, a link to a third-party Website or to its content does not imply that BROADPEAK endorses such Website or its publication, messages, contents, or any of the products or services referenced therein.

Any communication services from third party service providers used by BROADPEAK are independent from BROADPEAK control and responsibility and are subject to terms and conditions of such third party service provider that Users shall read, acknowledge, and accept if they wish to use such other services.

TERM – CANCELLATION – TERMINATION – SUSPENSION

TERM

This Contract will come into effect upon the date of registration of the respective MEMBER.

However, this Contract may be terminated by either Party upon the occurrence of any of the following events:

1. if the other Party commits a material breach and fails to take all reasonable steps to rectify such breach within thirty (30) days from receipt of written notice by the non-defaulting Party specifying the material breach in reasonable details (excepted for late payments); or
2. to the extent permitted by applicable laws, f the other Party becomes insolvent, or voluntarily or involuntarily proceedings are instituted by or against such other Party, and such proceedings are not terminated within ninety (90) days, or a receiver is appointed.

Nothing in the termination of this Agreement shall affect (1) any indebtedness then owing by either Party to the other, or (2) any liability for damages resulting from any breach.

All terms and conditions of this Contract, which are destined (whether expressed or not) to survive the expiration or termination of this Contract shall so survive.

OTHER TERMINATION BY USER

Users may unsubscribe from our Platform, at any time using the procedure made available in the Newsletter, or at their Personal Center, or by contacting us by email at contact@broadpeak.io.

Such termination will result in the termination of the TOS and access of the Services and Contents. Such termination will be effective within thirty (30) business days of BROADPEAK receiving the request to unsubscribe or deregister.

Such request for termination will result in the deletion of Your Personal Data from our databases subject to retention policies under the Privacy Policy and applicable laws & regulations.

The MEMBERS may unsubscribe from a BROADPEAK Services, as

described in the Service Description, subject to rules related to such Services, if any specific terms apply.

SUSPENSION OR TERMINATION BY BROADPEAK

If the enrollment and registration with our Services is not made in compliance with the terms of such TOS, BROADPEAK Team reserves the right to postpone or reject such enrollment.

When we notice that a User of the Platform and/or Services does not comply with the Contract, or any part thereof, we will contact the User, to warn them that a sanction may be taken.

Sanction may include either temporary suspension of the account or access and use of a determined Service and/or Content, or definitive termination.

Should the breach not be cured or could not be cured, we will be obliged to further suspend or cancel permanent access to all or part of the Services, and/or Content. BROADPEAK Team will contact You beforehand by email to inform You of any sanction.

Suspension: BROADPEAK is entitled to suspend the rights and access granted hereunder in the event (i) the MEMBER materially breaches the conditions set forth in Agreement (ii) BROADPEAK or any of its Affiliates is sued for infringement of Intellectual Property Rights by the MEMBER or its Affiliates.

In the event of such suspension by BROADPEAK, MEMBER shall then immediately suspend and discontinue any use, and marketing of the Services, until the suspension is withdrawn by BROADPEAK, which shall not unreasonably withheld or delay such withdrawal, if the MEMBER cured its breach.

EFFECT

Upon expiration or termination of this TOS, each party shall

immediately discontinue all use of the other party’s solutions and products, and upon a party’s request, the other party shall promptly either return or destroy, as directed by the requesting party, all copies of the requesting party’s Content, products the documentation as well Confidential Information to the requesting party as it will be indicated in the requesting party’s request.

Notwithstanding the foregoing, each party shall return at its own costs, to the other party, or destroy, the other party’s solutions and products and the Confidential Information, within fifteen (15) days following expiration or termination of this Contract. This provision shall not require the receiving party to review or destroy electronic records maintained in archived off-line back-up media and storage.

Any personal Data may be anonymized if a MEMBER requires to have his/her Personal Data to be removed.

All stipulations intended to survive the expiration or termination of the Contract, whether express or implied, in particular those relating to confidentiality, warranty, limitation of contractual liability, Intellectual Property Rights and infringement, shall continue to be effective notwithstanding the termination or expiration of the TOS.

If Your access or use of any portion or all of the Services is suspended as per section 7.3 above,

- You remain responsible for all fees and charges You incur during the period of suspension; and
- You will not be entitled to any Service credits under the TOS and related Services for any period of suspension.

PERSONAL DATA & PRIVACY – COOKIES

The Parties shall comply with all applicable legislations on personal data protection, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation "GDPR").

In the event that the performance of the Contract gives rise to the processing of Personal Data, each Party undertakes to take the necessary security and confidentiality measures to guarantee the rights and freedoms of the person concerned.

When you register as a MEMBER and further subscribe to Services, BROADPEAK will request You to provide certain personal information (along with some non-personal information), such as a username, an email address, landline and/or mobile phone numbers, address and country of the MEMBER. As applicable, some of the information is identified as mandatory to enable BROADPEAK to manage Your account and provide the Services. If You do not provide the mandatory data, You will not be able to use and not benefit from the Services made available on the Platform. Similarly, if You wish to delete information (pursuant to the mechanism set forth in "Updating Your personal information and privacy preferences") that is mandatory, You will no longer be able to register, and benefit from the related rights and Services.

By using this Platform and its Services or Content, and registering as MEMBER You agree on the related Privacy Policy and Cookies Notice. The BROADPEAK Privacy Policy including Cookies Notice published hereunder is applicable to the use of Personal Data on or through this Platform. Such Policy may be accessed here.

Any use of communication services from third party service

providers are independent from BROADPEAK’s control and responsibility, and are subject to terms and conditions and privacy terms of such third party service provider that Users shall read, acknowledge and accept if they wish to use such other services.

In case of processing by BROADPEAK of the personal data of the User and/or its contractors, suppliers, clients and/or end users, BROADPEAK will only act as a subcontractor (Subcontractor) and the User/MEMBER will be responsible for the processing as a Controller. BROADPEAK will not be responsible for the processing of such personal data except to observe and comply with security requirements and applicable privacy Laws. The Parties undertake to strictly comply with all regulations relating to the protection of personal data and privacy, or others applicable regulations (in particular to make the necessary declarations and obtain the necessary authorizations) and as such, the User/MEMBER will guarantee BROADPEAK and fully indemnify it for any damages resulting from any violation of said Laws and regulations. In particular, the Controller undertakes to obtain and maintain in force any agreement, permit, license, authorization that may be required by the applicable Laws and regulations so as to ensure the compliance of the collection and processing of personal data within the framework of the execution of the Contract, including the tracing, communication, disclosure, dissemination, propagation, interception and/or destruction of personal data.

The Parties agree where required by Laws, if personal data belonging to the User/MEMBER and/or its contractors, suppliers, clients and/or end users, which are to be processed by BROADPEAK within the framework of the execution of the Contract, in application of the Laws and regulations in force, a specific agreement on the processing of Personal Data (i.e. *Data Processing Agreement, aka DPA*), describing the modalities of the processing and protection of Personal Data,

will be signed between the Parties prior to the processing. A DPA is available on MEMBER’s account.

SECURITY

Information security is one of our strong commitments and, in compliance with legislation in force, BROADPEAK will process the User’s details at all times in strict confidentiality and observing applicable obligations of confidentiality and security.

BROADPEAK protects information in accordance with appropriate and established security standards and procedures and as required by applicable Laws or regulations. We continually assess new technologies that can be used to secure information. We use a secured server and implement a variety of security measures to keep your Personal Data safe when you register, enter, submit, or access your Personal Data and preventing their alternation, loss, non-authorized processing or access to them. Our employees and contractors are trained to understand and comply with these information principles. BROADPEAK will ensure that any data and software provided by the User or accessed by its personnel, shall be used by such personnel only in connection with its obligations hereunder, and shall not be exploited by BROADPEAK personnel commercially or otherwise to gain any benefit or cause any direct or indirect detriment to the User or to its network in any manner whatsoever.

We must consider however, the technology available, the nature of the data being stored and the risks which may be associated. No method of transmission of information over the Internet, or method of electronic storage, is 100% secure or fully protected against unauthorized access or use. The User shall therefore have also implemented an Information Systems Security Policy and ensure, where applicable, that its subcontractors involved in this relationship or in the use of

the Platform and the Services.

In the event of non-compliance in terms of cyber security, an action plan aimed at containing the non-compliance must be launched as soon as possible.

User shall not tamper the Platform, the Services and/or Content and in particular shall not implant viruses, malware, backdoors, interfaces or non-public accounts in the Platform, the Services and/or Content.

If a security flaw related to the Platform and/or the Services is identified by the User, it shall promptly inform BROADPEAK exclusively as soon as it becomes aware of it via contact@broadpeak.io and cc. security@broadpeak.tv or via the Broadpeak.io bug bounty program. In any case, the User shall install any patch or correction provided or made available by BROADPEAK or its partners or subcontractors, aiming at correcting such a concern, and to the full extent permitted by applicable Laws, it shall not in any case disclose to third parties or make public the security vulnerability before the security notice is officially published by BROADPEAK.

CONFIDENTIALITY

In the event that a confidentiality agreement is duly executed by the Parties, such agreement shall prevail over the confidentiality provisions of this TOS. In this case, the Parties agree to the following:

All information provided by either Party to the other, including business plan, commercial, financial, legal, accounting, technical and marketing information, of whatever nature, such as know-how, data, technical process, software, drawings, formulas, or media, including any copies thereof, in whatever form or media, shall be treated as confidential, whether or not identified as such, and shall be disclosed or

used only for the purpose of performing the Services. In particular, You may use BROADPEAK Confidential Information only in connection with Your use of the Service as permitted under this TOS.

The Receiving Party undertakes that the Confidential Information :

- be treated with the same care and level of protection that it accords to its own confidential information;
- be disclosed only to its employees, or those of its group of companies, who need to know it in order to perform the Contract or the Order;
- not be used, in whole or in part, other than in the strict context of the performance of the Contract or the Order, except with the prior written consent of the disclosing Party;
- shall not be disclosed, or likely to be disclosed, either directly or indirectly to any third party without the prior written consent of the disclosing Party.

The obligations of confidentiality shall not apply to information (i) that has entered the public domain other than through a breach of the obligation of confidentiality in this Article in the performance of the Contract or the Order, or a breach of any obligation of confidentiality, or (ii) lawfully received from a third party without restriction on its use or disclosure, or (iii) already in the possession of the receiving Party without any restriction on disclosure prior to receipt, or (iv) independently developed by the receiving Party, or (v) the disclosure of which has been authorized in writing by the disclosing Party.

The receiving Party may also communicate confidential information when required to do so by Laws or by a judicial or administrative authority empowered to do so. However, in such a case, it shall, as soon as possible, give prior notice to

the transmitting Party so as to enable it, where appropriate, to oppose or cooperate usefully with such disclosure, and the disclosure shall concern only such information as is strictly necessary.

The provisions of this Article shall survive the expiration or termination of the MEMBERSHIP for a period of five (5) years from such expiration or termination of the MEMBERSHIP.

You will not issue any press release or make any other public communication with respect to those TOS or your use of any of the Services or Content.

OTHER WARRANTIES AND REPRESENTATIONS

FROM BROADPEAK

BROADPEAK will make reasonable efforts to ensure the good operation of the Platform and ensure the proper functioning of the Platform and its accessibility, but BROADPEAK shall only have a limited obligation of means (French “obligation de moyen”) regarding the continuity of access to the Platform, Contents, and the Services.

In no way BROADPEAK warrants that the functions of the Platform will be uninterrupted, error-free, free of viruses and the like, whether this concerns the present Platform, or any other site or the Services, and the Content provided or made available. To avoid inconveniences as much as possible, BROADPEAK advises MEMBER to make backups to the extent possible and allowed.

Users are sole responsible for their internet network connection and the costs incurred in connecting to that network or use of equipment. Users are responsible for ensuring that the technical characteristics of the equipment

they use allow them to access the Service(s) and/or Contents, in particular with regard to the transmission of data, documents or other Contents such as the Contributions, over the internet, and to take any measures appropriate to protect against any malware infections.

BROADPEAK can in no way be held responsible for any errors, omissions, inaccuracies arising from information provided or made available by any User, nor for any damage that may result for other Users or third parties. BROADPEAK may, in this context, delete information and/or manifestly illicit content that is notified.

BROADPEAK agrees to defend MEMBERS, at its sole costs and expenses, against any third party claim that the BROADPEAK Services or Content infringes the copyrights, database rights, know-how or trade secrets of such third party claimant (a "Claim") arising from the access and use of the BROADPEAK Services and/or Content purchased by the MEMBERS and made available hereunder.

In addition, if, as a result of any such Claim BROADPEAK and/or MEMBER are enjoined from operating the BROADPEAK Platform Services and/or Content, or if BROADPEAK believes that the BROADPEAK Platform, Services and/or Content is likely to become subject of such a Claim, then, at its option and its expense, BROADPEAK will use commercially reasonable efforts to either:

(i) procure for MEMBER the right to continue using the affected part of the BROADPEAK Platform, Services and/or Content, or

(ii) replace or modify the affected part of the BROADPEAK Platform, Services and/or Content so that it becomes non-infringing (which modification or replacement shall not adversely affect the applicable specifications for, or the use or operation by MEMBER, of the BROADPEAK Platform and

Services.

If BROADPEAK determines, in its sole discretion, those options (i) or (ii) above are not feasible, BROADPEAK may terminate the access and use of the concerned Services and/or Content and refund any paid but not consumed amount in relation to the same or provide a credit note.

If a Claim is recognized as being valid and true as per a definitive non appealable enforceable decision from a Court of competent jurisdiction or by settlement approved in writing by BROADPEAK, BROADPEAK will indemnify MEMBER of the amount decided by such jurisdiction or settlement that MEMBER is condemned to pay to such claiming third party, subject to the limitation defined in Section 12.1.

BROADPEAK's undertaking hereunder, is contingent upon (i) MEMBER and its Affiliates promptly notifying BROADPEAK of any such Claim (provided, the failure to notify shall not relieve BROADPEAK of its obligations hereunder except to the extent it is actually prejudiced thereby), (ii) granting BROADPEAK the sole right and control to defend and settle the claim (iii) MEMBER making no admission, compromise or settlement without the express prior written consent of BROADPEAK (iv) and providing any reasonable assistance requested by BROADPEAK at BROADPEAK's sole expense.

Also, in the event BROADPEAK and/or MEMBER learns, after agreement on the license fees and royalties in the AGREEMENT, of any additional third party licenses as being required, or a potential third party claim against BROADPEAK or MEMBER because the use of the BROADPEAK Services and/or Content is subject to payment of additional fees and/or royalties to a third party for such third party patents, BROADPEAK may notify MEMBER accordingly and provide an amendment proposal to MEMBER in that respect. In such case, the Parties shall discuss and agree in good faith to adjust the Agreement including as applicable, the royalties and fees originally defined. If the

Parties cannot agree on such adjustment within (15) days following notice from BROADPEAK, either Party may terminate the Agreement.

Also, the foregoing does not apply to Claims to the extent such claims arise from:

(i) any modification made to the BROADPEAK Platform, Services and/or Content not supplied by BROADPEAK (including without limitation any modification or addition to the BROADPEAK Solution by or for MEMBER (except where made by BROADPEAK or its Affiliates at BROADPEAK ‘s discretion) or its Affiliates or MEMBER;

(ii) any modification made to the BROADPEAK Platform, Services and/or Content upon MEMBER’s specifications and written directions;

(iii) compliance of BROADPEAK Services and/or Content to adhere to disclosed standards;

(iv) combination of BROADPEAK Platform, Services and/or Content with other products, processes, services, or materials to the extent the alleged infringement relates to such combination;

(vi) MEMBER continuing the activity that is alleged to infringe after being notified thereof or/and after being informed of modifications that avoid the alleged infringement;

(vii) incident to an infringement not resulting from use of the BROADPEAK Platform, Services and/or Content as delivered to MEMBER or due to usage of the BROADPEAK Platform, Services and/or Content not in accordance with the rights granted in this Agreement.

(viii) with respect to Open Source Software and Third Party Software;

Unless otherwise set forth in the applicable AGREEMENT, the

foregoing is in lieu of any warranty of non-infringement and/or free enjoyment which are hereby disclaimed. Such disclaimers are considered by the Parties as being fair and part of the value and consideration with respect to the rights granted hereunder.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, AND SUBJECT TO ANY EXPRESS TERMS HEREUNDER STATING OTHERWISE, ALL INFORMATION, CONTENTS, AND SERVICES PROVIDED ON THIS PLATFORM ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND. BROADPEAK HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO, THE LEGAL, AND/OR CONTRACTUAL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

FROM MEMBERS

As a MEMBER, You are responsible for all activities that occur under Your account, regardless of whether the activities are authorized by You or undertaken by You, Your employees or a third party. We do not provide any support or services to any of Your end users, and have no responsibility nor liability toward them.

MEMBERS are responsible for the use of MEMBER’s products and services by their suppliers, contractors, clients and end users. Where applicable, MEMBERS shall ensure that all MEMBERS’s suppliers, contractors, clients and end users comply with your obligations under this TOS and that the terms of MEMBERS’ agreement with each of such suppliers, contractors, clients and end users are consistent with such TOS. If You become aware of any violation of your obligations under such TOS caused by any of Your suppliers, contractors, clients, or your end users, You shall immediately suspend access to Your Content and the Services and Content offerings to such

violating party.

You represent and warrant to BROADPEAK that: (a) You have at least attain the age of majority of your country age and are competent, and have the authority, to enter into this Contract; (b) You has individual performing registration, You have authority to engage the registered MEMBERS c) provided or will provide BROADPEAK with user Information that is correct and complete; (c) You will not use the Platform, Services nor the Content in violation of any applicable Laws, regulations, or ordinances or for any illegal or unauthorized activities; (d) You take full responsibility for the actions of anyone to whom you disclose your password or login ID or whom you otherwise allow to access your account; and (e) You will never circumvent, compromise, nor attempt to circumvent or compromise any the BROADPEAK security measures in connection with the Platform, the Platform, the Content and the Services.

User agrees to defend, indemnify, and hold BROADPEAK, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from any violation of these TOS.

LIMITATION OF WARRANTY AND LIABILITY – INSURANCE

LIMITATION OF LIABILITY

Unless otherwise agreed in writing by BROADPEAK in any other specific contract, to the extent permitted by the applicable Law, BROADPEAK and any of its affiliates, subsidiaries, directors, agents, employees, or other representatives shall not be liable for the materials, data or information, or services available from this Platform, regardless of the

reason of the liability or the civil liability it relates to. BROADPEAK may only be held liable in the event of proven fault or negligence and this will be limited to any direct damage suffered by the User and in any event, where BROADPEAK is determined as being liable, its maximum aggregate liability under or in connection with this Contract, and/or the performance of the Services, on all grounds combined, shall be limited as a whole and for all grounds to the total amount paid by the User for the portion of the Service and/or Content which is concerned, if any.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for indirect damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that we may not, as a matter of applicable Law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable Law.

In any case, neither BROADPEAK nor any of its affiliates, subsidiaries, directors, agents, employees, or other representatives shall be liable for any indirect, special, incidental, consequential, punitive, and/or exemplary damages including without limitation, loss of profits or revenues, loss of data, loss of opportunity, loss of business, and/or damage to image or reputation, in connection with this Platform, its Content, or Services, or the use of or inability to use this Platform, the Services, or its Content, reliance on the Contents contained herein, or difficulties inherent to the functioning of the Internet network and more generally of the telecommunication networks, whatever their nature, due to a third party or a case of force majeure, even if BROADPEAK is advised of the possibility of such damages.

To the full extent permitted by applicable Laws, any claim against BROADPEAK shall become time-barred one (1) year after the occurrence of the event giving rise to such claim.

INSURANCE

Each party states that it has taken out or agrees to take out at its costs and to maintain valid insurance as required to cover any risks likely to arise as a result of the performance of the Contract. Beyond the limits specified in the « Liability » article herein, each Party waives any claim against the other party and its insurers.

LAWS & FORUM

IF YOUR ARE LOCATED WITHIN EUROPEAN REGION:

The Contract and any contractual and non-contractual disputes in connection with them shall be governed by, construed, and take effect in accordance with French laws, without reference to conflict of laws rules. Any dispute arising out of or in relation to the Contract shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, to the full extent permitted by applicable Laws, the parties submit to the exclusive jurisdiction of the French courts sitting in Paris, France, to decide and settle any claim, dispute or matters arising out of, or in connection with the Contract or established by them (whether on a contractual or non-contractual ground).

IF YOUR ARE LOCATED WITHIN NORTH OR SOUTH AMERICAN REGION:

The Contract and any contractual and non-contractual disputes in connection with them shall be governed by, construed, and take effect in accordance with New York Laws, without reference to conflict of laws rules. Any dispute arising out of, or in relation to the Contract shall be brought to an

amicable settlement.

In case of failure to reach an amicable settlement, to the full extent permitted by applicable Laws, the parties submit to the arbitration of ICC, sitting in New York City, to decide and settle any claim, dispute or matters arising out of or in connection with the Contract or established by them (whether on a contractual or non-contractual ground), according to its ICC rules, with a panel of 3 arbitrators. Arbitration shall be held in English.

IF YOUR ARE LOCATED WITHIN ASIAN REGION:

The Contract and any contractual and non-contractual disputes in connection with them shall be governed by, construed, and take effect in accordance with Laws of Singapore, without reference to conflict of laws rules. Any dispute arising out of, or in relation to the Contract shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, to the full extent permitted by applicable Laws, the parties submit to the arbitration of SIAC, sitting in Singapore, to decide and settle any claim, dispute or matters arising out of, or in connection with the Contract or established by them (whether on a contractual or non-contractual ground), according to its SIAC rules, with a panel of 3 arbitrators. Arbitration shall be held in English.

IF YOUR ARE LOCATED WITHIN OTHER REGION:

The Contract and any contractual and non-contractual disputes in connection with them shall be governed by, construed, and take effect in accordance with French Laws, without reference to conflict of laws rules. Any dispute arising out of or in relation to the Contract shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, to the full extent permitted by applicable Laws, the parties submit to the arbitration of ICC, sitting in PARIS, FRANCE, to decide and settle any claim, dispute or matters arising out of, or in connection with the Contract or established by them (whether on a contractual or non-contractual ground), according to its ICC rules, with a panel of 3 arbitrators. Arbitration shall be held in English.

INJUNCTIVE RELIEF

Each party agrees that any violation or threatened violation of these TOS may cause irreparable injury to the other party, entitling such other party to seek injunctive relief in addition to all legal remedies.

TRADE COMPLIANCE – EXPORT

Export

The Parties undertake to comply with all applicable foreign regulations relating to export control and final destination, including in particular the procedures for requesting licenses from the competent administrative authority in the event of export of products and services. Any transfer or use outside of the European Union or the US, must be previously authorized by BROADPEAK. The MEMBER undertakes, directly or indirectly, not to resell, export, re-export, transfer or import, directly or indirectly, the Content and Services to any individual or entity prohibited by the regulations in force (notably US or European regulations), including, without this list being exhaustive, any party or entity on an international black list or country under embargo. The MEMBER agrees to indemnify BROADPEAK for all damages suffered as a result of non-compliance with this article.

U.S. Government Rights & Commercial Items

Where purchased by U.S. Government organization or personal, the Service are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Service. In case of use of the Service on behalf of the U.S. Government and the conditions hereunder fail to meet the U.S. Government’s needs or are inconsistent in any respect with Federal Laws, the use of such Services shall be immediately discontinued. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

ETHICAL RULES & CODE OF CONDUCT

The Parties undertake to comply with all National, European and International rules relating to ethical standards and responsible behavior, including in particular, rules relating to human rights, environmental protection, human health, sustainable development, corruption that may be applicable to them. The MEMBER undertakes to comply with any Laws and regulations regarding anti-corruption, make its best efforts to, at a minimum, put in place a code of conduct and the necessary means of control to fight against corruption and influence peddling. The MEMBER undertakes to pass on such obligations to its suppliers, subcontractors involved in this relationship or in the use of the Content and Services provided by BROADPEAK hereunder.

The BROADPEAK “Business code of Conduct” is available on demand at contact@broadpeak.io. The MEMBER, as a partner of BROADPEAK, shall ensure to comply with its principles. BROADPEAK may introduce modifications to its “Code of Conduct”

to always comply with Law, regulation, any judicial decision.

Exchanges and posting of Contents on the Platform are moderated a posteriori, i.e., no message or Content will be read by BROADPEAK Team before its publication. Messages, comments, and any other Content are therefore published immediately, but are subject to control by the BROADPEAK moderation team and the administrators of our Platform, after publication by the MEMBER.

The role of the moderation team and the administrators is to ensure the proper functioning of the forum, by rejecting any posts, messages or Contents that, by their unworthy character, detrimental to persons, destructive, or obviously off-topic, harm exchanges and image of the Platform. The BROADPEAK moderators and administrators also exclude all messages and Content contrary to the Laws in force and communicated Ethical Rules and Code of Conduct.

Exchanges and postings of Contents on third party service platforms are subject to compliance with their applicable ethical rules and policy, including their applicable monitoring and moderation rules and processes.

The following are thus likely to be moderated and eventually rejected (non-exhaustive list):

- messages or other Content of a racist, xenophobic, hateful, harmful, homophobic, sexist, or defamatory nature, or pointing to or referring to messages or content of similar nature;
- messages or other Content including infringing materials (copyrights, trademark, or other Intellectual Property Rights), or pointing to or referring to messages or content of similar nature;
- obscene, pornographic, or harassing messages or Content;
- messages or other Content containing specific contact information such as telephone number, mailing address,

whose origin and accuracy are unverifiable by the moderators or could result in harm to individuals;
- messages published in multiple copies;
- off-topic or controversial messages or Content;
- messages in abbreviated language or that are too loosely spelled messages written entirely in uppercase.

User shall not collect information about other Users in order to send them unsolicited messages and/or to integrate them into a referencing service or equivalent, whether free of charge or for a fee.

BROADPEAK reserves the right to remove or, where made on a third party service platform, request from such third party service provider to remove any illegal Content or Content that does not comply with the Contract that has been previously identified by BROADPEAK Team or reported by any other User, or any third party such as third party service provider.

In case of non-compliance with those rules and guidance, the BROADPEAK Team may take certain sanctions against the concerned User. The highest sanction is a ban and consists of completely blocking a User's access to the Platform, the Services and/or Content or some part thereof, and where applicable on the group discussion on the third party service provider.

Any User may contact contact@broadpeak.io and/or, where applicable, the third party service dedicated contact, to identify any such message or Content.

Such User should:

- declare her/his identity,
- describe the alleged Content with related details including its location on our Platform,
- give the factual and legal grounds for such report,

- provide copy of previous exchanges with the author of this Content to request its modification or withdrawal and/or the justification that You were not in capacity to contact such alleged author, and
- follow conditions applicable to the access and use of the third party service provider published by such third party service provider.

Any manifestly abusive report may be subject to recourses and sanctions, including suspension or termination of the registration and MEMBERSHIP.

COMMENTS / FORUM / TEAM DISCUSSION

Not applicable at the moment.

COMPLETE AGREEMENT – MODIFICATIONS

Unless expressly agreed otherwise between the Parties such as under a Broadpek.io Order form, these TOS, together with its Privacy Policy, and Cookies Policy, the Services Descriptions the Pricing Page, and, where applicable, DPA, and the EULA for the Agent, contain the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written).

BROADPEAK may modify these TOS, Services and pricing. If changes are made, a notification will be sent to You by email or via the Platform to allow You to review the changes before they take effect.

If You continue to use the Platform, the Services and/or the Content after we post or send notice of changes to these terms and conditions, to the full extent permitted by applicable Laws You will be deemed to accept such changes. The TOS that will be binding on You will be those in effect at the time You

use the Platform, the Services and Contents.

The Platform, its materials and Content, including the TOS, may contain typographical errors, other inadvertent errors or inaccuracies. BROADPEAK reserve the right to make such corrections without obligation to issue any notice of such changes. BROADPEAK have the right to remove any material that BROADPEAK in its sole discretion, finds to be in violation of these terms and conditions or otherwise objectionable.

NO THIRD PARTIES BENEFICIARY

Such TOS do not create any third-party beneficiary rights in any individual or entity that is not a party to such Contract and related engagements such as the signed Broadpeak.io Order Form.

FORCE MAJEUR

Without limiting the foregoing, under no circumstances will we or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

ARTIFICIAL INTELLIGENCE

Use of AI Tools agents and models

Customer hereby acknowledges and that Broadpeak may use artificial intelligence tools, agent and models (“AI Tools”) in the provision of the Services.

When using the identified AI Tool based Services, Customer agrees to the use of AI Tools and related conditions hereunder.

The results generated by such AI Tools are based on automated models, machine learning and statistical processes and may contain inaccuracies.

BROADPEAK will clearly identify the Services features relying on AI Tools and will provide reasonable additional information of request.

Customer hereby acknowledges and agrees that the Services features may evolve and that BROADPEAK reserved the right to update, upgrade, modify the AI Tool as part of the Services.

Reuse of Data for Improvement

Broadpeak.io may process and reuse certain data generated through the Client’s use of the Services to operate, maintain, and improve its AI Tools and models, provided that such data is first anonymized and aggregated. No confidential or personal information that could directly or indirectly identify the Client or its users will be disclosed.

Data Location and Transfers

Unless otherwise agreed in writing, the processing and storage of such data will take place within the European Union or the European Economic Area (EU/EEA). Any transfer of data outside the EU/EEA will be subject to appropriate legal safeguards and agreed Data Processing and Data Transfer Agreements, (including the European Commission’s Standard Contractual

Clauses, where applicable).

Bias and Fairness

Broadpeak applies reasonable measures, consistent with industry standards and the EU Artificial Intelligence Act, to mitigate potential bias or discriminatory outcomes resulting from the use of AI Tools. However, due to the inherent limitations of AI technologies, Broadpeak cannot guarantee the complete absence of bias in generated results. The Customer acknowledges this limitation. BROADPEAK will make its reasonable efforts to provide necessary information and assistance to Customers on that respect which may be subject to professional services.

Liability

To the extent permitted by law, BROADPEAK disclaims any liability for decisions or actions taken by Customer and/or use of the Platform & Services solely on the basis of results generated by the AI Tools.

Customer Obligations

The Client undertakes not to submit to the Services any sensitive personal data or confidential information that is not strictly necessary for the provision of the Services, unless expressly agreed in writing.

Regulatory Compliance

The Parties shall cooperate in good faith to address any regulatory requirements or requests from competent authorities in connection with the EU Artificial Intelligence Act, the GDPR, or other applicable legislation.

DATA ACT

We have published an addendum for the EU Data Act available here.

MISCELLEANOUS

The relationship under such TOS are between professionals and not between professional and consumers.

Parties are independent legal entities; each acts in its own name and under its own responsibility.

If any provision of this TOS is held to be void, voidable, illegal or unenforceable, the validity or enforceability of the remaining provisions of the TOS shall not be affected. They shall remain in full force and effect.

In the event of a dispute, the electronic data recorded in BROADPEAK's information system shall constitute admissible evidence in the same way as a written document, and shall have greater probative force than any contrary elements from the Buyer's information system.

Any failure or delay in exercising any right, prerogative or provision of the TOS by either Party shall not be deemed a waiver of such right, prerogative or contractual provision in favor of the other Party unless it is set forth in writing. These TOS and all communications and notices made or given pursuant to such TOS must be in the English language. If we provide a translation of the English language version of such TOS, the English language version of the TOS will control if there is any conflict.

DEFINITIONS

The Parties agree and accept that the following terms used with a capital letter, in the singular and/or plural, shall

have, within the framework of these TOS the meaning defined below:

“Affiliate” means any entity that, directly or indirectly, through one or more intermediates, is controlled by, controls, or is under common control with Licensor or Licensee, as the case may be. For purposes of this definition only, the term “control” means the possession of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of voting stock or partnership interest, by contract, or otherwise, including direct or indirect ownership of more than fifty percent (50%) of the voting interest in the entity in question.

“Ad Insertion” means when the Ad is inserted inside a Manifest.

“Ad Impression” means when the beacon of type “Impression” is triggered server side or client side;

“API” means an application program interface.

“Agent” means a software library made available by BROADPEAK to MEMBER to install within their Environment to enable interfacing and operation of the Services as part of the MEMBER Environment.

“BROADPEAK” meansthe BROADPEAK company and its affiliates in charge of the Platform, the BROADPEAK.IO Services and its activities.

“Category” means in relation of provision of Services, a segment (e.g. group of end users, devices, players, …).

“Content” means any content as image, video, articles, presentations, publications, Software code (in both source and binary forms, sample code, SDKs, associated documentation), API, or other materials posted, and otherwise displayed or made available on or from this Platform.

“Contract” or “TOS” means the present General Terms of Use (TOS) and the Privacy Policy (including related to Cookies), as well as, for each BROADPEAK Services, the relevant Service Description, and any other terms provided as part of access and use of the Platform, its Contents and Services.

“Environment” means the MEMBER services platform which MEMBER wish to interface and connect with the Platform in order to benefit from the Services offered through such Platform by BROADPEAK.

“Insertions CPM” means cost per thousand Ad Insertions

“Impressions CPM” means cost per thousand Ad Impressions (for Enterprise plan only)

“Knowledge Center” means the Platform pages providing details, guides, API reference and information on the Platform, the Services, Content, Price.

“Manifest” meansa control file that defines the structure, URLs, and playback options of a video stream, enabling adaptive streaming

“MEMBER(S)” means the User who has an account on the Platform with access to the functionalities of the MEMBER status and Services. MEMBERSHIP Shall be construed accordingly.

“Newsletter” means the newsletter edited and published by the Platform.

“PAYG” means « pay as you go “ Plan.

“Personal Center” means the profile account page of the MEMBER on which the MEMBER can set options.

“Platform” means this Website and the BROADPEAK Service platform made available by BROADPEAK, allowing access to and use of the Services and Contents;

“Price” means the prices applicable to the selected Services as described in the Services Description and available on the Pricing Page. Pricing is defined and construed accordingly.

“Services” means Platform and the different functionalities, services, and benefits made available to the MEMBER as part of this Platform. Several Services may be organized and made available by BROADPEAK hereunder. Main Services are described in the Services Description page, as they may be updated by us from time to time. For each Services, an eligible MEMBER shall accept the applicable Service Description which will apply together with these TOS.

“Services Description” means the descriptions of the offered services, the technical requirements, the Price, and any specific terms and rules applicable to a specific Services. For each Service, a MEMBER shall accept the applicable Service Description before using them and the applicable Price.

“Software” means software-based solutions developed by BROADPEAK, comprising API, including designed for use as part of the Services.

“Trial” means limited access and use to the Services, and/or Content for the sole purpose of testing internally, excluding any commercial use.

“User” means any person who accesses the Platform, whether as a Visitor or as a MEMBER.

“Variant” means contextualized broadpeak.io output for a specific Category .

“Virtual Channel (VC)” means live streaming service with content which can be scheduled and provisioned from different sources.

“Visitor” means any person (Internet user) browsing the Platform without registering or creating any associated

account.

“You” means the User and the individual performing the registration on its behalf. **“Your”** will be construed accordingly.

NB/ for other definitions or terms check on https://developers.broadpeak.io/docs/

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BROADPEAK.IO service platform

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