

Terms of use

Linkello Office or Linkello Medical services

The purpose of these General Terms and Conditions of Use is to define the terms of use of the Linkello Services. They constitute a legal agreement between Bistri, publisher of the Linkello services and any subscriber to the platform.

These services are accessible at the following URLs:

<https://www.office.linkello.com> for Linkello Office

<https://www.medical.linkello.com> for Linkello Medical.

By subscribing or using the Site or the Services, the subscriber declares to have read and accepted without reservation the current version of these Terms of Use.

The terms used in this document are defined below.

- **Linkello** designates either the Linkello Office service or the Linkello Medical service. When necessary, the name of the variation of the Service (Office or Medical) will be specified.
- **Terms of Use** means these general terms and conditions of use applicable to the Linkello Services.
- **Subscriber** means any natural or legal person who has subscribed to the service using the Linkello service.
- **User** means any person who uses the Linkello service as a guest of a subscriber.

1. Object of the services

Linkello Office is an audio/video call service for professionals allowing its subscribers to organize video or audio calls and offering a number of additional features that evolve regularly without changing the primary function of the service.

Linkello Medical is an audio/video call service for healthcare professionals allowing its subscribers to organize teleconsultations or telecare in video or audio and offering a certain number of additional features which evolve regularly without changing the primary function of the service.

2. User account and subscription

The use of the Linkello service requires the creation of an online account. The subscriber undertakes to provide sincere information requested during its creation. The subscriber takes all useful measures to maintain the confidentiality of access to his account. In the event of fraudulent use of his account, the subscriber undertakes to immediately notify the Linkello Support service and to modify his access password without delay (in the event that he uses access to his account via the login/password system). Bistri will in no way be liable for material or immaterial damage resulting from use of the account by a third party, with or without the authorization of the subscriber.

3. Pricing and terms of payment

Subscription to the Linkello service implies the subscriber's commitment to pay the price corresponding to the services selected through packs, either annually or monthly. The method of payment is defined during the subscription.

Access to his Linkello account is immediate upon payment. No refund request will therefore be accepted for any reason whatsoever.

The prices for the Linkello service may change without this change being considered as a cause of breach of contract and a request for compensation by the subscriber. On the other hand, the subscriber can make a request for termination of the Linkello service to which he has subscribed according to the conditions described in the article provided for this purpose if the new conditions do not suit him.

4. Duration - termination

These Terms of Use are in force for an indefinite period. The subscriber may at any time terminate his Linkello account by sending an email through the Contact page of the service. This request must be made no later than 10 working days before the end of his subscription, regardless of the frequency of the subscription (monthly and annual). If this deadline is not respected, the taking into account of the termination will be effective at the end of the following period (following month for monthly subscriptions, following year for annual subscriptions). Payment remains due until the end of the effective termination.

In the case of use of Linkello services with the activation of system options that cannot be activated directly by the user, the 10-day period is extended to 90 calendar days.

5. Subscriber billing and electronic payment

For billing and payment services for the subscription to the service, Linkello integrates a third-party solution from a partner company Stripe which specializes in these areas and provides all the certifications necessary to provide these services ([https://stripe.com / spukl/legal](https://stripe.com/spukl/legal)).

6. User billing and electronic payment

The subscriber to the Linkello service can, if he wishes, offer paid online services to his users by using the Linkello service. To be paid for these services, the subscriber can use the invoicing and payment module offered by Linkello which will allow him to issue invoices and receive payment for them by his users directly from the interface. Linkello. The subscriber to the Linkello service is free to define the price of its services to its users. Bistri cannot under any circumstances be held responsible for any commercial dispute that may arise between the subscriber and his users. For this billing and payment service for subscribers, Linkello integrates a third-party solution from a partner company Stripe, which specializes in these areas and provides all the certifications necessary to provide these services ([https://stripe.com/spukl/ legal](https://stripe.com/spukl/legal))

Stripe charges a commission on money transfers to subscriber bank accounts that are independent of the service subscription price. The amount of these commissions is

indicated in the FAQ of the payment service. This amount of commission is solely dependent on Stripe's commercial policy and the regulatory constraints that may be imposed on them. It may therefore vary over time and this variation is binding on Linkello, which will inform its subscribers of this in the payment service FAQ.

7. Responsibilities and guarantees of the Linkello service

Barring force majeure, Bistri guarantees the subscriber to the Linkello service the proper performance of its service in compliance with these General Conditions of Use. The service is accessible 24 hours a day, 7 days a week. Although we make every effort to ensure that no problem occurs, you acknowledge that this accessibility may however be interrupted in the event of force majeure or technical difficulties. We cannot be held responsible for network or server malfunctions or any other event beyond our control, which would hinder or degrade access to the Services. We reserve the right to interrupt, temporarily suspend or modify without notice access to all or part of the Linkello service, in order to ensure its maintenance and/or control, or for test purposes, without the interruption, suspension or modification does not give rise to any obligation or compensation.

Under no circumstances does Bistri guarantee to the subscriber to the Linkello service the economic benefits, image or information expected by the latter for the use of the service. Under no circumstances can Bistri be held liable vis-à-vis third parties for damage resulting from the use of the Linkello service.

8. Subscriber Responsibilities and Warranties

The subscriber is solely responsible for the use he makes of the service with his users. It guarantees that the information transmitted via the Linkello Services does not contravene any legal, regulatory provision or resulting from an international convention that may be applicable to it. The subscriber may be held liable for non-compliance with these General Conditions of Use, confidentiality policies or any legal, regulatory provision or resulting from an applicable international convention. The subscriber indemnifies Bistri against any prejudice, any claim and any recourse by third parties resulting from a violation, by the subscriber, of these Terms of Use.

9. Hypertext links to third-party sites

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

10. Intellectual property

The Linkello Service and all the elements that compose it are, except for specific mentions and except for all parts of the service involving third parties, the exclusive property of Bistri. All Linkello Office or Linkello Medical trademarks and logos belonging to Bistri may not be used by the subscriber or user without the prior written consent of Bistri.

In particular, the subscriber and the user are prohibited from adapting, arranging, modifying, correcting, associating, translating into any language or any language, putting on the market free of charge or against payment, marketing, all or part of the Services provided by Linkello or any element that composes them, whatever the means and the support. No stipulation of the Terms of Use can be interpreted as an assignment of intellectual property rights, whether tacitly or in any other way.

11. Protection of personal data

The information, including personal data of subscribers and users, that could be collected by Linkello Office is done in compliance with the GDPR. All the details are described in the document « Personal data and GDPR »

12. Force majeure

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

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

13. Applicable Law – Attribution of jurisdiction

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

Last update May the 19th, 2022