

## General terms and Conditions of use

**Effective date:** March 14, 2019

### **1. Object**

Listen Léon (hereinafter: « **Listen Léon** ») offers an application accessible online via computer, tablet or mobile at <https://listenleon.com/> and a mobile application downloadable on iOS and Android (hereinafter together: « **The Application** ») allowing to give and receive spontaneous and anonymous positive testimonies from other users of the Application (hereinafter: « **The Users** »), as well as to map its strengths.

The purpose of these general terms and conditions is to define the terms and conditions of use of the services offered on the Application (hereinafter referred to as the « **Services** ») and to define the rights and obligations of the parties in this context.

It can be accessed and printed at any time by a direct link at the bottom of the Application page.

It may be supplemented, where applicable, by conditions of use specific to certain Services, which supplement these general conditions and, in the event of contradiction, prevail over them.

### **2. Application and Services Operator, Contact**

The Application and Services are operated by Listen Leon, a SAS with a share capital of 5,000 euros, registered with the RCS of Aix-en-Provence under number 842 235 533, whose registered office is located at 776, chemin du Puits Neuf in Cabriès (13480).

Listen Léon can be contacted at the following address, in particular for any complaint:

Mailing address: 776, chemin du Puits Neuf in Cabriès (13480)

Telephone: +336 67 67 54 54 27 17

E-mail address: [leon@listenleon.com](mailto:leon@listenleon.com)

### **3. Access to the Application and Services**

#### **3.1 Legal capacity**

The Application and Services are accessible:

- To any natural person having full legal capacity to enter into commitments under these general terms and conditions. A natural person who does not have full legal capacity may only access the Application and Services with the consent of his legal representative.
- To any legal person acting through a natural person having the legal capacity to enter into contracts in the name and on behalf of the legal person.

### 3.2 Application and Services for Professionals and Individuals

The Application and Services are intended for both individuals and professionals in the course of their business.

## 4. Acceptance of the general terms and conditions

The acceptance of these general conditions is evidenced by a checkbox in the registration form. This acceptance can only be full and complete. Any membership subject to reservation is considered null and void. The User who does not agree to be bound by these terms and conditions must not access the Application or use the Services.

As regards Users who are not registered on the Application, their use of the Application and/or the Services implies their acceptance of these general terms and conditions, without restriction or reservation.

## 5. Registration on the Application

- 5.1 The use of the Services requires the User to register on the Application, by completing the form provided for this purpose. The User must provide all the information marked as mandatory, including first name, last name, email address, password. Any incomplete registration will not be validated.

Upon receipt of their registration form, Listen Léon sends Users by email to the address indicated in the said form, a secret code that they must enter in order to confirm the opening of their account.

Registration entails the opening of an account in the User's name (hereinafter: the « **Account** »), giving him access to a personal space (hereinafter: the «

**Personal Space** ») which allows him to manage his use of the Services in a form and according to the technical means that Listen Léon considers most appropriate for providing said Services.

The User guarantees that all the information he/she provides in the registration form is accurate, up to date and sincere and is not misleading.

He undertakes to update this information in his Personal Space in the event of changes, so that it always corresponds to the above-mentioned criteria.

The User is informed and accepts that the information entered for the purpose of creating or updating his Account is proof of his identity. The information entered by the User is binding as soon as it is validated.

- 5.2 The User may access his Personal Space at any time after identifying himself using his login ID and password.

The User undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, unless he bears full responsibility.

He is also responsible for maintaining the confidentiality and security of his username and password, any access to the Application using the latter being deemed to have been made by the User. The latter must immediately contact Listen Léon at the coordinates mentioned in the article "Application and Services Operator, Contact" if he notices that his Account has been used without his knowledge. He recognizes Listen Léon's right to take all appropriate measures in such cases.

- 5.3 Professional Users have the option of appointing a User Group Administrator (hereinafter: an « **Administrator** ») either:

- By sending a request to Listen Léon by email to the contact details in article 2;
- Either directly on the Application.

A Director will have the capacity:

- to invite or delete Users from its group;
- to edit the general information of his group (name, logo, etc.);
- to complete the black list of prohibited words specific to his group;
- to be alerted of any posted messages or Users.

## 6. Description of the Services

The User has access to the following Services, in a form and according to the functionalities and technical means that Listen Léon considers most appropriate.

## 6.1 Exchange of positive testimonies (free of charge)

### 6.1.1 Sending Testimonials

The Application allows its Users to give and receive spontaneous and anonymous positive feedback (hereinafter referred to as « **Feedback** »), and to manually select one or more qualities predefined by Listen Léon that will illustrate his Feedback.

The Testimonials meet the following requirements:

- Confidentiality: no User has access to the Accounts, messages or contacts of other Users, not even the Administrator of a group;
- Anonymity: by default, each Testimony is sent anonymously, except in the event that its author expressly wishes to sign it.

The User may send a Testimony to another User in a group to which he has access or find another User via the Application's search engine.

Finally, the User has the « Feedforward » functionality: with this functionality, each User who has received a Testimony can request a new Testimony from his author to increase this strength.

### 6.1.2 Receiving Testimonials

The Testimony will be received by its recipient between 1 and 7 days after the date it is sent by the User, one business day.

The recipient of said Testimony will receive it in his Listen Léon inbox, or will receive an email notification if he is not a User, so that he can register on the Application.

Each User has access to Léon's safe, which contains all the Testimonials received and sent. The User may delete a Testimony from his safe at any time.

### 6.1.3 Report and block inappropriate content

Each User may report and/or block content or a User who does not comply with these general conditions and/or the provisions of a law or regulation in force, directly on the Application or by sending an e-mail to [leon@listenleon.com](mailto:leon@listenleon.com).

Each report will be reviewed by Listen Léon who will immediately take appropriate action.

## 6.2 Strengths Mapping (fee-based)

The content of the Testimonials is analyzed by Listen Léon, who will map the strengths of each User as seen by his peers (hereinafter: the « **Strengths Mapping** »).

## 6.3 Dashboard (chargeable)

Each User can have access to a dashboard (hereinafter: « **the Dashboard** »), containing various information that reflects his activity on the Application and in particular:

- His profile information;
- A statistical graph on the number of testimonies received and sent;
- Its mapping of forces;
- And any other information and statistics that Listen Léon considers relevant.

## 6.4 Putting you in touch (for a fee)

From the Force Mapping, Léon List can propose to each User connections with other Users, who will form a group that can be administered by an Administrator.

## 6.5 Gamification (fee-based)

The User has access to functionalities allowing him/her to multiply his/her exchanges with other Users in a fun way, and to promote a sustainable use of the Application.

## 6.6 Other Services

Listen Léon reserves the right to offer any other Service it deems useful, in a form and according to the functionalities and technical means it deems most appropriate for providing said Services.

## 7. Financial conditions

## 7.1 Free services

Access to the Application and the Testimonial Exchange Service is provided free of charge to individual and professional Users.

## 7.2 Paid services

### 7.2.1 Subscription

Access to Force Mapping, the Dashboard, networking and gamification are paid Services, both for individual and professional Users, to which they may subscribe by subscribing (hereinafter: the « **Subscription** ») to the Application.

### 7.2.2 Fixed price

The Professional User may allow his employees and collaborators to benefit from all the Services by subscribing to a "collaborators' package", the price of which will be fixed according to the number of employees and collaborators concerned within his company.

## 7.3 Billing

An invoice is sent by Listen Léon to each User by any useful means in the event of subscription to an employee package or a Subscription. It is payable in full upon receipt.

## 7.4 Payment terms and conditions

The price of the Subscription and the collaborators' package is indicated on the Application. Unless otherwise stated, it is expressed in Euros and all French taxes included.

Listen Léon reserves the right, at its free discretion and according to terms and conditions of which it will be the sole judge, to propose promotional offers or price reductions.

The price of the Subscription or a collaborators' package is due when the order is placed.

Payment can be made online, by credit card, through the **Stripe** secure online payment service or by any other means that will be offered on the Application at the time of ordering.

The User guarantees Listen Léon that he has the necessary authorizations to use the chosen payment method.

## 7.5 Compensation

The User expressly accepts that all obligations to pay the sums of money arising between himself and Listen Léon, which are not subject to discussion as to their due date and amount, will automatically and informally offset each other, regardless of whether or not the conditions for legal compensation are met. However, the effect of this compensation may not have the effect of exempting the parties from their accounting obligations, in particular with regard to the issue of invoices.

## 7.6 Delays and payment incidents

The User is informed and expressly accepts that any delay in payment of all or part of an amount due on its due date will automatically result, without prejudice to the provisions of the article « Sanction of breaches » and from the first presentation of a formal notice by registered letter AR :

- (i) the lapse of the term of all sums due by the User and their immediate payment;
- (ii) the immediate suspension of the Services in progress until full payment of all sums due by the User;
- (iii) the invoicing to Listen Léon of late payment interest at the rate of 1.5 times (one and a half times) the legal interest rate, based on the amount of all sums due by the User.

## 8. Express waiver of the right of withdrawal

Individual Users are informed that a right of withdrawal applies in principle to service contracts concluded at a distance between a trader and a consumer, which must be exercised within 14 (fourteen) days of the conclusion of the contract.

**However, they are expressly informed and accept that the Services are provided to them upon registration and are thus fully executed before the end of the withdrawal period referred to above.** Consequently, they expressly waive their right of withdrawal, which may not therefore be exercised, in accordance with Article L. 221-28 of the Consumer Code.

## 9. Convention of proof

The User expressly acknowledges and accepts:

- (i) that the data collected on the Application and Listen Léon's computer equipment are proof of the reality of the operations carried out hereunder,
- (ii) that these data constitute the main mode of proof accepted between the parties, in particular for the calculation of the sums due to Listen Léon.

The User can access this data in his Personal Space.

## 10. Obligations of the User

Without prejudice to the other obligations provided for herein, the User undertakes to comply with the following obligations.

- 10.1** The User undertakes, in his use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

He is solely responsible for the proper performance of all formalities, in particular administrative, fiscal and/or social formalities and all payments of contributions, taxes or levies of any kind that may be required in connection with his use of the Services. Listen Léon cannot be held liable in any way for this.

- 10.2** The User acknowledges having read about the Application of the characteristics and constraints, in particular technical constraints, of all the Services. He is solely responsible for his use of the Services, and in particular for the relationships he may establish with other Users and the information he communicates to them in the context of the Services. It is up to him to exercise appropriate discernment in these relationships and communications. In addition, the User undertakes, in his exchanges with other Users, to respect the usual rules of courtesy and politeness. He also refrains from any inappropriate behaviour towards other Users.

- 10.3** Users expressly declare that they are informed and accept that the Services are provided exclusively in a spirit of kindness and positive feedback, and undertake to use them in this spirit.

- 10.4** Users acknowledge and accept that the Services are not intended to guide them in their professional life or in their relations with their employer or with third

parties. They are solely responsible for the choices and decisions they may have to make in this regard.

Nor is it the purpose of the Services to guarantee the User a promotion or salary increase.

- 10.5** The User undertakes to make strictly personal use of the Services. He therefore refrains from assigning, conceding or transferring all or part of his rights or obligations hereunder to a third party in any way whatsoever.
- 10.6** The User undertakes to provide Listen Léon with all the information necessary for the proper performance of the Services. More generally, the User undertakes to cooperate actively with Listen Léon in order to ensure the proper execution of the present contract.
- 10.7** The User is solely responsible for the content of the Testimonials he or she disseminates as part of the Services (editorial, graphic, or other) (hereinafter referred to as the « **Content** »).

He guarantees Listen Léon that he has all the rights and authorizations necessary for the distribution of this Content.

It undertakes to ensure that such Content is lawful, does not infringe public order, morality or the rights of third parties, does not infringe any legislative or regulatory provision and, more generally, is in no way liable to bring Listen Léon into civil or criminal liability.

The User thus refrains from distributing, in particular and without this list being exhaustive:

- pornographic, obscene, indecent, offensive or unsuitable content for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist,
- infringing Content,
- Content that is harmful to the image of a third party,
- Content that is false, misleading or that offers or promotes illegal, fraudulent or deceptive activities,
- Content harmful to third parties' computer systems (such as viruses, worms, Trojan horses, etc.),
- and more generally Content likely to infringe the rights of third parties or be harmful to third parties, in any way and in any form whatsoever.

- 10.8** The User must take the necessary measures to safeguard by his own means the information in his Personal Space that he considers necessary, no copy of which will be provided to him.
- 10.9** The User is informed and accepts that the implementation of the Services requires that he/she be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she is solely responsible.

## **11. User Warranty**

The User guarantees Listen Léon against any complaints, claims, actions and/or claims of any kind that Listen Léon may suffer as a result of the User's violation of any of its obligations or guarantees under these general terms and conditions.

He undertakes to compensate Listen Léon for any prejudice she may suffer and to pay her all costs, charges and/or sentences she may have to bear as a result.

## **12. Prohibited behaviour**

**12.1** It is strictly prohibited to use the Services for the following purposes:

- the exercise of illegal, fraudulent activities or activities that infringe the rights or safety of third parties,
- the breach of public order or the violation of laws and regulations in force,
- intrusion into a third party's computer system or any activity likely to harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security,
- sending unsolicited emails and/or commercial prospecting or solicitation,
- manipulations intended to improve the referencing of a third party site,
- the use of the Application to distribute information or links redirecting to a third party site,
- aiding or abetting, in any form and by any means, one or more of the acts and activities described above,
- and more generally any practice that diverts the Services for purposes other than those for which they were designed.

**12.2** Users are strictly prohibited from copying and/or diverting the concept, technologies, all or part of the data or any other element of the Application for their own purposes or those of third parties.

**12.3** The following are also strictly prohibited: (i) any conduct likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusions or attempted intrusions into Listen Léon's systems, (iii) any diversion of the Application's system resources, (iv) any actions likely to impose a disproportionate burden on the latter's infrastructure, (v) any breach of security and authentication measures, (vi) any acts likely to affect the financial, commercial or moral rights and interests of Listen Léon or the users of its Application, and finally, more generally (vii) any breach of these general conditions.

**12.4** It is strictly prohibited to monetize, sell or grant all or part of the access to the Services or the Application, as well as to the information hosted and/or shared therein.

### **13. Sanctions for breaches**

In the event of a breach of any of the provisions of these general terms and conditions or, more generally, of a breach of the laws and regulations in force by a User, Listen Léon reserves the right to take any appropriate action and in particular to :

- Suspend, delete or prevent access to the Services of the User, who committed or participated in the breach or infringement,
- delete any content posted on the Application,
- publish on the Application any information message that Listen Léon deems useful,
- notify any relevant authority,
- initiate any legal action.

### **14. Responsibility and warranty of Listen Léon**

**14.1** Listen Léon undertakes to provide the Services diligently and in accordance with the rules of the art, it being specified that it is under an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

**14.2** Listen Léon is not aware of the Testimonials posted by Users as part of the Services, on which it does not perform any moderation, selection, verification or control of any kind and in respect of which it only acts as a hosting provider.

Consequently, Listen Léon cannot be held responsible for the Content, the authors of which are third parties, any possible claim must first be directed to the author of the Content in question.

Listen Léon has, however, set up automatic filters to block certain messages that may be harmful to Users.

**14.3** Listen Léon has, however, set up automatic filters to block certain Testimonials that do not comply with these general conditions.

**14.4** The purpose of the Services offered by Listen Léon is to give and receive spontaneous and anonymous positive testimonials from other Users.

Listen Léon is not a party to the relationships that may be created between Users and does not intervene in them.

Consequently, Listen Léon cannot be held responsible for any consequences that may result from such exchanges between Users outside the Application, or outside the scope of the Services.

**14.5** Listen Léon undertakes to carry out regular checks to verify the operation and accessibility of the Application. In this respect, Listen Léon reserves the right to temporarily interrupt access to the Application for maintenance purposes.

Similarly, Listen Léon cannot be held responsible for any temporary difficulties or impossibilities of access to the Application due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications networks.

**14.6** Listen Léon does not guarantee to Users (i) that the Services, subject to constant research to improve their performance and progress, will be totally free of errors, defects or defects, (ii) that the Services, being standard and in no way offered solely to a given User according to his own personal constraints, will specifically meet his needs and expectations.

**14.7** In any event, the liability that Listen Léon may incur hereunder is expressly limited to the direct damages proven to have been suffered by the User.

## **15. Intellectual Property**

The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, trademarks, databases, etc...) operated

by Listen Léon within the Application are protected by all intellectual property rights or rights of database producers in force. Any disassembly, decompilation, decryption, extraction, reuse, copying and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Listen Léon are strictly prohibited and may be the subject of legal proceedings.

## **16. Personal data**

Listen Léon has a personal data protection policy, the characteristics of which are explained in the document entitled « *Charter on the protection of personal data* », of which the User is expressly invited to read.

## **17. Advertising**

Listen Léon reserves the right to insert on any page of the Application and in any communication to Users any advertising or promotional messages in a form and under conditions of which Listen Léon shall be the sole judge.

## **18. Commercial references**

The User expressly authorizes Listen Léon to quote it and to use, where applicable, the reproduction of its trademark or logo as commercial references, in particular during events or demonstrations, in its commercial documents and on its website, in any form whatsoever.

## **19. Duration of Services, unsubscription**

**19.1** The Free Services are subscribed for an indefinite period of time.

**19.2** The Paid Services subscribed to in the form of an Annual Subscription shall commence on the day of their subscription, subject to payment of the price in accordance with the "Financial Conditions" article, for the duration subscribed to by the User from date to date.

Any Subscription period started is due in full.

**19.3** The User may unsubscribe from the Services at any time through his Personal Space.

The unsubscription is effective immediately. It results in the automatic deletion of the User's Account and cannot give rise to any refund.

## 20. Amendments to the Regulations

Listen Léon reserves the right to modify these general conditions at any time.

The User will be informed of these changes by any useful means.

The User who does not accept the modified general terms and conditions must unsubscribe from the Services in accordance with the terms and conditions set out in the article « Duration of the Services, Unsubscription ».

Any User who uses the Services after the amended terms and conditions come into force is deemed to have accepted these changes.

## 21. Language

In the event of a translation of these general terms and conditions into one or more languages, the language of interpretation shall be French in the event of a contradiction or dispute as to the meaning of a term or provision.

## 22. Mediation

The Individual User has the right to have recourse, free of charge, to a consumer mediator for the amicable resolution of any dispute relating to the execution of the present contract between him and Listen Léon, under the conditions provided for in Articles L611-1 et seq. and R152-1 et seq. of the Consumer Code.

For this purpose, he can contact the following consumer ombudsman:

Mediation and amicable settlement centre for bailiffs (Medicys)

Postal address: 73 Boulevard de Clichy, 75009 Paris

E-mail address: [contact@medicys.fr](mailto:contact@medicys.fr)

Telephone: 01 49 70 15 93

<http://www.medicys.fr/index.php/consommateurs/>

In the event of a complaint possibly formulated by a European consumer, who has not found an amicable solution with Listen Léon's customer service, said consumer may use the European platform for the settlement of consumer law disputes accessible at the following url address:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>.

### **23. Applicable law and jurisdiction**

These general conditions are governed by French law.

In the event of a dispute concerning the validity, interpretation and/or execution of these general terms and conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction to judge them, unless mandatory procedural rules to the contrary apply.