



TERMS & CONDITIONS (“T&Cs”)

1. Publisher

This website is owned and operated by AGORIZE, Registry under no. 530 774 439 R.C.S. Paris, having its registered office at, 15 rue Beranger, 75003 PARIS, France (“Company Name,” “we” or “us”).

Created and hosted by AGORIZE SAS, a simplified joint-stock company with a capital of €107,217.90, registered with the Paris Trade and Companies Registry under no. 530 774 439, having its registered office at 15 rue Béranger, 75003 Paris, France.

2. Subject

Agorize provides an innovation platform service accessible at www.agorize.com (“Website”), which allows businesses and organizations looking for innovative ideas for problems and challenges to connect with innovators.

These T&Cs govern your access to and use of the Website and its Services.

By opening an account on the Website, you must tick a box, and confirm that you have read and accepted these T&Cs, which form a legally binding contract between you and Agorize.

If you wish to participate in a specific Challenge, you will be asked to review and accept the rules applicable to the specific Challenge.

Please read the following carefully. If you do not accept these T&Cs, do not use the Website. We may amend these T&Cs at any time by posting an updated version to this web page and notifying you before the amended T&Cs take effect.



To improve your user experience, we may also modify, without prior notice, the structure and design of our Website, as well as some Services or content.

3. Definitions

In this document,

“Account” means the account that must be created to become a Member and access the Services offered by the Website;

“Brief” means the concise statement of the instructions and guidelines for a Challenge prepared by a Sponsor;

“Challenge” means an invitation for proposals to solve a specific problem or challenge issued by a Sponsor, who may offer an award for the winning Deliverables submitted via the Website by a Member registered to participate in the Challenge, and in accordance with the Challenge Rules;

“Challenge Rules” refers to the rules applicable to a Challenge and which are binding between the Sponsor and each Challenge participant. In the event of discrepancies or contradictions with the T&Cs, the Challenge Rules shall apply;

“Community” refers to all Members of the Website;

“Deliverables” all submissions, original ideas, documents or other materials (such as presentations, videos, etc.) uploaded to the Website by Members in response and as a solution to a specific Challenge;

“Member” means any individual having an Account on the Website;

“Services” means all products, services, content, features, technologies or functions delivered by us via the Website; and



"Sponsor" means the company or organization that sponsors a Challenge and submits a Brief and Challenge to Members via the Website.

4. Opening an Account

A. Conditions

You must be 18 years or older. You must be 18 years or older to use our Services, and by opening an Account you declare that you meet this condition.

You must have authority to bind your business. You confirm that you have authority to bind any business or entity on whose behalf you use our Services, and that business or entity accepts these terms.

B. Creating an Account

The Website allows Members to view and enroll in Challenges and to interact with other Members, Sponsors or Agorize through message boards, chat, email and messaging. You can view the Briefs and Challenges if you are not registered, but you cannot enroll in or participate in a Challenge without first opening an Account and becoming a Member.

To create your Account, you can either:

- complete the mandatory fields in the registration form (e.g., name, email and password and any information of your specific settings). An Account activation link will be emailed to you; your Account is activated once you click on the link; or
- open an Account using Facebook, LinkedIn, Twitter, or Google+. By using this feature, we will access, publish and retain personal data obtained from these platforms. You can delete the link between your Account and these platforms at any time. If you want to learn more, read our Privacy Notice and those of such third-party platforms.



To open an Account, you must have read and accepted these T&Cs and our Privacy Notice.

C. Accuracy of Account

You agree that your profile Account contains accurate and true information, and that you will update it, as needed.

D. Password

You are responsible for keeping your Account password confidential. You agree to inform us if there is an unauthorized use of your Account or a security breach, such as loss or theft of your login information.

5. Services

The Website is an online innovation platform on which Sponsors can create and post Briefs and Challenges in which Members can participate, subject to the specific conditions of each Challenge as set out in the Challenge Rules.

As a Member:

- you may access a personalized space on the Website that contains your profile, allows you to view the Challenges in which you have enrolled, and to communicate and exchange messages, including by email and chat, with Members, Sponsors, mentors, and Agorize;
- you may register for Challenges, provided you meet the conditions of the Challenge Rules;



- you may participate in a Challenge, individually, as a representative of a business entity, or by creating or joining a team, as specified in the Challenge Rules;
- you may upload Deliverables in response to a Challenge, as specified in the Challenge Rules;
- you may retrieve the data and Deliverables that you submitted during your participation in a specific Challenge, as specified in the Challenge Rules.

Sponsors may offer awards for the winning Deliverables submitted by Members registered to participate in a Challenge, in accordance with the Challenge Rules.

Sponsors are solely responsible for assessing all Deliverables and independently decide, in accordance with their own criteria, on the winner(s) of a Challenge. Decisions made by Sponsors are considered final.

6. Content posted by you on the Website

You may communicate with other Members, mentors, Agorize or Sponsors via the Website. Any information you provide on the Website, both during registration and use of the Services (such as, public message board postings, emails, chats, Deliverables, etc.) is subject to the following:

- You agree that content posted by you will be accurate and will not: (i) infringe any third party's copyright, trademark, patent or other proprietary rights or rights of publicity or privacy, or (ii) violate any law (including export control, unfair competition, anti-discrimination or false advertising).
- Regarding Deliverables, you guarantee that (i) you are the owner or authorized user of the intellectual property contained in your Deliverable and that (ii) you are not required to transfer your rights over the Deliverable to a third party pursuant to an employment relationship or other contract; or that (iii) you have obtained any necessary authorizations from your employer or co-contracting party before



submitting the Deliverables. At any time, you may be asked to make legally binding warranties and representations to the Sponsor in relation to a Deliverable or any specific information that you submit.

- You are solely responsible for the content that you publish or upload to the Website, and for the transfer of technologies or information with which you are involved. Agorize expressly disclaims any liability or responsibility thereto.

7. Member Rules of Conduct on the Website

Certain rules apply to Members. When using our Website, you agree:

- to not submit to us or other Members, mentors, the jury, or Sponsors false, misleading, malicious or fraudulent information;
- to not post content of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging illegal activities, or more generally content that is contrary to good morals or the purposes of the Website;
- to not infringe the rights and image of Agorize, such as its intellectual property rights;
- to not open more than one Account on the Website or open an Account in the name of a third party;
- to not use the Account of another Member;
- to not try to bypass the Website, such as by trying to contact or send a Sponsor your Deliverables outside of the Website;



- to not transfer data that contains viruses, worms, Trojan horses or any computer file or program that could interrupt, destroy or limit the functioning of any computer or network linked directly or indirectly to the Website;
- to not use any device, software or routine that could interfere with the proper working of the Website or which is intended to damage, interfere with, intercept or expropriate any system, data or personal information;
- to not to take any action (such as, spamming) that imposes an unreasonable load on our Website;
- to not violate the principle of confidentiality, which may exist within the framework of a Challenge; and
- to, more generally, not to act in a way that violates the law or breaches these T&Cs.

8. Confidentiality

Within the framework of a Challenge, you may be required to maintain certain information confidential.

You agree to defend, indemnify, and hold Agorize harmless, from and against all claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal fees, arising from your unauthorized and prohibited disclosure of confidential information.

9. Intellectual Property Rights

A. Member grant of license to Agorize

For the purposes of our Website and to enable the Services, you grant Agorize a



non-exclusive license, free of charge, for the entire world and for the duration of your contractual relationship with us, to use the content and data that you submit on the Website. Specifically, you authorize us to display, distribute, publish, reproduce, represent, adapt, use and translate any content you provide, and to broadcast it via the Website and any other communication protocol and to share it with the public, Community and Sponsors.

B. Agorize 's IP Rights / Limited License

This Website is controlled and operated by Agorize. Our proprietary software, and our materials on the Website, including logos, trademarks, trade names, images, text, illustrations, audio, video files and the selection, coordination and arrangement of such materials, are protected by copyrights, trademarks, service marks, or other proprietary rights which are either owned by us or owned by other parties who have licensed their intellectual property to us, and all other trademarks, service marks, and trade names used on the Website are the property of their respective owners.

Subject to being a Member, Agorize grants you a non-exclusive, revocable, personal and non-transferable license, to use the Website, for your personal and private use, on a non-commercial basis and in compliance with the purposes of the Website.

You are prohibited from any other use or exploitation of the Website and Services, and their content, without the prior written permission of Agorize. Notably, you are prohibited from:

- reproducing, adapting, distributing, publicly representing and disseminating the Website, the Services, Briefs, Challenges and the content of the Website;
- extracting or attempting to extract (notably using data mining robots or any other similar data collection tool) a substantial part of the data of the Website;



- copying, modifying, creating a derivative work of, reverse engineering, reverse assembling or otherwise attempting to discover any source code;
- modifying or attempting to modify the Website in any manner or form, except that you have the right to modify your self-generated content on the Website;
- framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including Challenge descriptions, images, text, page layout, or form);
- using any meta tags or other "hidden text" with Agorize's name or trademarks.

Any unauthorized use by you that contravenes the above terminates the license granted by us.

All new versions, updates or changes to our Website, Services or related content shall be subject to these T&Cs. Agorize reserves all rights not expressly granted by the present T&Cs.

C. Remedies

If you believe that your legitimate intellectual property rights have been violated by the introduction of certain content on the Website, you must notify Agorize and provide us with the following:

- Your contact information. If the claim is on behalf of a third party, please include proof of your right to represent the third party;
- Identification of the specific Website content that you consider is protected by intellectual property rights as well as its location on the Website (indicating the URL link);
- Accreditation of the aforementioned intellectual property rights; and reasons for the supposed violation.



10. Role of Agorize / Limitation of liability

Agorize has no control over the behavior of Members, Sponsors, mentors or other users of its Website. We do not control the information provided by others that is made available through the Website; other user's information may be inaccurate.

By accepting these T&Cs, you acknowledge that Agorize does not control in any manner the nature, quality, legality or timing of Challenges. You agree that Agorize, in its capacity as an intermediary, does not provide any Challenges and is not a party to any agreement entered into by you and the Sponsor with respect to a Challenge.

Agorize has no control over and is not responsible for the acts or omissions of Sponsors, or the quality, accuracy or legality of the Briefs or Challenges. We do not endorse any Sponsor.

Members act under their sole and full responsibility.

In its capacity as an intermediary, Agorize cannot be held liable if a Challenge fails to occur as intended, such as because of:

- erroneous information communicated by the Sponsor in its Brief or Challenge, or by any other means, with regard to the Challenge and its terms;
- cancellation or modification of a Challenge by a Sponsor;
- non-payment of the prize or award by a Sponsor;
- the behavior of its Members during, before or after a Challenge or at any other time.

We are not responsible for the content or use of any Deliverables, for the Member's lack of success in a Challenge, for any damage caused to a Member by Sponsors, for any indirect damage such as financial loss, loss of business or moral damage that a Member may suffer through its use of the Website or by participating in a Challenge.

You agree to look solely to the Sponsor for any claims you may have regarding information provided by the Sponsor. If you have a dispute with another Member, you



hereby release Agorize from all claims of any kind arising out of such dispute.

Agorize shall not be liable to you for any damages, claims, expenses or other costs you incur as a result of third-party claims related to your use of the Services. Under no circumstances, shall Agorize be liable for any indirect damages, or for any damages totaling more than one hundred (100) Euros, assuming that such damages have been duly proven. You agree that you will be responsible for, and at Agorize's request, defend Agorize from third-party claims arising out of information you provide to Agorize for publication or any breach by you of these T&Cs.

You agree that regardless of any statute or law to the contrary, any claim or cause of action related to your use of the Services must be filed within one (1) year after such claim or cause of action arises or be forever barred.

11. Account suspension, restrictions of access, and termination

You can terminate your contractual relations with Agorize and close your Account at any time by clicking on the "Delete your profile" tab on your profile page or by contacting Agorize. The termination takes effect immediately.

If you breach your undertakings as set out in these T&Cs or if we have genuine reason to believe that the security and integrity of Agorize, its Members, Sponsors, or third parties are at risk, we reserve the right to:

- immediately terminate these T&Cs binding you and Agorize; and
- temporarily or permanently suspend your Account.

When this is necessary, you will be notified of such measures to enable you to respond. Agorize will decide, at its sole discretion, whether to lift the measures put in place.



12. Personal Data we collect and process

In using the Website and registering as a Member, you acknowledge and accept the processing of your personal data by us as set out in our Privacy Notice.

13. Operation, availability, and functionalities of the Platform

We shall try as far as possible to maintain the Website continually accessible. But access to the Website or the use of certain features may be suspended or disrupted without notice, due to technical maintenance, migration, or updates, or owing to outages or constraints linked to the network or for other technical reasons.

We reserve the right to modify or suspend all or part of your access to the Website or its features, at our sole discretion, temporarily or permanently.

14. Hyperlinks

Our Website contains links to other websites. We do not control those websites and are not responsible for their content. By including these links, we are not endorsing the material on those websites or implying any association with their operators.

15. Modification of the T&Cs



These T&Cs and the documents integrated by reference express the entire agreement between you and Agorize relative to your use of the Website and the Services.

Agorize may modify these T&Cs to adapt to its technological and commercial environment and to comply with the law. Any modification to these T&Cs will be published on the Website with a mention of the effective date, and you will be notified by Agorize before the changes take effect.

16. Applicable law and dispute resolution

These T&Cs are governed and construed in accordance with, French law and professional standards applicable in France, without giving effect to any principles of conflicts of law.

We invite you to submit to us any complaints that you might have using the contact information provided above. If a contractual dispute between you and Agorize cannot be amicably resolved, you may use mediation free of charge, and may consult <https://www.economie.gouv.fr/mediation-conso> to appoint a mediator.

If the dispute cannot be settled by mediation, you irrevocably agree to submit all disputes to the jurisdiction of the competent court of Paris, France.

For the exclusive benefit of Agorize, Agorize shall also retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these T&Cs are entered into in the course of your trade or profession, in the country of your principal place of business.

17. Webhosting AMAZON WEB SERVICES

Region of operations (i.e. server location) :

eu-west-3 (Paris, France)

Headquarters:



Amazon Web Services,
Inc. P.O. Box 81226 Seattle,
WA 98108-1226
<http://aws.amazon.com>

18. Credit for Website design and Publisher Contact

AGORIZE
15 rue Béranger
75003 Paris, France
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Tel.: (+33) 0 1 55 43 79 45

19. Effective Date

The date is to be agreed according to license start-up after Agorize team contacts the customer.