

Terms of use of the Livstick

1. Definitions

1.1. Livstick

Livstick is a service that enables a person to link to an object, document, gift, a personalised message that can be a video, a picture and/or a simple text. The Livstick can be used thanks to a code that has to be typed on a landing page, or by clicking on an hyper-link, or by scanning a QR Code.

Livstick is a service of the company MEEMENTO, SAS with a capital of 10 000€ with its headquarter at 13 Bis Avenue de la Motte Picquet, 75007 Paris France.

1.2. Code

The service is accessible by the use of a unique code, to which a message will be linked. This code can be explicitly displayed and/or inserted in an hyper-link, proposed to the User and the Beneficiary of the service.

1.3. Landing Page

This is the Internet Page where the Livstick code needs to be typed by either the User of the service, to record a message or by the Beneficiary of the service to see the message recorded.

1.4 Site

The Site represents all the web pages proposed to the User and the Beneficiary to either record or view a message.

1.5 Data

Data are the elements collected from the User of the service, like the message recorded and any additional information that may be requested like for exemple an email address.

1.6 Partner

The Partner is the company that proposes the Livstick on the products or services it markets to its clients.

1.7 User

The User is the person that records a message.

1.8 Beneficiary

The Beneficiary is the person that views a message.

2. How to use the Livstick

The Livstick can be used thanks to a code, supplied to the User and the Beneficiary by the Partner.

That Code can either be typed on a Landing Page or can be inserted in an hyper-link that the User will have to click on.

The user will then access the Site where he will be able to record a message, that can be a video, a picture and/or a simple texte.

That Code (or hyper-link) will also be proposed to the Beneficiary that will discover the message by either typing the Code on the Landing Page or by clicking on the hyper-link.

3. Range of the service

The Terms and Conditions, as described in this document outline the nature of the contractual and legal relationship between a User and Beneficiary of the Livstick (« You ») and Meemento, the company that created and operates the service. Meemento is a French SAS, with a capital of 10 000€ and is headquartered at 13 Bis avenue de la Motte-Picquet, 75007 PARIS and is registered at the Paris RCS under the number 532 889 201 (« Meemento»).

The Terms and Conditions can be accessed and read before the recording or the viewing of a message.

You must read and accept these Terms before you use the Livstick Service. These Terms may change over time but you will find here the most recent version.

By accepting the Terms and Conditions, you agree to use the service as hereby defined, within the limits and principles described in this binding document.

4. Use of the site

The site enables you to link a message to your Livstick code. You can either create a message when you use the Livstick or you can upload an existing video/picture that you previously had on your device. Also, you will have to type your email address. You agree to supply us with legitimate and sincere informations.

Meemento may refuse (and delete) a message that may contain or be considered as offensive, profane, and/or that may contain explicit and/or inappropriate content or that could be interpreted as threatening or harassing. It is therefore clearly specified here that all messages might be viewed by Meemento and the Partner, for moderation purposes only and to ensure compliance with these Terms, and to comply with applicable law or other legal requirements.

You will indemnify and hold harmless Meemento and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with (i) your access to or use of the Livstick Service, (ii) Your Content, or (iii) your breach of any warranties made by you hereunder or your violation of any other provision of these Terms.

5. Confidentiality of your data

Your personal data might be used to:

- allow you to modify your message
- notify you when your message will be first viewed
- send you a « answer message » if one was recorded by the Beneficiary
- let you demand and access all data collected regarding your use of the Service
- allow you to ask us to delete all data regarding your use of the service
- to contact you in case there is a problem with the Service
- to contact you if there is a problem with the nature of your message
- and to inform you about Meemento service and offers.

The information you are providing are required of the proper delivery of the service provided. Meemento is therefore authorised to use them. Lack of information provided may result in the termination of the Service.

By using the Livstick, you agree to supply sincere and exact information. Providing false information goes against the Terms and Condition of the Service. As required by the law "Informatique et Libertés", the processing of your informations has been notified to the Commission Nationale de l'Informatique et des Libertés (CNIL). You can at all time access and rectify the data we have collected in connection to your use of the Service (article 34 de la loi du 6 janvier 1978). You can at all time ask Meemento to send you all the data collected regarding your use of the Service. You can ask Meemento at all time to modify such data in

case of an error or omission. Meemento and the Partner are the sole repository of your data. As such, there are the only entities that could send you information regarding their services.

6. User's rights (GDPR)

6.1 Data retention

In compliance with the article 5 of the new GDPR legislation, that specifies that personal data should not be kept and stored for a longer than necessary time, we hereby specify that we will keep your data on our server « as is » for a period of 5 year or until asked to delete them. This can be asked by mail (contact@livstick.com) or by going to the page <http://gdpr.livstick.com>. After that time period, your data will either be deleted or anonymised.

6.2 Right of access to the data (Art.15)

The User can go to the page (<http://rgpd.livstick.com>) where he can enter his LIVSTICK's code and the email address used when he recorded a message. An email will then be sent with a link to access all data collected regarding his use of the service.

Such request can also be done by sending us an email (rgpd@livstick.com) and ask us about the purpose of our data processes, the data elements collected and the data retention period.

6.3 Right to request the rectification of data (Art 16)

The User can at all time modify the recorded message and the data filled such as the address email used. This is possible thanks to an email sent after the use of our service, that will include an hyper-link allowing such modifications. If that email is lost, the User can of course ask us to send it again.

6.4 Right to be forgotten (Art 17)

The User can at all time ask us to delete all the data collected regarding his usage of the service. We will of course comply with the request. However, our platform needs to retain certain data for statistical purposes as well as business reasons (since our business model is based on usage). So some information may remain in our database but would be then anonymised so that they cannot longer be linked to a specific User.

6.5 Right to limit/suspend the service (Art 18)

The User can ask us at all time to suspend the use of the Service. The recorded message would then become unavailable. We could also decide ourself to suspend a specific message, should we discover that such message is in violation of our Terms of Use, due to its offensive nature.

6.6 Right to transfer data (Art 20)

This right enables a User to ask us to supply him with all data collected in a readable and usable format, so that the data can be given to a third party for alternative usage.

Though we believe that such a request would not apply to our service, the User can still download at all time (through the <http://gdpr.livstick.com> page) all data collected in an EXCEL/CSV format. That file will contain both personal and system data.

6.7 Right to object (Art 21 et 22)

The User can at all time object to the processing of their personal data in certain circumstances. That objection can be notified by sending us an email at contact@livstick.com. The service would be then suspended or terminated.

7. Intellectual Property

The Livstick Service includes text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Livstick Service to you. Except for Your Content, Livstick Content, the Livstick Service and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other

laws of France and foreign countries. You agree not to remove, change or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Livstick Service.

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8. Limit of Liability

Our goal is to provide helpful and accurate information on the Livstick Service, but we make no endorsement, representation or warranty of any kind about any Livstick Content, information, services or recommendations. We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Livstick Service. If you rely on any Livstick Content or the Livstick Service, you do so solely at your own risk.

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IN NO EVENT WILL Livstick'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE Livstick SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO Livstick FOR USE OF THE Livstick SERVICE OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO Livstick, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Livstick AND YOU.

9. Financial Conditions

The Livstick service is hereby proposed by the Partner under its own financial terms and conditions.

10. Termination

If you violate these Terms, we reserve the right to deactivate your account or terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete Your Content and other information related to your account. You may cancel your account at any time by contacting Customer Support. Upon any termination, discontinuation or cancellation of the Livstick Service or your account, the following provisions of these Terms will survive: Posting Your Content On The Livstick Service; Livstick's Rights; Our Enforcement Rights; Termination; Disclaimers; Indemnity; Limitation of Liability; Dispute Resolution; and General Terms.

11. Claims

If you are witness of abuses or violations, you may contact us by mail Meemento 13 Bis Avenue de la Motte-Picquet, 75007 Paris or email (contact@meemento.com) at anytime. You may also ask us to terminate the Service.

12. Dispute Resolution

You agree that any dispute between you and Livstick arising out of or relating to these Terms of Service, the Livstick Service, or any other Livstick products or services (collectively, "Disputes") will be governed by the court of Paris France.