

BE NARATIVE
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3 Boulevard de Sebastopol
75001 PARIS
contact@narative.io

Date January 4, 2025

1. Object

The company BeNarrative (hereinafter referred to as: “BeNarrative”) offers a video production and distribution service, intended in particular for social networks, based on editorial models (hereinafter referred to as the “Models”), made available via a platform (hereinafter referred to as the “Platform”), accessible on the site www.benarative.com (hereinafter referred to as the “Site”) or on mobile and tablet applications the “Apps”.

The services offered on the Platform (hereinafter referred to as the “Services”) are available:

Via a SaaS offer intended for individuals and/or businesses,
Via a Pro offer intended exclusively for professional customers.

The purpose of these general terms and conditions of sale is to define the terms and conditions under which the Services will be provided to the customer (hereinafter referred to as the “Customer”) and to define the rights and obligations of the parties relating thereto.

Where applicable, these conditions may be accompanied by specific conditions of use of certain Services, which will be considered as complementary to these general conditions and will prevail over the latter in the event of contradiction.

2. Legal capacity

The Platform and Services are accessible:

By any natural person with full legal capacity to enter into a contract under these general terms and conditions. A natural person who does not have full legal capacity may only access the Platform and the Services with the consent of their legal representative. By any legal person acting through a natural person with the legal capacity to enter into a contract in the name and on behalf of the party concerned.

3. Acceptance of the general conditions

3.1. Acceptance of the general conditions for SaaS offers

Acceptance of these general terms and conditions is confirmed by a checkbox when the Client first connects to the Platform. This acceptance can only be total and unconditional. Any conditional acceptance will be considered null and void. Any Client who does not agree to be bound by these general terms and conditions must not access the Platform or use the Services.

3.2. Acceptance of the general conditions for the Pro offer

For the Pro offer, approval of a Quote, whether express or implied, constitutes full and unconditional acceptance of the most recent version of the general conditions in force on the date of the relevant Quote. Any conditional acceptance will be considered null and void. Any Customer who does not agree to be bound by the general conditions must not order Services from BENARATIVE.

4. Ordering and accessing services

4.1. Registration and access to the platform

4.1.1. To use the Platform, the Customer must register on the Website or Apps by completing the form provided for this purpose. The Customer must provide all information indicated as mandatory. No incomplete registration will be accepted. Registration automatically results in the opening of an Account on the Platform (hereinafter referred to as the "Customer Account") and may result in the start of a trial period giving the Customer the opportunity to test the Platform for a period indicated on the Website (hereinafter referred to as the "Trial Phase"). The Customer undertakes to ensure that all information provided in the registration form is accurate, up-to-date, truthful and in no way misleading. The Customer undertakes to update this information in their customer account in the event of any changes, in order to ensure that said information always meets the aforementioned criteria. The Customer is informed and accepts that the information entered for the creation or update of his Customer Account constitutes proof of his identity. The Customer becomes responsible for the information he enters from the moment it is confirmed.

4.1.2. The Customer may access the Platform at any time after logging in using their identifiers. The Customer undertakes to use the Services personally and not to allow a third party to use them in their place or on their behalf, under penalty of bearing full liability. Similarly, they are required to guarantee the confidentiality of their identifier and password, any access to the Platform using these being deemed to have been made by the Customer. The Customer must immediately inform BENARATIVE at the contact details indicated at the beginning of this agreement if they find that their Platform has been used without their knowledge. They acknowledge that BENARATIVE is entitled to take all appropriate measures in such cases.

4.2. The choice of packages

To subscribe to the plans and continue to use the Platform and the Services after the Test Phase, the Client must:

- When he opts for one of the SaaS formulas: enter his bank details;

- When opting for the Pro package: contact BENARATIVE using the contact details indicated on the Website. The Client must provide BENARATIVE with all the useful information and documents to enable it to identify its needs and expectations. BENARATIVE will then analyze the Client's needs and issue on this basis one or more quotes (hereinafter referred to as "Quotes") indicating the package that best meets the Client's needs and the specific Services provided within the framework of the chosen package.

Unless otherwise stated, the Quotes issued by BENARATIVE are valid for 30 (thirty) days from their issue date. If they are not approved by the Client within this period, they become null and void. Any Client wishing to order Services must approve the corresponding Quote within the aforementioned period by any appropriate written means, including by email. This approval may be followed, where applicable, by the issue of a purchase order by the Client, without such a purchase order having any impact on these general conditions.

Once the Client has approved the Quote, BENARATIVE sends him the useful and necessary information allowing him to connect to the Platform.

4.3. User selection

It is up to the Client to select the users having access to the Platform (hereinafter referred to as the "Users"), within the limit of the maximum number of users provided for in the package or in the Quote.

The Customer may submit a request to create a user account linked to the Customer Account (hereinafter referred to as the "User Accounts"):

- (i) Either by sending BENARATIVE a list of Users for whom an account must be opened,
- (ii) Either by inviting said users to the Customer Account by entering their contact details.

Upon receipt of the request to open each User Account, BENARATIVE will acknowledge receipt to the Client by any appropriate written means, including by e-mail, and will request confirmation of the identity of the corresponding User.

The Customer assumes full responsibility for ensuring that Users keep their identifiers and/or passwords strictly private and confidential.

He undertakes that said Users will not allow a third party to use them in their place or on their behalf, failing which he will assume full responsibility. He expressly acknowledges that any use of the Platform from these identifiers will be deemed to have been made by the Users concerned.

The Client undertakes to contact BENARATIVE immediately by any appropriate written means including by email if it turns out that a User Account has been used without the knowledge of the User concerned.

Once User Accounts are opened, Users will have access to a space allowing them to manage their use of the Platform and the Services.

5. Description of services

Depending on the formula chosen, the Client will have access to some or all of the Services described on the website, including, among others:

The “off-the-shelf” Models already created by BENARATIVE, some aspects of which can be customized by the Clients (including the logo, color, font and final packshot;
Custom Templates, which among other things give the Client the possibility of incorporating their own graphic identity;
Standard screen combinations (hereinafter referred to as “screens”);
All video production and distribution tools described in the Video Production appendix
Video Collection features described in the Community Appendix.

The Client may produce videos using the Platform (hereinafter referred to as the “Videos”).

To produce a video, the client must:

- Choose a Model from those available on your Platform or create one from scratch,
- Virtually connect live video sources,
- Choose media from its own database(s) (photos, videos, music, etc.) and/or select, if desired, content from the media libraries offered by BENARATIVE, the content of these media libraries may vary depending on the package to which the Client has subscribed.

With regard in particular to the media libraries offered on the Platform, the Client is expressly informed and accepts that these are made available to him for the sole purpose of facilitating the production of his videos. Furthermore, for the use of media, it is the Client's responsibility to ensure that he has the necessary rights before any reproduction of the media concerned.

The Client can broadcast their video live on social networks or save it for later publication. The Video can be downloaded by the Customer at any time from its Platform. All Videos created by the Customer will remain accessible on the Platform for a period of 3 (three) months. Upon expiry of this period, the Videos will be deleted.

The User hereby accepts that BENARATIVE may access the Videos, in particular for the following purposes:

- Provide Clients with tailored advice, (editorial advice, advice regarding the use of Templates, Screens and other features and functions).
- Assist the Customer when requested via the Platform.
- Provide technical support.

BENARATIVE reserves the right to offer any other Service that it deems appropriate, in the form and subject to the technical characteristics and means that it deems most appropriate for the provision of said Services. These new Services may give rise to additional costs, in which case a new Estimate will be drawn up.

6. Duration of services and registration

Access to the Services is via a subscription (hereinafter referred to as “Subscription”).

6.1. Specific conditions applicable to the SaaS formula

The Subscription begins on the date on which the Customer provides his bank details, for a period of 1 (one) month, from date to date. If the Customer enters his bank details before the expiry of the possible Test Phase, the Subscription will begin on the date of provision of these details.

It will then be automatically renewed for successive periods of 1 (one) month, from date to date, unless terminated by BENARATIVE or by the Customer until the last day of the current Subscription month as explained below.

The Subscription termination notice is issued

- By the Customer: by clicking on the button provided for this purpose in his Account,
- By BENARATIVE: by email.

The Customer may terminate his Subscription in his Account until the last day of the current Subscription month.

The termination of your Subscription takes effect at the end of the last month of the Subscription.

Full payment will be required for any Subscription month started.

6.2. Specific conditions applicable to the Pro package

The Subscription is subscribed for the period indicated in the Quote(s). At the end of this period, the Customer has the option, at its sole discretion, either to subscribe to a SaaS package or to resubscribe to the Pro package, or to terminate its Subscription.

7. Financial conditions

7.1. Subscription prices and changes

7.1.1. SaaS formula

a) Subscription Price

SaaS plans are accessible through several Subscription plans, the prices and characteristics of which are indicated on the Site and/or the Apps.

b) Modification of the Subscription

The Customer may modify his Subscription at any time by contacting BENARATIVE using the contact details at the top of this document.

These changes will take effect immediately.

The difference between the price of the initial Subscription and the price of the modified Subscription (amount to be paid in addition or credited) for the time corresponding to the Subscription period not yet used must be paid or credited to the price to be paid for the Subscription of the following month.

7.1.2. Offer for companies

a) Subscription price

The price of the Subscription is indicated on the Quote and depends in particular on the number of User Accounts and/or the number of Videos for which the Client has subscribed.

b) Modification of the Subscription

If the Customer wishes to modify his Subscription within the framework of a Pro package, BENARATIVE will issue a new Quote, which must be confirmed by the Customer and which must be considered as an amendment to the first Quote. The Customer is limited to one modification per Subscription.

7.2. Price revision

BENARATIVE may decide to modify the prices and payment terms of the Services by informing the Client at least 1 (one) month before the entry into force of these modifications, by any written means (including by email).

Any Customer who does not accept the new price must terminate their Subscription in accordance with the terms described in Article 6. Any Customer who continues to use the Services after the new prices come into effect will be considered to have accepted the new prices.

7.3. Billing and payment methods

7.3.1. Billing

BENARATIVE issues invoices for the Services for each Subscription period.

For the Pro Pack, BENARATIVE also issues invoices corresponding to the prices mentioned in article 7.1.2.

These invoices will be sent to the Customer by any appropriate means of communication.

7.3.2. Payment Terms

The price of the Subscription is debited directly from the Customer's bank account. The collection is carried out by the secure payment service provider STRIPE, Apple or Google, to which BENARATIVE has entrusted the storage of the Customer's bank details for this purpose. BENARATIVE does not store any bank details itself.

The price of the Subscription is payable and the bank account debited on the start date of the first Subscription as described in Article 6, then on each renewal date of the subscription.

For the Pro offer, payment is made by bank transfer or by check upon presentation of the invoice.

The Customer guarantees to BENARATIVE that he has the necessary authorizations to use the chosen payment method. The Customer undertakes to take all necessary measures to ensure the security of the debit.

7.3.3. Payment conditions and incidents

The Customer 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, from the day after the due date shown on the invoice, without prejudice to the provisions of Article 12:

- (i) The immediate suspension of the Services in progress until full payment of all sums due by the Client;

- (ii) The invoicing by BENARATIVE of the following amounts:
- For private customers: late payment interest at the official interest rate, based on all amounts owed by the Customer;
- For professional customers: invoicing by BENARATIVE of late payment interest at the official interest rate, based on all amounts owed by the Customer, in addition to a fixed compensation of 40 (forty) euros as a contribution to recovery costs.

8. Right of withdrawal

In the event that:

- The Client is an individual,
- The Customer is a professional customer, (i) that he meets the conditions set out in article L221-3 of the Consumer Code and (ii) that the Customer's Subscription meets the criteria of an off-premises contract within the meaning of article L221-1 of the Consumer Code, the Customer has a right of withdrawal, valid for a period of 14 (fourteen) days from the date of approval of the Quote.

He may exercise this right by sending BENARATIVE his request, free of ambiguity, expressing his desire to withdraw. These elements must be sent to BENARATIVE at the contact details indicated at the beginning of this contract before the expiry of the aforementioned period.

If the Customer has requested that the Services begin before the withdrawal period expires by checking the box provided for this purpose in the Quote, in this case the contract is executed and the customer will be required to pay BENARATIVE the price of the Subscription calculated in proportion to the period elapsed until notification to BENARATIVE of his decision to withdraw. (see withdrawal form in Appendix)

9. Agreement on Evidence

The Client expressly acknowledges and accepts

- (i) that the data collected via the Platform and via BENARATIVE's IT equipment reflects the reality of the various operations carried out within the framework of this contract,
- (ii) that such data will be considered as the principal means of proof accepted by both parties.

10. Obligations and liability of the Client

The Client undertakes to comply with the following obligations, without prejudice to the other obligations detailed in this contract:

10.1. The Client undertakes to provide BENARATIVE with all documents, parts, data and information necessary for the performance of the Services. More generally, the Client agrees to actively cooperate with BENARATIVE and its dedicated staff to ensure the proper performance of the Contract.

10.2. The Client is solely responsible for the content of any nature (editorial, graphic, audio, audiovisual or other) that it incorporates into the Videos (hereinafter referred to as the "Content").

He guarantees to BENARATIVE that he has all the rights and authorizations necessary for the dissemination of this Content. He undertakes that said Content is lawful, does not contravene public order, morality or the rights of third parties, does not infringe any legal or regulatory provision and, more generally, is not likely to incur the civil or criminal liability of BENARATIVE.

The Client therefore undertakes not to broadcast, circulate or include in the Videos the following types of content (non-exhaustive list):

- Child pornography or any defamatory, offensive, racist, xenophobic or revisionist content,
 - Content constituting a violation of copyright,
 - Content that damages the image of a third party,
 - Content that is dishonest, misleading or that offers or promotes illegal, fraudulent or misleading activities,
- and more generally, content likely to infringe the rights of third parties or be considered prejudicial to a third party in any way and in any form whatsoever.

10.3. The Client guarantees and agrees to remove any Video at the request of BENARATIVE if said Video has been reported by the owner of the media library as infringing the rights of a third party.

10.4. The Client is solely responsible for the documents, elements, data, information and Content that it provides to BENARATIVE. It guarantees to BENARATIVE that it is authorized to provide it with these documents, elements, data, information and Content and that it has all the rights and authorizations necessary for their use within the framework of the Services. It will also be considered solely responsible for their accuracy, truthfulness and completeness, BENARATIVE cannot under any circumstances be held responsible for errors, omissions, printing errors or misleading statements in the Videos resulting from a failure by the Client to comply with the requirements of this clause.

10.5. The Client is solely responsible for managing his/her accounts on social networks and undertakes to comply with the general conditions of said social networks on which he/she publishes the Videos.

10.6. Any Customer wishing to keep their Videos beyond the Test Phase, the end of the backup period and/or the end of their Subscription must take the necessary steps to save them by downloading them before the end of the Test Phase, the backup period or the Subscription, no copy of these Videos being kept by BENARATIVE thereafter.

10.7. The Client is solely responsible for compliance with the laws and regulations applicable to its activities, including the obligation to provide any legal information concerning them. Consequently, the Client may not under any circumstances seek to hold BENARATIVE liable or to have it guarantee the payment of any sum.

11. Obligations and liability of BENARATIVE

BENARATIVE undertakes to comply with the following obligations, without prejudice to the other obligations mentioned in the Contract:

11.1. BENARATIVE undertakes to provide the Services diligently and in accordance with established practices, it being specified that it is only subject to an obligation of means to the exclusion of any absolute obligation, which the Client expressly acknowledges and accepts.

11.2. BENARATIVE does not guarantee to the Client that the Templates, Screens, media libraries offered or the final versions of the Videos will satisfy his tastes, requirements and expectations. BENARATIVE offers the Client the possibility to customize everything.

11.3. BENARATIVE undertakes to use the documents, elements, data, information and Content provided to it by the Client only for the performance of the Services. It guarantees to the Client that these documents, elements, data, information and Content will be kept securely for the Test and Services Phase and undertakes to destroy them at the end of the Test Phase or the Contract.

11.4. BENARATIVE shall not be held liable for decisions made by the Client or any third party designated by the Client. Similarly, BENARATIVE shall not be held liable under any circumstances for the content of the Videos, over which it exercises no control, verification or moderation of any kind, even if it has agreed in certain cases with the Client to affix a BENARATIVE watermark to certain Videos.

11.5. BENARATIVE undertakes to carry out regular checks to verify the proper functioning and accessibility of its Site, its Platform and its Apps. As such, BENARATIVE reserves the right to temporarily interrupt access to its Site, its Platform and its Apps for maintenance reasons. Similarly, BENARATIVE cannot be held responsible if access to its Site, its Platform and its Apps proves temporarily difficult or impossible due to circumstances beyond its control, force majeure or problems related to telecommunications networks.

11.6. In all cases, the liability that BENARATIVE may incur as a result of this contract is expressly limited to direct damages suffered by the Client and may not exceed the total price paid by the Client for the Services concerned.

12. Penalties for contractual breaches

In the event of a breach of any of the provisions contained in these general conditions, or more generally of non-compliance by the Client with applicable laws and regulations, BENARATIVE reserves the right to:

- (i) Suspend, remove or prevent access to the Platform and the Client's Services, whether the latter is the author or participant in the infringement,
- (ii) Delete any Video related in whole or in part to the breaches or infractions in question,
- (iii) Take all appropriate measures and initiate any legal action,
- (iv) Where appropriate, inform the competent authorities, cooperate with them and provide them with all information necessary to identify and stop any illegal or illicit activity.

The Customer is informed and accepts that the obligation to pay the price of the Subscription and the obligations mentioned in articles 10.2, 10.3 and 10.4 constitute essential obligations for BENARATIVE. Consequently, in addition to the consequences described above, any failure by the Customer to comply with these obligations may result in the immediate termination of the Test Phase or the Subscription and the immediate termination of these general conditions by BENARATIVE, by simple registered letter with

acknowledgment of receipt addressed to the Customer. This termination will take effect automatically on the date of receipt of this letter or on the date of its first presentation. The end of the Test Phase/Subscription or the termination of these general conditions will result in the closure of the Customer's Platform and the deletion of the Videos that he has created.

13. Property

13.1. Intellectual property of BENARATIVE

The systems, software, structures, infrastructures, databases and content of any kind (Templates, Screens, texts, images, photographs, music, logos, brands, signs, databases, etc.) used by BENARATIVE on its Website and on the Platform are protected by all intellectual property rights and rights of database producers in force. Any disassembly, decompilation, decryption, extraction, reuse, copying or more generally any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the consent of BENARATIVE, is strictly prohibited and may give rise to legal proceedings.

13.2. Video Ownership

The Client remains the owner of the Videos created on the Platform. The Client is therefore free to use them, including for commercial purposes.

13.3. Personal data

BENARATIVE implements a personal data protection policy, the details of which are explained in a document entitled "Confidentiality Policy" which the Client is expressly invited to consult.

14. Commercial references

Unless expressly stated otherwise in the Quote or notified to BENARATIVE by any appropriate written means, the Client authorizes BENARATIVE to use its name, brand, logo, references to its website and its Videos as commercial references, on any medium and in any form.

The Client accepts that extracts of its Videos may be distributed free of charge by BENARATIVE on its own Website and its social network accounts, as well as in presentations of its activities by any means and on any medium, for the purposes of promotion and internal and/or external communication.

15. Mediation

The Customer has the right to use the services of the Consumer Mediator free of charge to amicably settle any dispute between him and BENARATIVE relating to the execution of this contract, under the conditions provided for in articles L611-1 et seq. and R612-1 et seq. of the Consumer Code.

To do this, he can contact the following Consumer Mediator:

Mediation and amicable settlement center for bailiffs (Medicys)

Postal address: 73 Boulevard de Clichy, 75009 Paris

Email address: contact@medicys.fr

Phone number: 01 49 70 15 93

<https://medicys.fr/>

In the event of a complaint or claim possibly made by a European consumer, which cannot be settled amicably by BENARATIVE's customer service, the consumer concerned may use the European platform for resolving consumer law disputes available at the following web address: <https://webgate.ec.europa.eu/>

16. Applicable law and competent jurisdiction

These general conditions are subject to French law and will be governed and interpreted in accordance with this law.

Any dispute relating to their validity, interpretation or execution will be under the exclusive jurisdiction of the Commercial Court of Paris (France), unless there is a mandatory procedural rule to the contrary.

Appendix – Withdrawal form (Only for Customers meeting the conditions set out in article 8 of the BENARATIVE general conditions)

(Please complete and return this form only if you wish to withdraw from these general conditions)

For the attention of:

BENEFICIARY

Address: 3 Boulevard de Sebastopol, 75001 Paris

Email address: contact@benarative.io

I hereby inform you of my decision to withdraw from the General Conditions of Sale concerning

Quote no.:

Approved on:

Customer Name:

Customer Address:

Customer Signature:

Date: