DRAFT — subject to legal review. This document is a draft. It has not been reviewed by a lawyer and must not be published, uploaded to production or relied upon against a customer before it is approved. Items in square brackets [TO BE COMPLETED: …] are to be filled in; references to "see the note" are to the review notes attached to the draft. *Banner to be removed upon approval.*

Sparkup General Terms and Conditions of Sale

Version 2026-10 draft — in force from [TO BE COMPLETED: effective date]

Article 1 — The provider

These general terms and conditions of sale (the "**Terms**") are offered by:

Meet & Connect, a French *société par actions simplifiée* with a share capital of [TO BE COMPLETED: share capital] euros, registered with the Créteil Trade and Companies Register under number 895 208 395, whose registered office is at 4 rue de la Pompe, 94410 Saint-Maurice, France, intra-EU VAT number FR68895208395 [TO BE CHECKED: these particulars are taken from Sparkup's existing legal documents; check that they are current], publisher of the **Sparkup** platform (hereinafter "**Sparkup**").

Contact: support@sparkup.app — [TO BE COMPLETED: telephone, postal address for complaints if different from the registered office].

Article 2 — Definitions

In these Terms, the following words have the meanings below, in the singular and the plural:

- **Platform**: the Sparkup software solution for live streaming, webinars and interactive events, provided as SaaS from https://sparkup.events and associated domains.
- **Customer**: the legal entity governed by private or public law, or the professional natural person, acting for the purposes of its business, which opens a Space or subscribes to an Offer, a Licence or a Service.
- **Space**: the Customer's environment on the Platform, comprising its accounts, sessions, content and contract.
- **Administrator**: the user appointed by the Customer to administer the Space; the first Administrator is the person who opens the Space.
- **Seat**: a named organiser ("host") account used to create and run sessions. Co-organisers ("co-hosts") and invited speakers do not use a Seat.
- **Participant**: any person attending a session of the Customer.
- **Free Plan**: the free plan described in Article 4.1.
- **Online Offer**: a paid plan subscribed to online by bank card (Live stream, Webinar, Events), monthly or annual.
- **Licence**: a plan subscribed to under a Quote, either annual ("**Enterprise**") or for a one-off event ("**OneShot**").
- **Service**: a one-off service performed by Sparkup under a Quote (project support, training, technical assistance, configuration, etc.).
- **Quote**: the commercial offer issued by Sparkup, numbered and versioned, which sets out in particular the Licence or the Services, the volumes, the prices, the invoicing schedule and the payment term.
- **Price List**: the public prices of the Online Offers and of the supplements, displayed on Sparkup's website and in the subscription journey; for Licences and Services, the Quote.

- **Participant-hour**: the unit of consumption equal to sixty minutes of presence of an admitted Participant while a session is on air. Organisers, co-organisers, and in-person or “Restream only” sessions do not consume Participant-hours.
- **Live Translation**: automatic AI captioning and translation during a session, counted in minutes per language (the source language and each target language).
- **Storage**: the cumulative duration of the recordings and replays kept on the Platform, counted in hours.
- **Period**: the contractual period (one month, twelve months, or the duration of a OneShot).
- **Business Day**: Monday to Friday, excluding public holidays in metropolitan France. Unless stated otherwise, days and dates are read in Paris time.

Article 3 — Purpose, scope and contractual documents

3.1 Purpose. These Terms govern the opening of a Space, the subscription to and use of the Online Offers, Licences and Services, and their invoicing.

3.2 Business customers only. The Platform is reserved for professionals. By opening a Space or placing an order, the Customer declares that it acts for the purposes of its commercial, industrial, craft, liberal, agricultural or public-service activity. The provisions of the French Consumer Code specific to consumers, in particular the right of withdrawal, do not apply. [TO BE APPROVED: the case of professionals with five employees or fewer covered by Article L221-3 of the French Consumer Code, see the review note.]

3.3 Acceptance. These Terms are accepted: (a) for an Online Offer, by the check box of the subscription journey, the version accepted, who accepted it, the date, the IP address and the browser being recorded; (b) for a Licence or a Service, by the signature or acceptance of the Quote, which reproduces or attaches the version of the Terms in force when it is issued. Use of the Free Plan constitutes acceptance of the Terms in force.

3.4 Order of precedence. The contractual documents are, in decreasing order of precedence: (1) the signed or accepted Quote and any special conditions; (2) the data processing agreement (DPA) as regards personal data; (3) these Terms; (4) the Price List and the Platform’s online documentation. In the event of conflict, the higher-ranking document prevails.

3.5 Customer’s purchasing terms. A purchase order of the Customer does not entail acceptance of its general purchasing terms. In accordance with Article 1119 of the French Civil Code, the clauses of the Customer’s general terms that conflict with these Terms have no effect, whenever they are communicated; the purchase order number is shown on the invoices solely for the Customer’s convenience.

Article 4 — The plans

The detailed content of each plan (features, limits, included volumes) is that of the Price List or of the Quote in force on the day of the subscription.

4.1 Free Plan. Free of charge, without a term, one Seat. It has strict limits (number of sessions per month, session duration, no audience hosted on the Platform, limited Storage). Its quotas are **firm**: beyond them, the feature concerned is no longer available (Article 12.3). Sparkup may change the content of the Free Plan at any time.

4.2 Online Offers. Subscribed to online, by bank card only, monthly or annually. Each Online Offer includes **a single Seat**; co-organisers are unlimited. Depending on the Offer: maximum session duration, maximum number of Participants per session, included hours of Live Translation and Storage. A request for several Seats, payment by bank transfer, a purchase order or a public buyer falls under a Quote.

4.3 Free trial. A Space that has never had an Online Offer may start a paid Online Offer with a free trial of **fourteen (14) days**. The bank card is registered at the start of the trial (verification of an amount of €0). Only

one trial is granted per Space and per bank card. During the trial, the Live Translation and Storage quotas are firm and no supplement is charged. The Customer may change Offer free of charge during the trial. **Unless the renewal is stopped before the end of the trial, the chosen Offer is due at its full price and the card is charged on the fifteenth day**; Sparkup reminds the Customer of that date by e-mail between three days and one day before.

4.4 Enterprise Licence. An annual Licence under a Quote: Seats, options, volumes of Participant-hours, Live Translation and Storage per Period, and unit prices for extra hours and overage.

4.5 OneShot Licence. A Licence for a one-off event, under a Quote, valid between a start date and a last day inclusive (usually from three days to three weeks). It is opened on a Space dedicated to the event, separate from the Customer's main Space, with its own Seats and volumes.

4.6 Services. Performed by Sparkup under a Quote (Article 13).

Article 5 — Space, accounts and access

5.1 Opening. The Space is opened by a person whose e-mail address has been verified by a one-time code. It is first placed on the Free Plan.

5.2 One organisation, one Space. A given company (identified by its SIREN number or, failing that, its VAT or tax identification number) may hold only one invoiced customer Space. Where the company named in the billing details is already a customer, the online subscription is refused and the request is passed on to the sales team, without any charge.

5.3 Credentials. Each Seat is personal and may not be shared. The Customer is responsible for the confidentiality of its users' access and for any action carried out from its Space; it informs Sparkup without delay of any unauthorised use.

5.4 Administrator. The Administrator represents the Customer for the management of the Space: billing details, subscription, stopping and resuming the renewal, change of Offer, invitations. The Administrator's actions bind the Customer.

5.5 Billing details. The Customer provides accurate and up-to-date billing details (legal name, address, SIREN, VAT number, billing contacts). An intra-EU VAT number not confirmed by the VIES system results in French VAT being charged.

Article 6 — Subscribing to an Online Offer

6.1 Journey. The Administrator of a Space on the Free Plan chooses an Offer, fills in the billing details, reviews the summary (price excluding VAT, applicable VAT and its grounds, total, renewal frequency, supplement prices), accepts the Terms in force and enters its bank card.

6.2 Payment. Payment is processed by the payment service provider Mollie B.V.; card data does not pass through Sparkup's servers. Sparkup keeps only the card's label, last four digits, holder and expiry date.

6.3 Formation of the contract. The contract is formed on confirmation of the payment (or, for a trial, of the registration of the card). The Offer takes effect on the day of that confirmation. If the conditions displayed have changed between their display and the validation, the summary is shown again and nothing is charged.

6.4 Change of Offer. (a) To a higher Offer: immediate effect, the price difference being charged pro rata to the days remaining in the current Period; the end of the Period is unchanged. (b) From monthly to annual: effective at the end of the month paid. (c) To a lower Offer or from annual to monthly: effective at the end of the current Period, without refund; such a change is refused while the Space's use exceeds the limits of the lower Offer.

Article 7 — Ordering under a Quote (Licences and Services)

7.1 Proposal. Sparkup may send the contact designated by the Customer a proposal to validate. The Customer confirms or completes its billing details there using a code sent by e-mail. A proposal does not bind the Customer.

7.2 Quote. The Quote is issued in the chosen language (French or English). It is valid for **thirty (30) days** from its issue and, for a OneShot, until the last day of the event at the latest. Sparkup may cancel or replace a Quote not yet accepted with a new version.

7.3 Acceptance. The Quote is accepted, at the Customer's choice:

- a. by **electronic signature** through the personal link sent to the signatory designated by the Customer, after entering a six-digit code sent to its e-mail address and accepting the Terms;
- b. by **uploading a purchase order** of the Customer through the same link, confirmed by the same code;
- c. by delivering to Sparkup, by other means, a purchase order or a signed Quote, which Sparkup records.

The signature or acceptance forms the contract. Acceptance of an Enterprise Licence cancels the Customer's other pending annual Licence Quotes; any acceptance cancels the other pending versions of the same Quote.

7.4 Signatory and purchase order number. The Customer warrants that the signatory it designates has authority to bind it. The purchase order number that the Customer provides or corrects through the personal link, including without a code, is its sole responsibility; it is shown on the invoices issued after it was provided.

Article 8 — Term and renewal

8.1 Monthly Offer. Subscribed to for one month, without commitment, and tacitly renewed from month to month on the anniversary date.

8.2 Annual Offer. Subscribed to for twelve months, paid in advance in one instalment, and tacitly renewed for successive twelve-month periods. Sparkup sends a reminder thirty (30) days before each annual renewal date, stating the date, the amount and how to stop the renewal.

8.3 Stopping the renewal of an Online Offer. The Administrator stops the renewal from the Space's billing page, or by writing to support@sparkup.app, **no later than the day before the renewal date**. The Offer remains in force until its end, after which the Space returns to the Free Plan. No Period that has started is refunded.

8.4 Enterprise Licence. Entered into for the term stated in the Quote (twelve months by default) from the start date it sets. Where the Quote so provides, it is tacitly renewed for periods of the same duration, at the prices frozen by the Quote, unless terminated by either party in writing at least **[TO BE COMPLETED: thirty (30)] days** before the renewal date. Sparkup invites the Customer to check its billing details thirty (30) days before each renewal. If not renewed, the Space returns to the Free Plan at the end of the term.

8.5 OneShot Licence. It starts on the date set in the Quote and, where a deposit is provided for, no earlier than receipt of its payment; it ends on the day after its last day, without renewal. The sessions of the event's Space are then closed (never a session on air) and the Space moves to the Free Plan.

Article 9 — Prices

9.1 Prices. Prices are stated in euros excluding VAT; VAT is applied at the rate in force on the invoicing date according to the Customer's situation (French VAT, reverse charge for an EU taxable person whose number is confirmed by VIES, exemption outside the European Union).

9.2 Online Offers. The price is that of the Price List on the day of the subscription. **It is maintained at each renewal as long as the Offer is not interrupted**; a new price applies only to new subscriptions. [TO BE APPROVED: see the note on price revision.] Supplements (Article 12.2) are invoiced at the unit price of the Price List in force in the month of consumption.

9.3 Licences and Services. Prices are those of the Quote. They are frozen for the whole term of the Licence, renewals included, as are the unit prices of extra hours and overage stated in the Quote. Any price change requires a new Quote.

9.4 Discounts. Unless stated otherwise in the Quote, no discount is due for a commitment or a volume.

Article 10 — Invoicing and payment

10.1 Online Offers. The price of each Period is charged in advance to the registered card, on the day of the subscription and then on each renewal date. **An invoice is issued only once the payment has been collected**; it is sent by e-mail to the billing contacts (failing which, to the Administrators). A month's supplements are charged during the following month; a supplement below €1.00 excluding VAT is not invoiced. Where the Customer changes card, the new card becomes the registered card.

10.2 Licences and Services: schedule. Unless the Quote provides otherwise, the following are invoiced: (a) **on signature**: the first Period of the Licence, its options and the Services invoiceable on signature; (b) **on delivery**: the Services invoiceable when performed; (c) **at each renewal**: the new Period, at the frozen prices; (d) **at the end of each annual Period**: the overage of the Period that ended, on a **separate invoice** issued on the day of the renewal or of the end of the Licence (Article 12.4).

10.3 OneShot: deposit and balance. The Quote for a OneShot provides for a deposit (usually **fifty per cent (50%)** of the price), invoiced on signature. **The event does not start until the deposit is received**, unless Sparkup waives this in writing; such a waiver does not release the Customer from paying the deposit invoice. The balance, the Services performed and any overage are invoiced on a final invoice issued after the last day, the deposit being deducted.

10.4 Payment term. Invoices issued under a Quote are payable by bank transfer within **thirty (30) days of their issue date**. At the Customer's written request accepted by Sparkup and stated in the Quote, the term may be extended to:

- forty-five (45) days from the invoice's issue date;
- forty-five (45) days end of month, that is, the last day of the month in which the forty-fifth day after the invoice's issue date falls;
- sixty (60) days net from the invoice's issue date.

For a **public buyer**, the term is thirty (30) days or the term set by law for that buyer (Articles R2192-10 and R2192-11 of the French Public Procurement Code), from receipt of the invoice.

10.5 Early-payment discount. A discount of **two per cent (2%)** of the amount including VAT is granted for payment in full within **fifteen (15) days** of the invoice's issue date, where the invoice so states. [TO BE APPROVED: the related VAT statement, as settled with the chartered accountant, appears on the invoice.] Otherwise, no discount is granted for early payment.

10.6 Late payment. Any amount not paid by its due date bears, automatically from the day after the due date and without any reminder, **late-payment penalties at three (3) times the French statutory interest rate** in force, and gives rise to a **fixed indemnity for recovery costs of forty (40) euros** (Articles L441-10 and D441-5 of the French Commercial Code). Where the recovery costs incurred are higher, Sparkup may claim additional compensation on supporting evidence. For a public buyer, the default interest and the fixed indemnity are those of the French Public Procurement Code.

10.7 Electronic invoicing. The Customer agrees to receive its invoices electronically, by e-mail and, where regulations so require, through an approved platform.

10.8 Disputes. Any dispute about an invoice is sent in writing, with reasons, to support@sparkup.app [TO BE COMPLETED: dedicated billing address] within [TO BE COMPLETED: thirty (30)] days of its receipt. The undisputed part remains payable on its due date.

Article 11 — Payment default

11.1 Online Offers — renewal declined. If the payment of a renewal is declined, the Customer is informed by e-mail the same day, with a personal link enabling it to pay by card. The Offer's rights are maintained. The card is presented again on the third and seventh days, with a reminder. **Failing payment within ten (10) days**, the Offer ends and the Space returns to the Free Plan. No session on air is interrupted: the end takes place after it.

11.2 Online Offers — unpaid supplement. If the payment of a supplement remains declined for ten (10) days, the Offer's Live Translation and Storage quotas become firm (Article 12.3) until payment; the rest of the Offer is maintained. The supplement is presented again on the Customer's card, at most once a day, after each of its successful payments.

11.3 Online Offers — chargeback. A payment reversed by the Customer's bank remains due in full. The Customer is invited to pay it through a personal link; failing payment within ten (10) days, the Offer it paid for ends or the quotas become firm, as the case may be, and the amount remains payable. Until such a payment is settled, Sparkup may refuse any new online subscription.

11.4 Licences — formal notice and limitation. Where an invoice issued under a Quote is not paid by its due date, Sparkup sends the Customer's billing contacts a **formal notice** by e-mail stating the amount remaining due. **Failing payment within ten (10) days** of its sending, Sparkup may **limit the Space to the rights of the Free Plan**: new sessions, additional Seats and Live Translation are subject to the Free Plan's limits. The limitation neither terminates the contract nor deletes any data; no session on air is interrupted; the amounts remain due and the Periods continue to run. The Space is restored as soon as the invoice is paid or cancelled.

11.5 Exceptions. No limitation is applied: (a) while an invoice is the subject of a **good-faith dispute** by the Customer, in writing and with reasons; (b) automatically to a **public buyer**, for which Sparkup applies the public procurement rules; (c) in respect of a OneShot's invoices, for which only a reminder is sent — bearing in mind that the event does not start without the deposit (Article 10.3).

11.6 Termination for non-payment. Without prejudice to the above, Sparkup may terminate the contract under Article 22.2 if an amount remains unpaid thirty (30) days after the formal notice.

Article 12 — Consumption, quotas and overage

12.1 Measurement. Consumption is measured by the Platform: Participant-hours (rounded up to the minute per session), Live Translation minutes (per language, rounded up to the minute per session), Storage hours (the stock of recordings and replays, at a given moment). The Platform's records are evidence under Article 24. The Customer views its consumption in its Space and receives alerts at 80% and 100% of its included quantities.

12.2 Online Offers — included quantities and supplements. The hours of Live Translation and Storage included in an Online Offer are not caps: **the Customer is never cut off** for exceeding them. Each month, at closing, consumption beyond the included quantities is invoiced as a supplement, per hour of Live Translation and per hour of Storage beyond the quota for the month, at the Price List's price. Included quantities are monthly, are not carried over, and are whole in the month of subscription.

12.3 Firm quotas. Quotas are firm for the Free Plan, during a free trial and in the event of an unpaid supplement (Article 11.2). A firm quota reached has only the following effects: (a) Live Translation can no longer be switched on during a session on air, and the one in progress is stopped; (b) the recording of a new

session is not kept when the Storage is full. **No session on air is interrupted and no existing content is deleted.** The Customer frees Storage by deleting recordings, or subscribes to an Offer.

12.4 Licences — volumes and overage. A Licence's volumes of Participant-hours and Live Translation are credited for each Period and expire at its end, unless the Quote provides for a carry-over. The Customer may buy extra hours under a Quote; they are added to the current Period and expire with it. **Consumption beyond the Period's volume is invoiced at the end of the Period** (Enterprise) or after the event (OneShot), at the unit price frozen by the Quote: the price of the last tier reached by the subscribed volume, less that volume's discount. Sparkup may offer an early regularisation by a Quote for extra hours where the volume is used up during the Period.

12.5 Licences — Storage. A Licence's Storage is a maximum valid for its whole term. Exceeding it is not invoiced automatically: Sparkup alerts the Customer, who regularises it by buying Storage hours under a Quote or by deleting content.

Article 13 — Services

13.1 Performance. Services are performed on the dates agreed with the Customer, remotely or on site, according to the Quote. The Customer provides in good time the information, content, access and contacts required.

13.2 Notice. Event support Services must be ordered at least **fourteen (14) days** before the event date; below that, Sparkup may refuse them or accept them only subject to availability.

13.3 Expenses. Travel, accommodation and meal expenses are invoiced at cost on supporting evidence, within the envelope set in the Quote; any excess over the envelope requires the Customer's prior written consent.

13.4 Cancellation or postponement. [TO BE COMPLETED: conditions for cancellation or postponement of a Service by the Customer — for example, amounts due depending on the time remaining before the scheduled date. No rule has been set to date.]

13.5 Acceptance. A Service is deemed performed and accepted unless the Customer makes a written, reasoned reservation within [TO BE COMPLETED: five (5)] Business Days of its performance.

Article 14 — Sparkup's obligations

14.1 Service. Sparkup makes the Platform available to the Customer within the limits of the plan subscribed to and endeavours to ensure its availability and continuity. Sparkup is bound by an **obligation of means** (*obligation de moyens*).

14.2 Maintenance. Sparkup may interrupt the Platform for maintenance; it endeavours to schedule work outside announced events and to inform the Customers concerned in advance, save for urgent security reasons.

14.3 Service level. No quantified commitment as to availability or response time is given under these Terms. A service level may be provided for in the Quote (support options), in which case it prevails. [TO BE APPROVED: the existing general terms of service announce 99.9% availability — see the note.]

14.4 Support. Support can be reached at support@sparkup.app [TO BE COMPLETED: hours, channels, indicative response times].

14.5 Hosting and security. Data is hosted in the European Union [TO BE CHECKED: possible exception of the Japan instance, hosted outside the European Union]. Sparkup implements the security measures described in its security documentation, available on request.

14.6 Changes. Sparkup may change the Platform. During a paid Period, it does not remove an essential feature of the plan subscribed to without offering an equivalent solution or a refund pro rata to the remaining

Period.

Article 15 — Customer's obligations and acceptable use

15.1 The Customer uses the Platform in accordance with its purpose, the laws in force and the documentation, and ensures that its users and Participants do the same.

15.2 In particular, it shall not distribute unlawful, infringing, defamatory, hateful, violent or pornographic content or content infringing privacy; distribute malware; attempt to access Sparkup's systems without authorisation; circumvent technical or metering limits; resell or make the Platform available to third parties without written consent; share a Seat between several people.

15.3 The Customer is solely responsible for the content it distributes, the invitations it sends, and for informing Participants (in particular of the recording of sessions and of Live Translation).

15.4 Notices. Anyone may report manifestly unlawful content hosted on the Platform to [TO BE COMPLETED: reporting address, for example abuse@sparkup.app]. Sparkup may remove or disable access to manifestly unlawful content and informs the Customer, stating its reasons, in accordance with Regulation (EU) 2022/2065 on digital services.

Article 16 — Intellectual property

16.1 Platform. Sparkup is and remains the holder of all rights in the Platform, its software, documentation, trademarks and improvements. It grants the Customer, for the term of the contract, a personal, non-exclusive, non-assignable and non-transferable right of use, limited to the plan subscribed to.

16.2 Customer content. The Customer retains all its rights in its content. It grants Sparkup, for the term of the contract and worldwide, the non-exclusive right to host, reproduce, transcode, translate and distribute it solely for the purpose of providing the service. The Customer warrants that it holds the necessary rights and holds Sparkup harmless against any third-party claim in that respect.

16.3 Feedback. The Customer's suggestions for improvement may be used freely by Sparkup.

16.4 Commercial reference. [TO BE APPROVED: Sparkup's option to cite the Customer's name and logo as a reference, unless the Customer objects in writing.]

Article 17 — Personal data

17.1 Roles. For the data of users and Participants processed in connection with sessions, the Customer is the controller and Sparkup the processor within the meaning of Article 28 of the GDPR; this processing is governed by Sparkup's data processing agreement (**DPA**), which forms part of the contract. For the data used to manage the business relationship (accounts, invoicing, payment, evidence), Sparkup is the controller under its privacy policy.

17.2 Sub-processors. The list of Sparkup's sub-processors is set out in the DPA. It includes, for invoicing and payment, [TO BE CHECKED: Mollie B.V. (payment) and Pennylane (invoicing)], [TO BE CHECKED: as well as the Live Translation provider].

17.3 Artificial intelligence. Live Translation relies on automatic transcription and translation services. Their output may contain errors; it is provided as an aid. [TO BE APPROVED: commitment not to reuse the Customer's content for training models.]

Article 18 — Retention, return and deletion of data

18.1 During the contract. The Customer may download and delete its recordings, replays and sessions at any time; deleting a session deletes its files.

18.2 At the end of an Offer or a Licence. At the end of an Offer or a Licence, whatever the cause, **the Space is not deleted**: it returns to the Free Plan and its content is kept, the Storage beyond the Free quota remaining accessible but no new recording being kept while the quota is exceeded. The Customer may request the deletion of its Space and data at support@sparkup.app; Sparkup does so within [TO BE COMPLETED: thirty (30)] days, after allowing the Customer to retrieve its content. [TO BE APPROVED: see the note on the retention period.]

18.3 Unused Free Spaces. A Space on the Free Plan that has never had an Offer, a Licence, a Quote or an invoice, in which no session has been created or broadcast and no member has signed in for **twelve (12) months**, may be deleted. Its Administrators are informed by e-mail **thirty (30) days** in advance; a member signing in during that period prevents the deletion. The deletion covers the sessions and their files.

18.4 Legal retention. Beyond the end of the contract, Sparkup keeps the data necessary to comply with its legal obligations and to prove its rights: invoices and accounting records (ten years), Quotes, purchase orders, evidence logs and signature certificates (at least five years), records of acceptance of the Terms.

Article 19 — Confidentiality

Each party keeps confidential the non-public information of the other party of which it becomes aware in connection with the contract (commercial terms, technical information, usage data, security reports), uses it only to perform the contract and discloses it only to persons who need to know it and are bound by an equivalent obligation. This obligation survives for three (3) years after the end of the contract.

Article 20 — Liability

20.1 Each party is liable for the direct and foreseeable damage caused to the other by a breach of its obligations.

20.2 Sparkup is not liable for: content distributed by the Customer, its users or Participants; indirect damage, such as loss of revenue, customers, data attributable to the Customer, reputation or opportunity; failures of the networks, equipment, software or connection of the Customer and the Participants; the consequences of non-compliant use; errors of automatic Live Translation.

20.3 Cap. Except in the event of gross negligence or wilful misconduct and of personal injury, Sparkup's total liability, on all grounds combined, is limited to the **amounts excluding VAT actually paid by the Customer under the contract concerned during the twelve (12) months preceding the event giving rise to liability**. For the Free Plan and a free trial, [TO BE APPROVED: Sparkup's liability is limited to one hundred (100) euros].

20.4 Any liability claim against Sparkup must be brought within one (1) year of becoming aware of the event giving rise to it. [TO BE APPROVED: see the note on the contractual limitation period.]

Article 21 — Suspension

Sparkup may suspend without notice all or part of the access of a user or a Space, after informing the Customer where possible, in the event of: a threat to the Platform's security; manifestly unlawful use or use contrary to Article 15; an order from an authority. The suspension is lifted as soon as its cause ceases. It does not deprive Sparkup of the amounts due. Payment default is governed solely by Articles 11 and 22.

Article 22 — Termination

22.1 For convenience. The Customer ends an Online Offer by stopping its renewal (Article 8.3), and an Enterprise Licence by giving notice of termination (Article 8.4); termination takes effect at the end of the current Period, without refund. A OneShot cannot be terminated for convenience after its acceptance [TO BE APPROVED: conditions for cancelling a OneShot before the event].

22.2 For breach. In the event of a serious breach by either party of its obligations, not remedied within thirty (30) days of formal notice sent by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt, the other party may terminate the contract automatically, without prejudice to any damages. Sparkup may terminate without notice in the event of a serious or repeated breach of Article 15.

22.3 Effects. On termination, the Space returns to the Free Plan (Article 18.2). Amounts invoiced remain due; overage of the current Period is invoiced. In the event of termination attributable to Sparkup, Sparkup refunds the portion of the price paid in advance corresponding to the unperformed Period.

22.4 Switching provider. A Customer wishing to switch to another provider has the rights granted to it by Regulation (EU) 2023/2854 (the "Data Act"); Sparkup assists it in exporting its content. [TO BE APPROVED: arrangements (notice, transition period, charges) under the Data Act.]

Article 23 — Force majeure

Neither party is liable for a failure caused by an event of force majeure within the meaning of Article 1218 of the French Civil Code. The party prevented informs the other without delay. If the impediment lasts more than thirty (30) days, either party may terminate the contract in writing, without compensation. Force majeure does not suspend the obligation to pay amounts that have fallen due.

Article 24 — Evidence agreement and electronic signature

24.1 Principle. In accordance with Articles 1366 to 1368 of the French Civil Code, the parties agree that the items below, kept by Sparkup on reliable and durable media, constitute **evidence between them** of their content, date and author, and may not be challenged solely on the ground of their electronic form. The Customer may provide evidence to the contrary.

24.2 Electronic signature of a Quote. The Customer agrees that the signature of a Quote through Sparkup's process constitutes a **simple electronic signature** within the meaning of Article 1367 of the French Civil Code and Regulation (EU) No 910/2014 ("eIDAS"), identifying the signatory and expressing its consent. The process relies on:

- a. a **personal link** sent only to the e-mail address of the signatory designated by the Customer, of which only the fingerprint is kept;
- b. a one-time **six-digit code** sent to that same address, valid for ten minutes, the number of sends and attempts being limited;
- c. the **express acceptance of the Terms** by a check box;
- d. a time-stamped **evidence log** recording each step (link sent, openings, viewing of the Quote, codes sent, signature or refusal) with the IP address and the browser;
- e. the **SHA-256 fingerprint** of the issued Quote, ensuring that the signed document is identical to the issued document;
- f. a signature **certificate** setting out these items, appended to the Quote's PDF without altering it, and sent to the signatory with the signed PDF;
- g. an **electronic timestamp** of the signed PDF's fingerprint by a third-party time-stamping authority under the RFC 3161 standard [TO BE CHECKED: the authority chosen is not qualified within the meaning of eIDAS].

24.3 Acceptance by purchase order. Uploading a purchase order through the personal link, confirmed by the code, constitutes acceptance of the Quote; the purchase order, its fingerprint, the code, the boxes ticked and the steps are recorded in a separate certificate, sent to the signatory and time-stamped. A purchase order or signed Quote delivered by other means and recorded by Sparkup has its fingerprint time-stamped.

24.4 Online subscription. The following constitute evidence: the record of acceptance of the Terms (version, author, date, IP address, browser), the summary validated, and the payment data provided by the payment service provider.

24.5 Consumption and communications. The following also constitute evidence: the Platform's consumption records (Article 12.1), the contract's event logs, and the e-mails sent by Sparkup to the addresses of the Customer's contacts and Administrators, together with their sending dates.

24.6 Retention. Issued Quotes, signed documents, purchase orders, certificates, timestamp tokens and evidence logs are kept for at least **five (5) years** after the end of the contract, in private, versioned, non-overwritable storage. The Customer may obtain a copy on request.

Article 25 — Amendment of the Terms

Sparkup may amend these Terms. The new version applies to subscriptions and Quotes after its effective date. For contracts in progress, it is notified to the Customer at least **thirty (30) days** before it applies, and applies from the renewal following that notification; a Customer that refuses it stops the renewal before that date. An amendment required by law or by an authority applies on the required date.

Article 26 — General provisions

26.1 Notices. Notices are validly given by e-mail: by Sparkup to the billing contacts and Administrators recorded in the Space; by the Customer to support@sparkup.app. The formal notice under Article 22.2 may also be given by registered letter.

26.2 Assignment. The Customer may not assign the contract without Sparkup's prior written consent. Sparkup may assign it to any company taking over the Sparkup business, informing the Customer.

26.3 Subcontracting. Sparkup may use subcontractors, for which it remains responsible.

26.4 Independence. The parties are independent contractors.

26.5 No waiver. Failure to rely on a clause does not constitute a waiver of the right to rely on it later.

26.6 Severability. A void clause is deemed unwritten; the others remain applicable.

26.7 Language. These Terms are drawn up in French and in English. In the event of discrepancy, the French version prevails.

Article 27 — Governing law and disputes

27.1 These Terms and the contracts they govern are governed by **French law**. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

27.2 The parties endeavour to settle any dispute amicably within thirty (30) days of its written notification.

27.3 Failing that, where the Customer is a trader (*commerçant*), **any dispute** relating to the formation, performance, interpretation or end of the contract falls within the exclusive jurisdiction of the **[TO BE COMPLETED: Commercial Court / Economic Activities Court of Créteil, or Paris]**, including in summary proceedings, where there are several defendants or third-party claims. In all other cases, and for a public buyer, the statutory rules of jurisdiction apply.

Annexes: Price List in force (Sparkup website and subscription journey) — Data processing agreement (DPA) — Privacy policy.