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Article 1 - Object

This contract governs the license of the Service commercialized by Wooclap.

For this Service, Wooclap concedes to the customer, as a License buyer, a nonexclusive and nontransferable right of use, in return of a Price.

Article 2 - Definitions

About the terms of the Contract, what is meant by:

Contract: This present agreement, concluded between Wooclap and the client.

Service: The communication space and data treatment solution developed and commercialized by Wooclap.

Website: The website through which Wooclap gives access to its services, notably the Service. The URL address of the website is www.wooclap.com

Features: The features offered as part of the Service, as defined in Article n°6.

Interaction: Communication between the User and the Participants as part of the Service, of which the content depends on the Functionality used.

User: The person using the Service and who is responsible for the Interactions.

Participant: Any given person who use the Service by answering to the Interactions.

Price: The price payed by the customer in return for the Service, established conform to Article n°7.

Plateform: The interface through which the Interactions are accessible on the website

License: The nonexclusive and nontransferable right transfer of usage.

Case study: Short description for marketing use only of the Service, produced by Wooclap for the customer, that does not comprise confidential information.

Session: Circumstance during which a User and Participants are physically brought together to use the service.

Article 3 - License scope

3.1 Without prejudice to Article 15, the usage license of the Service is limited to a right of use for the customer's individual needs. Wooclap preserves at any time its property right on the Service. It yields solely a right of use to the customer and, if necessary, to other customers simultaneously.

3.2 Any use of the Service nonin conformity with the previous point will be described as a counterfeit. The customer cannot reproduce, publish, sell, distribute, license in any way the Service.

3.3 The customer commits himself to not dispute the intellectual property of Wooclap referring to the development and the commercialization of the Service.

Article 4 - Contract duration

The Contract takes effect as of its signature by the two Parties and for a duration of one year

Beyond the initial term considered in the first subparagraph of this article, the Contract will be renewed tacitly by successive periods of one year, provided that one of the two Parties has not put an end to it, in accordance with Article 17.

Article 5 - Obligations of both parties

Throughout the entire duration of the Contract, Wooclap is required:

- to provide an access to its Platform via its Website
- to guarantee the good performance of the Interactions on its Platform, by offering the Features enumerated in Article 6
- assurer le support technique tel que décrit à l'Article 8
- to ensure customer support as described in Article 8

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Article 6 - Features

Concerning the Interactions, the customer can resort to all the Features included in the type of license chosen at the date of signature.

Article 7 - Remuneration

7.1 The customer commits to transfer to Wooclap a base Price, in exchange of the Service and access to the Site, in accordance with the stipulations of this estimate. This Price is net of tax.

7.2 The annual Total price will be paid by transfer on the account n°BE38 0689 0072 7172, based on an invoice sent by Wooclap, as early as the next day following the signature or the renewal of the Contract. The deadline for payment is thirty calendar days.

7.3 In the event of a payment delay, Wooclap can claim post maturity interests in accordance with the law of August 2nd, 2002 concerning the fight against payment delay in commercial transactions: as from the first day following the payment deadline, the interests at the directing rate raised by seven points of percentage and rounded to the next highest half point of percentage will be due in full and without formal notice.

7.4 Possible disputes related to claimed amounts must arrive by registered mail to Wooclap fifteen calendar days the latest before the due date of the invoice. After the expiration of this period, the debt obligation is considered final and its amount incontestably owed.

7.5 In the event of total or partial non-payment of the amounts owed from the due date of the invoice, without the customer disputing them in accordance with the present article, Wooclap will be able to suspend the use of the Service and the access to the Site by the customer until the integral payment of the amounts owed.

Article 8 - Technical support

Wooclap guarantees an optimal and continuous access to the Service for the customer.

For this purpose, Wooclap must maintain a contact person during normal business hours, from Monday to Friday and from 08:00 to 18:00, to answer the User's questions.

The communications take place via the e-mail: sebastien@wooclap.com or via the phone number: 0032 474 36 15 45

Article 9 - Support day

At the request of the customer, Wooclap can make available one of its employees, collaborators or subcontractors, to assist the Participants and Users during a session.

Considering the User and the Participants' needs, this assistance consists in:

- ensuring a technical support at the place of the session
- being present at the place of the session
- giving a training, advice or answering questions related to the use of the Service, its Features or any technical point related to the Service

The provision lasts the time that the session lasts, provided that this session does not exceed 8 hours and that it takes place between 8:00 and 22:00, during working days only.

The provision is invoiced per full day, independently of the duration of session, in accordance with Article 7.

Article 10 - Data processing

10.1 Wooclap treats the personal data of the Service's Users and Participants, collected at the time of the Recording and the Interactions, in accordance with the law of December 8th, 1992 related to the protection of privacy regarding the processing of personal data, and with all the necessary diligence.

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Article 10 - Data processing

10.2 When the Participants are employees of the customer, Wooclap is in charge of the processing, being specified nevertheless that Wooclap commits to respect the possible recommendations of processing which would be given by the customer, without prejudice to the obligations of the customer in this regard, notably when considering its quality of employer.

10.3 The personal data can to be communicated to the employees and subcontractors of Wooclap. In this case, Wooclap imposes the respect of the security and confidentiality of these data to its employees and its subcontractors.

10.4 In accordance with the law of December 8th, 1992 related to the protection of privacy regarding the processing of personal data, the person who registered as a User or Participant to the Service has a right to access and correct the personal data that concerns him or her. These rights can be exerted by the User or the Participant him/herself by sending e-mail to sebastien@wooclap.com.

Article 11 - Confidentiality

11.1 The Parties cannot (let) reveal, (let) communicate or use, directly or indirectly, any confidential information related to the other Party, except for the correct execution of the Contract, for the defense of theirs rights in justice or with the help of a preliminary written authorization of the other Party.

11.2 Is regarded as "confidential information" any communicated or exchanged information between the two Parties as part of the Contract, in any manner (in written, oral, electronic, etc). This aims in particular, but not only, data, information, applications, methods and know-how, including financial, commercial information or related to the customers of the Parties

11.3 Is not regarded as "confidential information" any information which is in the public domain at the time of its communication, which comes from an external source, which is developed independently or which was communicated under an administrative or legal decision.

11.4 The obligation of confidentiality lasts as long as the information keeps its confidential character, independently of any cancellation or resolution of the Contract.

Article 12 - Case study

The customer authorizes Wooclap to use the case study it develops, as a communication and marketing tool to show other companies, the press and other third parties.

Information which is authorized to be revealed only includes: the name of the Company, the image of the Platform developed and total statistics (rate of use, satisfaction rate, etc).

The following information can never be revealed: data related to the content of the presentations or any other information which was specifically declared confidential.

In return, the customer can use these Case studies (same information) for promotional ends towards its employees or its customers.

Article 13 - Intellectual property

13.1 Without prejudice to general character of the prohibition of transferability stipulated in Article 17, none the rights mentioned in the previous subparagraph can be transmitted, yielded or put at provision of third parties by the customer, under any form and by any means, without the express, written and prior authorization of Wooclap.

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Article 13 - Intellectual property

13.2 The customer will report immediately to Wooclap all infringements of the rights of intellectual property relating to the Service or to Site, real or potential, of which it could to be aware, and in particular the existence of any competitor likely to create a confusion with the Service or Website.

13.3 The customer remains the sole owner of all the content published in its account, via the Service and the Website.

Article 14 - Source code

14.1 The license does not include the delivery of the Service under source code form.

14.2 The customer commits himself not going back to the source codes of the Service, in full or partially, for any reason, without having received the express, written and prior authorization of Wooclap.

14.3 Any amendment project
(including improvement) that the customer would wish to bring to the Service, to its concept or its methods of implementation, is subject to the express, written and prior authorization of Wooclap. In the event of an agreement with Wooclap, the customer will communicate and provide the modifications to Wooclap, which will be able to implement and market them.

14.4 Intellectual property rights on any modification (including improvement) of the Service will be of fully yielded to Wooclap, without counterpart.

Article 15 - Responsability

15.1 Wooclap ensures that it is a professional and whom it lays out of necessary competences to carry out mission which will be entrusted to him.

15.2 Wooclap is required to offer the agreed Service, in accordance with the legal and lawful provisions, the code of practice, the contractual provisions and the instructions of the customer.

15.3 Wooclap is required to insure its professional responsibility and, if necessary, its staff against occupational accidents at a leading insurance company. Wooclap is committed to only hire workers who satisfy all the social obligations and who are in a regular situation, qualified and experienced, taking into account the importance of the Service.

15.4 The customer will solely have to bear the detrimental consequences which could result from the development of the technical processes related to the installation and the use of Service, modifications or improvements of Service unauthorized by Wooclap, as well as any use unauthorized or non-compliant with the Contract.

15.5 The customer declares that it is aware that Wooclap is not able to supervise or control the access to the Platform, not even its use and its content. Wooclap will not be able, in any case, to be held accountable for the use or the contents (in particular illicit, contrary to public order or moralities, violating intellectual property laws of the customer or violating the rights of third parties) of the Platform and of each Interaction.

15.6 Wooclap cannot, in any case, be held accountable for the loss, the disclosure or the marketing, by Participants or by third parties, of contents published on the Platform by the customer (including his employees), by a User or by a Participant. Wooclap cannot be held accountable either for an infringement of the rights of the customer (in particular its intellectual property rights), by Participants or by third parties.

Article 16 - Inaccessibility

The customer cannot, in any case, yield the Contract or grant a (sub) license, in total or partially, for the Service, in any way, including by fusion, scission and contribution in capital, except express, written and prior authorization of Wooclap.

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Article 17 - Cancellation and resolution

17.1 In the event of serious contractual failure, the other Party is entitled to put an end to the Contract at any moment, without notice nor allowance, by registered mail to the failing Part, in so far as this Party remained in contractual default during fifteen calendar days following the date of formal notice.

17.2 In the event of insolvency (suspension of payments, credit weakness, major financial difficulties, etc) or brankruptcy procedure or judicial reorganization, the Contract will be terminated, without notice nor allowance, by the sending of a registered letter to the Party in financial difficulty

17.3 Anticipated cancellation of the Contract, for any reason, carries also the right to cancel, with immediate effect, any other contract which binds the Parties at the moment of cancellation - in particular, any contract of development, transfer, integration and maintenance – without expenses nor allowances, and without prejudice of possible damages.

17.4 Seven days after the date of its cancellation the latest, whatever the cause is, the customer will hand back all the equipment to Wooclap, the possible softwares and documentation related to the Service, its modifications or improvements as seen in Article 14, as well as all the elements related to the Service provided by Wooclap or possibly developed by the customer as part of the Contract. Moreover, the customer commits, in the event of a cancellation, to cease any use of the Service, in any form there is, from the date on which the cancellation will take effect.

Article 18 - Database usage

Wooclap is committed not to sell, rent or give access (with commercial purposes) to the database of the Participants who would be registered on the Platform.

The data are the property of the customer. The customer can recover the results of the interactions, at any moment, in an Excel format. The data of the customer and his/her customers are not accessible by the other users from the tService.

Article 19 - Miscellaneous provisions

19.1 The nullity or wrongfulness of one of the provisions in the present Contract does not affect the validity or the lawfulness of the contract as a whole. In this case, Parties commit to negotiate in good faith the conclusion of a new provision pursuing the same goal than the one in question and having, as far as possible equivalent effects, to maintain contractual balance.

19.2 Any modification made to the Contract must be expressly noted in a written document duly signed by each Party, without that any Party being entitled to a verbal or tacit modification of the Contract.