

# AGORA PLUS Terms and Conditions

AGORA SAS

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VAT N ° Intracommunity: FR93784669111

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## 1. OBJECT

AGORA PLUS is a service of AGORA SAS. Its objective is to ease the data transfer and access between the partners (hereinafter Manufacturers) and the subscribers of the service (hereinafter Clients). These exchanges are aimed mainly at After Sales professionals.

These exchanges include, by way of non-exhaustive illustration:

- Consultation of technical documentation
- Order of relevant spare parts
- The transmission of various reports
- The data transfer of work orders

The data protection and retention policy can be found at [www.agoraplus.com](http://www.agoraplus.com)

## 2. DEFINITIONS

'AGORA PLUS': the AGORA PLUS software, downloadable from the site <http://www.agoraplus.com> .

'Services' means all services (intangible) provided by AGORA PLUS, included but not limited to consulting documentation and exchanging information with partners

'Products' means physical goods ordered from suppliers on the application.

'Publisher': The person, moral or physical, responsible for editing and content of the site.

'User': The user using the site or one of its Services, employee of the Customer.

'Client': The user of the AGORA PLUS application.

'Manufacturers': AGORA SAS partners, source of the technical information, providers of spare parts or recipient of the data transfers from AGORA PLUS Clients.

## 3. FRENCH LAW LEGAL MENTIONS

The acquisition of a good or a service, or the creation of a member space, or more generally the navigation on the site [www.agoraplus.com](http://www.agoraplus.com) assumes the acceptance by the user of the present terms of use and its acknowledgement of the full knowledge of their content.

His acceptance will consist, for the Internet user, of ticking the box corresponding to the acceptance of these terms of use, having for example the mention "I acknowledge having read and accepted all the terms of use of the site. » Checking this box will be deemed to have the same value as a handwritten signature from the user.

The user acknowledges the legal value of the automated registration systems of the publisher of this site and, unless he / she proves otherwise, waives the right to contest it in the event of a dispute.

#### **4. SERVICES OFFERED**

The services offered through the various versions of AGORA PLUS are described on our support portal at [support.agoraplus.com](http://support.agoraplus.com)

All descriptions of the products sold through the AGORA PLUS are the responsibility of the seller. The photographs of the products in the catalog reflect a faithful image of the products but are not contractual, and cannot be held accountable as having a perfect visual similarity to the delivered product.

The General Support is available by email at the following address: [support@agoraplus.com](mailto:support@agoraplus.com). Supported languages are French, English, Dutch, German, Spanish and Italian.

AGORA SAS also provides its users with a hotline, or telephone hotline, to answer their questions. The hotline number is +33 9 73 72 53 23. The supported languages are French and English. The opening hours of the hotline are from 8:30 to 18:00 from Monday to Thursday and from 8:30 to 17:00 on Fridays (Paris time), except for public holidays in mainland France. Those times can vary without notice.

#### **5. PRICES**

The pricing of services depends on the user registered country. The subscription rates are also linked to the level of service and the number of simultaneous active users.

You can find the price for your country by accessing [myspace.agoraplus.com/cost](http://myspace.agoraplus.com/cost). When available for the country and the service you are looking into, promotions can be found at [www.agoraplus.com/promotion](http://www.agoraplus.com/promotion).

Some service levels are linked to your contractual relationship with Manufacturers. AGORA SAS is not responsible for obtaining and maintaining these contracts.

#### **6. MEMBER AREA**

Every customer has a member space available on [myspace.agoraplus.com](http://myspace.agoraplus.com) accessible after login.

Access to this space is protected by the same username and the same password that AGORA PLUS application. This space allows to:

- Update the information necessary for the administrative follow-up of the account (address, contact information, ...)
- Change your password
- Manage manufacturer access by means of an identifier and password provided by each manufacturer
- Buy or renew your subscription
- Manage your subscription options
- Cancel your subscription
- Access to your invoice history
- Track the consumption of this account (in the countries where it is relevant)

It is the customer responsibility to ensure the accuracy at all time of the information provided.

All these functions are also available on the software in the tab "My Agora"

Furthermore the customer is responsible for the safety of his credentials. The Publisher is not responsible for any error or difficulties related to the loss or the distribution of these identifiers to persons not authorized by the customer.

## **7. DISCLAIMER OF LIABILITY OF THE PUBLISHER IN THE EXECUTION OF THIS CONTRACT**

For indirect damage:

In the event of a fault proved by the Customer, the Publisher will only be liable for compensation for the financial consequences of direct and foreseeable damages resulting from the performance of the Services. Accordingly, the Publisher shall not be liable under any circumstances for any indirect or unforeseeable losses or damages of the Customer or third parties, including any loss, inaccuracy or corruption of files or data, commercial damage, loss of revenue or profit, loss of goodwill, cost of obtaining a product, service or alternative technology, relationship or from the non-performance or improper performance of Benefits.

Limit of liability:

In all cases, the amount of liability of the Provider is strictly limited to reimbursement of amounts effectively paid by the customer to the company Agora SAS on the date of occurrence of the liability generator by user station, a day of Interruption on average consumption over the last three months.

Furthermore, the Publisher cannot be held responsible for the accidental destruction of the Data by the Client or a third party who has accessed the Application Services using the Identifiers given to the Client.

## **8. GEOGRAPHICAL LIMITATION OF USE**

Users agree to use the services in the geographical area to which they are attached/registered. Any misrepresentation of the user actual country in which the customer does operate, in particular in order to obtain services that are non-existent in its geographical area or for costs reasons, may lead to the cancellation of the subscription to our services.

## **9. INTELLECTUAL PROPERTY RIGHTS RELATING TO THE ELEMENTS PUBLISHED ON THIS SITE**

The Publisher is and remains the owner of the intellectual property rights relating to any element of the Services made available to the Client.

The subscription does not give the Client any ownership rights to any services or documents. Temporary provision of services under the conditions provided for by the subscription cannot be construed as any form of transfer of any intellectual property right for the benefit of the Client. Intellectual property right refers here to the broad acceptance of its meaning under the French Code of Intellectual Property.

The Customer shall not reproduce any part of the Software, or any documentation relating to it, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Customer may sell all or part of the rights and obligations arising from its subscription, either through a temporary assignment, sublicense and any other contract for the transfer of the said rights and obligations.

As indicated on the watermark present on all technical documents available through AGORA PLUS, any reproduction, total or partial, for purposes other than for the direct use of the company's employees is prohibited. In particular, any digital copy of the information and its availability on paid or free websites is prohibited and will be considered as an improper appropriation of the Publisher's intellectual property. As such, the Publisher reserves the right to terminate the subscription and to sue the Client for breach of its property right.

Finally, the consultation of the documents in the framework of the subscription is exclusive to the Client. Any consultation documents and services offered free or paid to third parties will result in the termination of the Subscription and in court litigation by the Publisher.

Downloading Manufacturers files enables the Client to access the parts and product lists of the manufacturers to which the Client is linked. These files, once downloaded, remain the property of the Publisher. This download is intended only to enable a direct import of this list in the client information systems and not under any circumstances to enable a wide distribution of such files to AGORA PLUS non-users. This function is only available if you have used the order file upload function and / or the intervention report upload function during the previous 3 months.

## **10. BRANDS**

The brands and logos present on any site or software cannot be reproduced by the Clients. The subscription does not in any way constitute a right to use or reproduce these logos.

## **11. ACCESS TO THE SITE AND AGORA PLUS**

The access to the service is limited to the Client and its affiliate. Connection to the service is a 24/7 service - except during maintenance periods -.

However, the support team is only available during working days and office hours of Metropolitan France.

Access is granted through the use of any computer with the Clients access codes.

Access codes, assigned by the Provider, to the Client includes a:

- A codename,
- A password communicated to the customer.

Access codes assigned are needed for accessing [www.agoraplus.com](http://www.agoraplus.com) member space and launching the AGORA PLUS Software.

Access codes are designed to restrict access to services subscribed by the Client, to protect the integrity and availability of AGORA PLUS services, and the integrity, availability and confidentiality of Client Data as transmitted by the users.

### Confidentiality of identifiers

The Access codes are personal and confidential. They may only be changed at the request of the Customer or at the initiative of the Provider, provided that the Client is informed in advance. The Client should do everything possible to keep its access codes secret and not to disclose them in any form whatsoever.

The Client is entirely responsible for the use of the access codes. It will ensure that no other person unauthorized by the Publisher has access to application services. The Client assumes full responsibility for the security of the computer used for the access to the

services. In the event of malicious access or theft, the Client should inform the Provider immediately.

In case of loss or theft of a password, the Customer may use the site [support.agoraplus.com](http://support.agoraplus.com) and follow the procedure described on the site.

The minimum requirements are available on the application download page.

## **12. CLOSURE OF ACCOUNT AND TERMINATION**

Clients can cancel their subscription, directly from AGORA PLUS software at any time. This can also be done from the site [myspace.agoraplus.com](http://myspace.agoraplus.com)

The Termination will only be effective after the expiration of the Pack in progress. This date is displayed every time you log in.

In the case of subscriptions with automatic renewals, if no access to the services is found at the end of the period, the subscription will automatically be terminated. If the subscriber payment has not yet taken place, the subscription invoice will not be produced and a cancellation email will be issued to the Client.

## **13. HOW TO SUBSCRIBE TO THE SERVICE AND DESCRIPTION OF THE PURCHASE PROCESS – LIMITED TO RENEWABLE TIME BASED SUBSCRIPTION AND AT LEAST ONE MANUFACTURER CONTRACT**

When you connect for the first time to the Services, a free trial period of 4 hours (valid 1 month) is granted. It will allow you to evaluate your monthly consumption and test AGORA PLUS Services.

At the end of this test period, AGORA PLUS will allow you to choose your time based subscription corresponding to your needs.

## **14. ARCHIVING**

All data provided is archived on our servers. AGORA SAS reserves the right to destroy the archives after a period of 5 years.

## **15. PAYMENT**

The only universal payment method is the bank card. For other payment methods, you can access the actual payment methods available in your country by visiting <http://myspace.agoraplus.com/paymentinfo>

## **16. BILLING**

Your invoice will be issued directly on the portal by AGORA SAS 39 Avenue d'ILENA 75016 PARIS, which manages your subscription.

Subscriptions are billed at least for three months. At the invoice date, the invoice is available on the AGORA PLUS website or on your member area. It is simultaneously notified to all the email addresses filled in by the customer in his contact details.

No invoice will be issued and sent by mail.

Payment conditions are specified on your actual invoice and dependent on your location. You can find them by accessing [here](#).

## **17. RESTITUTION OF DATA**

Data restitution is not included in the subscription. This specific service, if requested, will be quoted depending on the complexity and size of the data required.

## **18. INACCURACIES**

The Provider is not responsible for the inaccuracy of the information provided by the Manufacturers.

## **19. COMPLAINTS**

All complaints must be addressed in writing to AGORA SAS, 39 avenue d'Iéna, 75116 Paris  
In the event of a dispute, the commercial court on which the head office of AGORA SAS depends shall have exclusive jurisdiction.