

GENERAL TERMS AND CONDITIONS OF USE

PREAMBLE

The Company **AUTHÔT** is owner of website (<https://authot.com/>) and the Authôt APP <https://authot.app/>, Authôt STUDIO <https://authot.studio/> and Authôt LIVE <https://authot.live/> applications.

Its business is the provision of transcription and subtitling services via these online platforms.

These services include automatic transcription of video or audio into text, human proofreading, subtitling (stylisation, overlay and synchronisation of subtitles) and translation, to make Users' videos accessible worldwide.

The online application <https://authot.app/> is published by the simplified joint stock company **AUTHÔT**, whose contact details are as follows:

AUTHÔT

52 Avenue Pierre Semard

94200 Ivry-sur-Seine Perret

Registered with the Créteil Trade and Companies Register under
number 788 502 680 Telephone: 01 58 46 86 88

Email : contact@authot.com

Representative : Mr FRAYSSE Olivier Édouard Gérard

The **AUTHÔT** Company invites you to read these General Conditions of Use (GCU) by clicking on the General Conditions of Use.

These Terms and Conditions of Use can be accessed at any time via the Application.

Sales made via the Service between Buyers and Sellers are governed by the General Terms and Conditions of Sale (GTCS), which must also be accepted by the Seller at the time of each purchase; they supplement these GTCS.

AUTHÔT reserves the right to modify these Terms and Conditions. Any modification will take effect immediately upon notification to the User. They will not apply to transactions in progress at the time of their entry into force.

The [French version is the original](#). It takes precedence over all other languages.

PRELIMINARY ARTICLE - DEFINITION

"APPLICATION": refers to the online Applications <https://authot.app/>, <https://authot.studio/> and <https://authot.live/> on which the User can benefit from the Services.

"GENERAL CONDITIONS OF USE" or "GCU": refers to these General Conditions of Use of the Site concluded between the User of the Site and the Company AUTHÔT, governing access to the Site.

"CONTENT": refers to, but is not limited to, the structure, architecture of the Services, editorial content, texts, sections, drawings, illustrations, photos, images, sounds, videos, as well as any other content present on the Services and/or any other element making up the Services.

"COOKIE": refers to a text file deposited on Users' computers when they visit a site or view an advertisement. Its purpose is to collect information relating to the browsing habits of Internet users and to send them services tailored to their terminal (computer, mobile or tablet).

"PERSONAL AREA": means the interface allowing the User to manage its use of the Services in a form and using the technical means that the AUTHÔT Company deems most appropriate for delivering said Services.

"SERVICES": refers to the Services accessible from the Site, including in particular the transcription of audio or video recordings into text, subtitling with synchronisation and overlay in the video, and translation.

"SITE": refers to the <https://authot.app/> website.

"COMPANY": means the AUTHOST Company which operates the application, the Website and provides the Services.

"USER": refers to any person who uses the Site or one of the Services offered on the Site by the Company.

ARTICLE 1 - PURPOSE

The purpose of these GCU is to define the conditions under which **AUTHÔT** makes the following services available to Users via the Application:

- Automatic transcription of an audio or video recording into text ;
- Transcription with proofreading ;
- Automatic subtitling of a text video ;
- Subtitling with proofreading ;
- Machine translation ;
- Subtitle synchronisation and overlay.

These General Conditions of Use govern the contractual relationship between any User of the Site accessible via the following URL address: <https://authot.app/> and the **AUTHÔT** Company.

The GCU constitute a contract between the Company and the User of the Site with regard to the Services offered.

ARTICLE 2 - DESCRIPTION OF SERVICES

The address <https://authot.app/> enables the User to have free access to the Application.

The Application is accessible anywhere to any User with Internet access.

All costs incurred in accessing the Site (hardware, software, internet connection, etc.) are borne by the User.

The online Application is accessible 24 hours a day and every day of the week. In the event of a technical problem or breakdown, **AUTHÔT** will do its utmost to restore access to the Platform as quickly as possible.

AUTHÔT offers Users a solution for transcribing audio recordings into text, proofreading, subtitling (synchronisation and subtitle overlay) and translation. In this context, Authôt provides the User with the Services below, in a form and according to the terms and conditions it deems most appropriate.

AUTHÔT reserves the right to offer any other Service, on terms and conditions of its own choosing.

2.1- The Automatic Transcription Service

The User can send to **AUTHÔT**, via his Personal Area, the audio or video file(s) he wishes to be transcribed into text.

The file formats and lengths accepted by Authôt are specified in the Application. **AUTHÔT** reserves the right to limit the formats and durations, at its free discretion, at any time.

The Recordings sent to **AUTHÔT** can be played at any time, in the User's Personal Space, using an audio player.

However, the Personal Space does not include any downloadable copies of Recordings, which it is up to the User to save. The User may nevertheless download their audio or video, but not in the original format.

In the case of video files, it is specified that the video and its soundtrack are playable in the User's Personal Space and may be transcribed by the Application.

The User may only transcribe one Recording at a time, unless they have taken out an option for simultaneous transcription of Recordings. In this case, subscription to this option and the number of Recordings that can be transcribed simultaneously are specified in the special conditions.

The duration of the automatic transcription is shorter than the duration of the User's file. For example, a file lasting 1 hour will be transcribed in 10 minutes.

The User is informed and accepts that this period may be longer, in particular due to the poor quality of the Recordings, their size and/or the availability of the servers.

Users may choose to be informed by email when their Transcripts are made available.

Transcripts can be accessed at any time in the User's Personal Space, where they can be consulted or deleted at will.

When the User is happy with the transcript, they can export it in the format they want (.doc, .txt, timecode, html or .srt for subtitles).

Currently, **AUTHÔT** transcribes about forty languages on the **AUTHÔT** application. When sending the audio/video file, the User must select the language of the file.

If the User has several languages in the same file, he will send it several times, selecting one of the languages each time.

2.2 - The Automatic Transcription Proofreading Service

The User may request AUTHÔT's proofreading service to ensure a professional and faithful rendering of the transcribed comments.

The User must send their audio or video file to <https://authot.app/> by selecting the "With proofreading" option.

They will receive the transcript created by the system and then corrected by AUTHÔT's team of correctors and validators.

The User can then export it in the format of their choice (.docx, .txt, timecode, html or .srt for subtitles).

2.3 - The Sub-Titling Service

If the User wishes to insert a professional subtitle in their videos, the <https://authot.studio/> Application offers a professional subtitle editor with stylisation, overlay and translation options. In addition, Authôt can offer a synchronisation service in which a team manually works on the subtitle so that it is perfectly calibrated to the video.

The subtitle file is delivered to the User in the format of their choice (.srt, vtt .ass).

It is possible to personalise the User's video with a specific layout for these subtitles (font, specific colour, size, outline, positioning).

2.4 - Translation Service

The Application offers a translation service with over a hundred language combinations to make Users' videos accessible throughout the world thanks to multilingual subtitling.

In order to provide the most accurate translation possible, AUTHÔT works with a network of professional native translators to translate audio or video files.

ARTICLE 3 - ACCESS TO THE SERVICE

3.1 - Registration process

In addition to acceptance of these GCU, access to the Service is subject to opening an account on the Site.

In order to access the Services, the User must make a registration request by filling in the form provided for this purpose in the Application.

The User must fill in all the fields marked as mandatory. No incomplete registration request will be taken into account.

AUTHÔT may invite the User to provide any additional information it deems useful.

AUTHÔT informs the User of the acceptance or refusal of its registration request by email, to the address provided in the form.

AUTHÔT reserves the right to refuse any registration request, at its own discretion and without having to justify its reasons.

Any User whose application for registration is refused will not be able to exercise any right of recourse or claim any compensation whatsoever.

When the **AUTHÔT** Company and the User have exchanged and agreed on the conditions of use of the Site and the Service, the registration of the User can be carried out directly by **AUTHÔT**, with the information provided by the User.

AUTHÔT then sends the User his login and password by email, so that he can access his Account.

3.2 - Common provisions

The User guarantees that all information provided to **AUTHÔT** is accurate, up to date and sincere and is not misleading.

The User is informed and accepts that the information provided to **AUTHÔT** for the purposes of registering or updating his/her Account constitutes proof of his/her identity. The information entered by the User is binding upon validation.

The User undertakes to update this information in the event of any changes, so that it always complies with the aforementioned criteria.

The User undertakes to keep his/her login and password secret and not to divulge them to any third party.

The User will be solely responsible for accessing the Service using his/her login and password, unless there is proof of fraudulent use for which he/she is not responsible.

ARTICLE 4 - ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF USE OF THE SITE

In the event of a registration request via the Application, acceptance of these General Terms and Conditions is evidenced by a box to be ticked on the registration request form. The form cannot be validated until the User has ticked the box in question.

The User expressly acknowledges that validation by him of this tick box and the registration request form constitutes proof of his acceptance of these terms and conditions.

In the case of registration via the **AUTHÔT** Company, acceptance of these general terms and conditions is evidenced by the User signing them in duplicate.

In any event, acceptance of these general terms and conditions can only be full and complete. Any conditional acceptance is considered null and void.

Users who do not agree to be bound by these terms and conditions must not register for the Services or use the Site.

ARTICLE 5 - USER ACCOUNT

Once registration has been finalised, the User will be allocated an account in his name giving him access to a Personal Area that enables him to manage his use of the Services in a form and using the technical means that the **AUTHÔT** Company deems most appropriate for providing said Services.

Users can access their Personal Space at any time by logging in using their login and password.

The User is solely responsible for the confidentiality of this information and any communication of it to third parties. In this respect, the User is informed and accepts that only one person at a time may be connected to a given Account.

Any use of the Services made with the User's login and password is deemed to have been made by the User, who therefore remains solely responsible for it.

The User thus expressly releases **AUTHÔT** from any liability in the event of use by a third party of its identification details.

The User must immediately contact **AUTHÔT** using the contact details mentioned in the Preamble of this Agreement if it notices that its Account has been used without its knowledge. The User acknowledges **AUTHÔT**'s right to take all appropriate measures in such a case.

ARTICLE 6 - AMENDMENT OF THE GCU

The **AUTHÔT** Company regularly updates the features and functions of the <https://app.authot.com/> Application and its Services to ensure their operation and quality.

The Company may unilaterally and without prior notice make changes to the GCU as a result of technical developments.

These GCU are the only ones applicable to the Application. They apply in their entirety.

The User may not modify them.

The Company reserves the right to modify these GCU at any time. It is the User's duty to keep informed of any updates.

If the User does not agree with the modification of the GCU, they must cease all use of the Site.

ARTICLE 7 - FINANCIAL CONDITIONS

The price of the Services is indicated in the General Terms and Conditions of Sale.

It is expressed in Euros and includes all taxes, unless otherwise stated.

AUTHÔT reserves the right, at its own discretion and on terms and conditions of which it shall be the sole judge, to offer promotional offers or price reductions.

ARTICLE 8 - SAVING EDITIONS FOR THE PURPOSE OF IMPROVING SERVICES

The User is hereby informed and expressly accepts that, in order to improve the Services by enriching the database of the automatic speech recognition system used by the Application, **AUTHÔT** may save, use and transmit to its partners implementing the aforementioned automatic speech recognition system, the User's personal data.

system all the corrections and modifications made by the User to the Transcriptions.

It is specified that these operations are carried out completely automatically and without any human intervention, **AUTHÔT** and its partners therefore having no knowledge of the content of the Transcriptions.

ARTICLE 9 - OBLIGATIONS OF THE USER

The User undertakes to use the Application and Services in accordance with these General Terms and Conditions, without infringing public policy or the rights of third parties and, more generally, without violating applicable laws and regulations.

The User acknowledges that he/she is aware of the characteristics and constraints, particularly technical, of all the Services.

The User is solely responsible for its use of the Application and Services. In this respect, the User acknowledges that the Transcriptions provided by **AUTHÔT** may not be perfectly accurate. The User undertakes to systematically check their accuracy and edit them if necessary before any use.

The User is solely responsible for the content of the Recordings that he/she has transcribed as part of the Services, as well as the content of the corresponding Transcriptions and the edits that he/she makes to them.

The User remains solely responsible for the operation of his/her computer equipment and for keeping his/her Recordings and Transcriptions, which it is his/her responsibility to back up.

ARTICLE 10 - SITE MODERATION CONDITIONS

Without prejudice to the provisions of Article 9, it is strictly forbidden to use the Services for the following purposes:

- carrying out illegal or fraudulent activities or activities that infringe the rights or safety of third parties;
- the transcription of Recordings that are pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist, infringe the rights of a third party, are misleading or deceptive or propose or promote illegal, fraudulent or deceptive activities;
- undermining public order or violating applicable laws and regulations;

- damage to or intrusion into the computer systems of the **AUTHÔT** Company or third parties, or any activity of a nature to harm, control, interfere with or intercept all or part of the computer systems of a third party, or to violate the integrity or security thereof;
- and more generally any practice that misuses the Services for purposes other than those for which they were designed.

Users are strictly forbidden to copy and/or misappropriate for their own purposes or those of third parties the concept, technologies or any other element of the Application or Services.

The following are also strictly prohibited (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of Services, (ii) any intrusions or attempted intrusions into the systems of Société **AUTHÔT** or third parties, (iii) any misappropriation of system resources of the Application, (iv) any actions likely to impose a disproportionate burden on the infrastructure of the latter, (v) any breach of security and authentication measures, (vi) any acts likely to prejudice the rights and financial, commercial or moral interests of Société **AUTHÔT** or Users of the Application and Services, and finally more generally (vii) any breach of these terms and conditions.

It is strictly forbidden to monetise, sell or grant access to all or part of the Services or the Application, or to the information hosted and/or shared therein.

ARTICLE 11 - PENALTIES FOR BREACHES

In the event of a breach of any of the provisions of these general terms and conditions, in particular articles 9 and 10, or more generally, a breach of laws and regulations by a User, **AUTHÔT** reserves the right to :

- (i) suspend all or part of the Services;
- (ii) terminate the User's access to the Services in accordance with Article 13 ;
- (iii) take all appropriate measures and institute legal proceedings;
- (iv) notify the competent authorities where necessary, cooperate with them and provide them with any information that may be useful in investigating and punishing activities.

ARTICLE 12 - USER GUARANTEE

The User indemnifies the **AUTHÔT** Company against any complaints, claims, actions and/or demands whatsoever that the **AUTHÔT** Company may suffer as a result of the User's breach of any of the provisions of these general terms and conditions and more particularly articles 9 and 10.

The User undertakes to compensate the **AUTHÔT** Company for any prejudice it may suffer and to pay all costs, charges and/or judgments it may have to bear as a result, including its consultancy fees.

ARTICLE 13 - TERMINATION

The **AUTHÔT** Company reserves the right to block the User's access to the Services in the event of non-compliance with these terms and conditions, with immediate effect, by letter, fax or email.

This standstill results from the termination of these terms and conditions.

Termination takes effect ipso jure on the date of dispatch by **AUTHÔT** of an email or letter sent to the User in application of this clause, stipulating the clause that has been breached.

It will automatically and without prior notice lead to the deletion of the User's Account, without prejudice to any other consequences that may arise in application of these General Terms and Conditions.

Termination in application of this clause shall not give rise to any reimbursement of all or part of the price of the Service.

Termination of the Services, for whatever reason, will result in the deletion of the User's Account, and the User will no longer have access to his Personal Space, his Transcriptions or, more generally, to any element relating to the Services.

ARTICLE 14 - EXCLUSION OF LIABILITY AND WARRANTY

AUTHÔT undertakes to provide the Services diligently and in accordance with the state of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, including with regard to the security and confidentiality of the Recordings and Transcriptions, which the User expressly acknowledges and accepts.

AUTHÔT does not guarantee the accuracy of the Transcriptions of the Recordings provided by the User. **AUTHÔT** shall not be held liable if one or more Recordings cannot be transcribed in whole or in part, in particular due to the poor quality of the Recording, the use of unusual words or the unavailability of servers.

AUTHÔT may not under any circumstances be held responsible for the content of the Recordings or Transcriptions, which it only hosts.

AUTHÔT declines all responsibility for any loss of Recordings and Transcriptions, as Users must save a copy and cannot claim any compensation in this respect.

AUTHÔT undertakes to carry out regular checks to verify the operation and accessibility of the Application. In this respect, **AUTHÔT** reserves the right to temporarily interrupt access to the Application for maintenance reasons. Similarly, **AUTHÔT** cannot be held responsible for temporary difficulties or impossibilities in accessing the Application caused by circumstances beyond its control, force majeure, or due to disruptions in telecommunications networks, Users being informed of the complexity of global networks and the influx, at certain times, of users thereof.

The Services are provided by **AUTHÔT** as is and without warranty of any kind, express or implied. In particular, **AUTHÔT** does not guarantee Users (i) that the Services, which are subject to constant research to improve performance and progress, will be totally free of errors, defects or faults, (ii) that the Services, being standard and not offered solely for a given User according to his own personal constraints, will specifically meet his needs and expectations.

ARTICLE 15 - INTELLECTUAL PROPERTY RIGHTS

15.1 - Intellectual property of AUTHÔT

The content of the Applications <https://authot.app/>, <https://authot.studio/> and <https://authot.live/> is the property of **AUTHÔT** and its partners and is protected by French and international intellectual property laws.

The systems, software, structures, infrastructures, source codes, databases and content of any kind (texts, images, visuals, music, logos, brands, etc.) used by **AUTHÔT** within the Application, as well as the technology implemented as part of the Services, are protected by all intellectual property rights in force.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

15.2 - The User's intellectual property

For the purposes of implementing the Services, the User expressly authorises **AUTHÔT** to use, reproduce and represent the Recordings and Transcriptions that may be protected by intellectual property rights, in accordance with the terms and conditions set out herein.

As the Services are implemented at the User's request, the User grants the above authorisation free of charge.

This authorisation is granted worldwide and for the duration of the User's subscription to the Services.

ARTICLE 16 - PERSONAL DATA

The Application ensures that the User's personal data is collected and processed with due respect for privacy in accordance with the French Data Protection Act no. 78-17 of 6 January 1978.

The Personal Data collected as part of the Services are necessary for their implementation and are exclusively intended for **AUTHÔT**. **AUTHÔT** may also transmit it to administrative and judicial authorities in order to comply with its legal and regulatory obligations. **AUTHÔT** is committed to protecting this Data, which is treated with the strictest confidentiality and the utmost care.

Personal Data will only be communicated to third parties if the User has expressly agreed to this communication.

AUTHÔT may use the Data to send Users solicitations, newsletters or promotional messages. Users who do not wish to receive such messages may object by ticking a box in their Personal Area.

The Personal Data is not kept beyond the time strictly necessary for the performance of the Services and for any prospecting operations. The data will be deleted at the latest at the end of the contract between the User and **AUTHÔT**, with the exception of those necessary to establish proof of a right or a contract which may legally be archived for five years.

In accordance with the French Data Protection Act of 6 January 1978, as reinforced and supplemented by the General Data Protection Regulation (RGPD), which came into force on 25 May 2018, Users have the right to access, rectify, object to, delete and port all their personal data at any time by writing to the following address, providing proof of their identity:

AUTHÔT Company
52 Avenue Pierre Semard
94200 Ivry-sur-Seine Perret
Telephone: 01. 58. 46. 86. 88
E-mail: contact@authot.com

ARTICLE 17 - DURATION

This contract (constituted by the GCU) is concluded between the Company and the User.

In the event of refusal, the User undertakes to cease using the Site and the Services.

The contract is concluded for the entire duration of the use of the Site and Services.

Failure to comply with any obligation contained in these GCU will result in immediate termination of the contract between the Company and the User, without prejudice to any damages that the Company may claim.

The **AUTHÔT** Company is entitled to block access to its Site to Users who refuse this contract.

ARTICLE 18 - COOKIES

Users are informed that when they visit the site, a cookie may be automatically installed on their browser.

Cookies are small files stored temporarily on the hard disk of the User's computer by your browser and which are necessary for the use of the <https://authot.app/>, <https://authot.studio/> and <https://authot.live/> websites. Cookies do not contain any personal information and cannot be used to identify the User. A cookie contains a unique identifier that is randomly generated and therefore anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in cookies is used to improve the <https://authot.app/>, <https://authot.studio/> and <https://authot.live/> websites.

By browsing the site, the User accepts them.

The User may deactivate cookies using the settings in their browser software.

ARTICLE 19 - HYPERTEXT LINKS

Hypertext links may be present on the site.

Users are informed that by clicking on these links, they will leave the <https://authot.app/>, <https://authot.studio/> and <https://authot.live/> websites.

AUTHÔT accepts no responsibility for the content, advertising, products and/or services available on such third-party sites and mobile applications, which are governed by their own terms of use.

AUTHÔT is also not responsible for transactions between a User and any advertiser, professional or merchant to which the User may be directed via the Application and may not under any circumstances be a party to any disputes whatsoever with these third parties concerning in particular the delivery of products and/or services, guarantees, declarations and any other obligations whatsoever to which the latter may be bound.