

Terms and Conditions of Sale and Use of the LEO Bizdev platform

English version - LEO Bizdev

LEO Bizdev is a solution provided, developed and marketed by SalesTech.

SalesTech is a French simplified joint-stock company ("société par actions simplifiée") with share capital of EUR 12,500, registered with the Nanterre Trade and Companies Register under number 834 439 861, whose registered office is located at 120, rue Jean Jaurès, 92300 Levallois-Perret, France.

These Terms and Conditions of Sale and Use govern access to and use of the LEO Bizdev service.

By using the LEO Bizdev solution provided, developed and marketed by SalesTech, the User agrees to comply with these Terms and Conditions of Sale and Use.

Any registration for and any access to the LEO Bizdev solution constitutes acceptance of these Terms and Conditions of Sale and Use.

The Services are intended for professional users.

1. Definitions

Content: means any statements, messages, information or data, regardless of their nature, including text, images, videos, photographs, comments, trademarks, corporate names, business data, prospect data, prospecting messages or information entered, imported, generated or processed through the Platform.

Company: means SalesTech.

Platform: means the website and web application through which the LEO Bizdev services are accessible.

LEO Bizdev: means the B2B prospecting AI agent SaaS solution provided, developed and marketed by the Company.

Service(s): means all features offered by LEO Bizdev on the Platform.

Account: means the personal space created by the User to access the Services.

Subscription(s): means the plan chosen by a User to access the Services, including the Free, Mini, Pro and Auto plans.

Free Plan: means the free LEO Bizdev plan, with no time limit, allowing limited use of the Services according to the associated credits and features.

Mini Plan, Pro Plan, Auto Plan: mean the paid LEO Bizdev plans, available under the pricing conditions displayed on the Platform and at the time of subscription.

User(s): means any professional individual or legal entity using the Services of the Platform.

Credit(s): means the internal usage unit allowing access to certain generation, search, analysis, enrichment or execution actions in LEO Bizdev.

Prospect: means an individual or professional contact identified, imported, analyzed, enriched or monitored in connection with the User's use of LEO Bizdev.

Copilot Mode: means the mode in which LEO Bizdev prepares, recommends or executes certain actions after validation by the User.

Autopilot Mode: means the mode in which LEO Bizdev may automatically execute certain prospecting actions according to rules previously configured and validated by the User.

Synchronization(s): means the voluntary connection by the User of compatible third-party services, including LinkedIn or compatible messaging services, in order to enable certain execution, monitoring or analysis features.

Compatible Third-Party Services: means external services connected to or used with LEO Bizdev, including LinkedIn, compatible messaging services, payment providers, hosting providers, support providers or artificial intelligence providers.

2. Services and features

LEO Bizdev is a B2B prospecting AI agent designed to help professional Users prepare, organize, execute and monitor their prospecting actions.

The Services may in particular allow the User to:

- define or refine their sales strategy, offers and personas;
- discover prospects matching their personas;
- analyze and score prospects according to their relevance;
- enrich prospect records using available information;
- generate LinkedIn messages, emails and call scripts;
- obtain next best action recommendations;
- execute certain prospecting actions after User validation in Copilot Mode;
- automatically execute certain prospecting actions in Autopilot Mode, according to the rules validated by the User;
- track action history, replies, tags, stages and prospecting performance;
- manage their account information, synchronizations, subscription and credits.

LEO Bizdev does not make telephone calls on behalf of the User. The Platform may search for a phone number, generate a call script, request the outcome of a call and record the information entered by the User, depending on the active plan and available features.

The features actually accessible depend in particular on:

- the User's active plan;
- the number of credits available;
- the configured Synchronizations;
- the technical or contractual limits of Compatible Third-Party Services;
- the prospecting rules configured by the User;
- the availability and evolution of the Platform.

The Company may develop or modify the Services, their presentation, their features, their technical terms and their operational methods in order to improve the Platform, ensure its security, maintain its proper functioning or adapt LEO Bizdev to market needs.

In connection with the use of LEO Bizdev, the User acknowledges that they have read and accept the terms of use of the Compatible Third-Party Services that they connect to or use with the Platform.

The Platform may connect to Compatible Third-Party Services that are not owned or controlled by the Company. The Platform may collect, receive, transmit or process information from or to these third-party services when the User connects them, authorizes them or asks LEO Bizdev to act through these services.

By using the Services, the User accepts that the Platform may transfer information to or from Compatible Third-Party Services on their behalf and execute commands on or through these services when this is necessary for the provision of the Services and consistent with the actions requested, validated or configured by the User.

3. Access to the LEO Bizdev Solution

Access to the Services is reserved for duly registered Users.

Telecommunication, internet connection, equipment and any other costs necessary to access the Platform are borne exclusively by Users.

The Company reserves the right, without notice or compensation, to modify the operational methods, servers, accessibility hours, technical access conditions or operating terms of the Platform.

The Company may temporarily or permanently close access to the Platform or to one or more Services in order to perform an update, maintenance, correction, development, security operation or any modification it deems necessary or useful for the proper functioning of the Platform and its Services.

The Company uses reasonable efforts to ensure the availability of the Services, without guaranteeing continuous, permanent or error-free access.

4. Registration

To use the Services, the User must open an Account by registering on the Platform.

The User must be a professional of legal age and capacity, or validly represent a professional legal entity. The User must provide the required information accurately and update it in the event of any change.

For the registration to be valid, the User must provide the information required by the Platform, including their first name, last name, valid email address, login password and, where requested, a valid telephone number.

Once this information has been completed, the User receives an activation email in order to log in and securely access the Platform.

Access to the Account is protected by a username and password chosen by the User at the time of registration.

The User is solely responsible for maintaining the confidentiality of their login credentials and passwords, and for any use that may be made of their Account.

If the User is no longer able to enter their password, they may click on "Forgot password?" and automatically receive a new password by email, according to the Platform's then-current operation.

The Company may delete, suspend or restrict an Account that does not comply with these Terms and Conditions of Sale and Use, without the need to initiate prior adversarial proceedings, subject to any mandatory applicable legal provisions.

If the User uses false, inaccurate, outdated or incomplete data, their right of access to the Account and the continued existence of the Account may be called into question by the Company.

Users may rectify certain data. The User has access on the Platform to their account area, from which they may manage certain personal information, their Subscription, payment methods and invoices.

When accessing their payment methods, the User may add, modify or delete a payment method according to the methods accepted by the Platform. Payment data is processed by the payment provider Stripe.

5. Subscriptions, plans, credits and payment

LEO Bizdev offers different plans for accessing the Services, including Free, Mini, Pro and Auto.

The Free Plan is available with no time limit and without any mandatory bank card. It gives access to a limited monthly volume of credits and to certain prospecting preparation features.

The Mini, Pro and Auto plans are paid plans. They give access to additional credits and features according to the conditions displayed on the Platform and at the time of subscription.

The Auto Plan is the plan that provides access to Autopilot Mode. It may require an appointment or demonstration beforehand in order to present its operation, prerequisites and configuration terms. Its subscription is made through Stripe like the other paid plans, when the User decides to subscribe.

The applicable prices are those displayed on the Pricing page and at the time of subscription through Stripe, in the currency presented to the User before payment validation.

Payments on the Platform are made through the Stripe payment system, which Users must review before using the paid Services.

Through the Stripe payment system, subscriptions may be made using the payment methods accepted by Stripe and offered at the time of payment.

Payment for the Subscription is recurring and renews automatically by tacit renewal on each anniversary date, according to the billing frequency chosen by the User.

For a monthly subscription, billing and renewal are carried out each month on the anniversary date.

For a quarterly subscription, a discount may apply; the Subscription is billed in a single payment and automatically renewed each quarter.

For an annual subscription, a discount may apply; the Subscription is billed in a single payment and automatically renewed each year.

Credits are reloaded monthly, including for quarterly and annual subscriptions. Unused credits are not carried over to the following month.

Credits are an internal usage unit of LEO Bizdev. They may be consumed by certain generation, search, analysis, enrichment or execution actions. Credit consumption rules may evolve depending on the features, technical costs, plans and uses of the Platform.

If the available credits are insufficient, certain credit-consuming actions may be blocked or made conditional on a plan change.

In the event of a plan change, the Subscription may be adjusted pro rata according to the terms applied by Stripe and displayed at the time of the change.

When upgrading through Stripe, the credits used during the month are reset to zero and the new quota of the subscribed plan becomes available immediately.

Payments already made are non-refundable.

The paid Subscription may be cancelled at any time from the User's account area on the Platform.

The User may modify their billing information and payment methods from their account area on the Platform.

Invoices are available and may be retrieved from the User's account area on the Platform.

6. Synchronizations, Copilot Mode and Autopilot Mode

Certain LEO Bizdev features require Synchronizations with Compatible Third-Party Services.

Without Synchronization, LEO Bizdev may help the User prepare their prospecting, including by generating offers, personas, prospects, records, contact details, messages or scripts, depending on the features of the active plan.

With a LinkedIn Synchronization, LEO Bizdev may, depending on the active plan and configured authorizations, analyze relationship status, prepare or execute certain LinkedIn actions, track certain interactions and adapt prospecting recommendations.

With an Email Synchronization, LEO Bizdev may, depending on the active plan and configured authorizations, prepare or execute certain email sends, analyze certain histories or replies, track email interactions and adapt prospecting recommendations.

The features actually available depend on the active plan, the authorizations granted by the User, the Compatible Third-Party Services connected and their own technical or contractual limits.

In Copilot Mode, LEO Bizdev prepares, recommends or executes certain actions after validation by the User.

In Autopilot Mode, LEO Bizdev may automatically select, contact and follow up with prospects according to the rules configured and validated by the User, the active Synchronizations, the available credits and the limits of Compatible Third-Party Services.

Autopilot Mode may in particular allow LEO Bizdev to discover new prospects, add selected prospects to the prospect database, choose prospecting actions, send LinkedIn invitations, LinkedIn messages or emails, track replies, update certain stages or tags and apply follow-up rules.

Autopilot Mode does not allow LEO Bizdev to make telephone calls on behalf of the User.

The User remains responsible for the execution rules configured, the selected targets, the authorized channels, the content sent, the compliance of their campaigns and the use of their connected accounts.

The Company does not guarantee that Compatible Third-Party Services will maintain their features, access conditions, quotas, interfaces, performance or usage policies.

7. Customer service

If the User needs information about the Platform or its Services, the User may contact the Company through the contact methods made available on the Platform.

The Company will use its best efforts to respond to any complaint within a maximum period of thirty (30) business days from receipt of the information or documents required to process the request.

8. User undertakings

The User undertakes to access and use the Platform and its Services in accordance with these Terms and Conditions of Sale and Use, applicable laws and the terms of the Compatible Third-Party Services that the User connects or uses.

The User accepts that, for verification, security, support, moderation, maintenance or compliance purposes, the Company may, where applicable, review certain Content published, generated, processed or exchanged on the Platform, within the limits necessary for these purposes.

The User undertakes to make all declarations and complete all formalities necessary for their activity, and to comply with all legal, social, administrative, tax and professional obligations.

The User is solely responsible for the legality of their prospecting activities, contact databases, messages, offers, personas, targets and use of the Services.

The User undertakes in particular to comply with the applicable rules on personal data protection, commercial prospecting, information of individuals, right to object, confidentiality, competition, commercial practices and electronic communications.

The User undertakes to use the Services fairly.

In the event of disintermediation, the liable parties shall pay the sum of EUR 5,000.00 to the Company.

A penalty of EUR 10,000.00 shall apply to any User who extracts, even partially, content from the Platform, regardless of the alleged reason, except for lawful extractions made possible by the Platform, in particular in connection with the export of prospect data authorized by the Platform's features.

The User undertakes not to, directly or indirectly:

- use in connection with the Services any element or Content that would infringe intellectual and industrial property rights, privacy rights, image rights or any other right of a third party;
- create, use, share or publish by any means in connection with the Services any material or Content that is aggressive, threatening, malicious, defamatory, misleading, pornographic, pedophilic, obscene, vulgar, racist, xenophobic, hateful, sexually explicit, violent, contrary to public decency or otherwise objectionable;
- create, use, share or publish any material or Content that would constitute a breach of a confidentiality obligation or that would encourage unlawful activity;

- carry out activities aimed at accessing elements or features of the Services whose use has not been authorized by the Company;
- arrange, modify, translate, adapt, reproduce, index, copy or extract any information, software, product or any other element or part of the Content or Services, by any means, without the Company's prior express authorization;
- modify, distort, block, abnormally burden, disrupt, slow down or hinder the normal functioning of all or part of the Services;
- transmit or spread any virus, Trojan horse, worm, bomb, corrupted file, similar destructive device or corrupted data;
- use another User's Account, impersonate another person or falsely claim a status or capacity;
- collect or intercept by any unauthorized means data exchanged by other Users or their authentication methods;
- attempt to obtain a password, account information or other private information from any other User;
- sell, rent, share, lend or transfer their Account or the means of accessing it;
- use LEO Bizdev to conduct unlawful, abusive, deceptive, massive, unsolicited campaigns or campaigns contrary to the rules applicable to commercial prospecting;
- use LEO Bizdev in violation of the terms of use of LinkedIn or of compatible messaging services connected to the Platform.

9. Limitation of liability

9.1. Liability of the Company

The Company uses all reasonable means to ensure access to and proper functioning of the Platform.

However, given the limitations related to the Internet, Compatible Third-Party Services, artificial intelligence systems, technical infrastructures and the User's equipment, the Company cannot guarantee that access to and operation of the Services will be continuous, permanent, error-free or suitable for all technical environments.

The Company shall not be held liable for any interruption of the Services, whether voluntary or not, including in the event of force majeure, malfunction of the User's equipment, malfunction of the internet network, maintenance, evolution of the Platform, constraint related to a hosting provider, limitation imposed by a Compatible Third-Party Service or modification of the access conditions of a third-party service.

The Company does not guarantee the absence of technical problems, compatibility with any particular configuration or hardware, any timeframe for availability, or the permanent availability of features related to Compatible Third-Party Services.

The Company makes tools and technical resources available to Users to help them improve their commercial management and prospecting. Its role is limited to the provision of these Services.

The Company does not guarantee the perfect accuracy, completeness, availability, timeliness or relevance of prospect data, enriched data, scores, recommendations, generated content, messages, scripts, analyses or results produced by LEO Bizdev.

Recommendations, scores and content generated by LEO Bizdev may require human verification by the User.

The Company does not guarantee any commercial result, including any response rate, conversion rate, appointment, business opportunity, revenue, gain, return on investment or client signature.

The Company shall not be held liable in the event of a dispute:

- between a User and one of their contacts;
- between a User and a Prospect;
- between a User and a member of the LinkedIn network with whom they entered into contact through the Platform;
- between a User and LinkedIn, a compatible messaging service or any other Compatible Third-Party Service;
- between a User and a person contacted as part of a prospecting campaign.

The Company cannot be held liable for Content published, imported, validated, sent or used by Users. Each User is responsible for implementing the necessary controls, procedures and validations.

9.2. Liability of Users

The User is solely responsible for any direct or indirect harm they may suffer as a result of inaccurate, incomplete or misleading information provided during registration, Account configuration or use of the Services.

The User acknowledges that the tools and technical resources made available by the Company do not exempt the User from liability for the legal, regulatory, professional or contractual obligations incumbent upon them.

The Compatible Third-Party Services used for the proper functioning of the Services are neither owned nor controlled by the Company. The User is solely responsible for keeping their accounts on these third-party services in good standing and for complying with their terms of use.

The User is responsible for the choices made in the collection, import, enrichment, qualification, use and prospecting of data. The User must ensure that these operations are lawful and do not infringe third-party rights.

The User guarantees that they have the rights, authorizations or legal bases necessary to collect, process, enrich, import, use and prospect the data that they process through the Platform.

10. Personal data

In accordance with French Law No. 78-17 of January 6, 1978, as amended, and Regulation (EU) 2016/679 of April 27, 2016, the Company attaches particular importance to the protection of personal data processed in connection with LEO Bizdev.

The Platform may process several categories of data, including:

- User account data: last name, first name, email address, telephone number, encrypted password, login information;
- billing and payment data, processed in particular through Stripe;
- business data entered or generated: offers, personas, sales strategy, prospecting preferences;
- prospect data: professional profiles, company information, contact details, scoring, tags, stages, action history;
- data from Synchronizations: LinkedIn or email information accessible through the connected services authorized by the User;
- usage data, technical logs, support information and communications with the Company.

The personal data processing operations carried out by the Company are described in more detail in the privacy policy, which includes in particular information relating to the DPA/GDPR and the list of subprocessors, and, where applicable, in the applicable data processing agreement.

The Platform is not intended to collect sensitive data within the meaning of the GDPR, such as data relating to racial or ethnic origin, political opinions, religious beliefs, health, sex life or sexual orientation. The User undertakes not to communicate such data through the Platform, except where required by law or with express and properly framed agreement.

For technical purposes related to operation, security, support, payment, hosting or artificial intelligence, the Company may use service providers or subprocessors.

Certain service providers may process data outside the European Economic Area, subject to the applicable safeguards provided for by the regulations in force.

Personal data is retained for the period strictly necessary for the provision of the Services, the contractual relationship, compliance with legal obligations and the defense of the Company's rights.

Upon closure of the User Account, data may be retained for three (3) months for legal or technical reasons, then permanently deleted, subject to applicable retention obligations.

Certain data necessary to comply with legal, accounting or tax obligations, including billing data, may be retained for the period required by applicable regulations.

Anonymized or aggregated technical data may be retained for a longer period for security, analysis or Service improvement purposes.

The User is responsible for exporting and backing up their data before closure of their Account or the end of their paid Subscription.

No data return may be carried out after permanent deletion of the data.

The Company implements appropriate technical and organizational measures to ensure the security, confidentiality and integrity of personal data.

However, the User acknowledges that the Internet is not a perfectly secure environment and that the Company cannot guarantee the total absence of unauthorized access.

In accordance with Articles 15 to 22 of the GDPR, each User has in particular a right of access, rectification, erasure, restriction, objection and portability, under the conditions provided for by the applicable regulations.

The User may exercise their rights by writing to the following address:

celine@leobizdev.ai

Any request will be processed within the time limits provided for by the applicable regulations.

11. Intellectual property

All intellectual property elements used by SalesTech are protected by intellectual property laws, including copyright law.

The Platform and all its elements, including but not limited to texts, interfaces, images, videos, photographs, trademarks, logos, corporate names, domain names, workflows, software components, technical databases, models, structures, methods, design and graphic elements, are the exclusive property of the Company or its partners.

Except for elements published under a free license or elements belonging to the User, any reproduction or representation, even partial, by any process whatsoever, any unauthorized extraction or any automated request aimed at retrieving data published on the Platform without the Company's prior express authorization is prohibited.

The User retains the rights they hold in their data, Content, offers, personas, prospect data and professional information. The User grants the Company the rights necessary to host, process, analyze, transform, generate, display, transmit and use them to the extent necessary for the provision of the Services.

Content generated by LEO Bizdev is provided to the User for their professional use in connection with their prospecting, subject to compliance with these Terms and Conditions of Sale and Use and the rights of third parties.

12. Amendments to the Terms and Conditions

The Company reserves the right to amend all or part of these Terms and Conditions of Sale and Use.

In such case, notice may be given to the User by any appropriate means, including by a window appearing on the Platform, by email or by display in the account area.

The amendment of the Terms and Conditions shall be deemed accepted if the User continues to use the Platform without express objection, subject to mandatory applicable legal provisions.

13. Term, cancellation, account deletion and severability

This agreement is entered into for an indefinite term from the User's acceptance of these Terms and Conditions.

Cancellation of a paid Subscription terminates access to paid features at the end of the current period, unless otherwise displayed at the time of subscription or plan change.

The User may then retain access to the Free Plan, within the limits of the features and credits associated with that plan.

Deletion of the LEO Bizdev Account results in closure of the Account and loss of access to the Services.

Upon closure of the User Account, associated data may be retained for three (3) months for legal or technical reasons, then permanently deleted, subject to applicable legal retention obligations.

If the User fails to comply with these Terms and Conditions of Sale and Use or commits any breach of applicable laws and regulations, the Company is entitled to suspend or close the User's Account automatically, and to refuse the User future access to all or part of the Services, without prejudice to any damages that the Company may be entitled to claim.

If any clause of these Terms and Conditions is declared null and void due to a change in legislation, regulation or a court decision, the validity of the other clauses shall not be affected.

If the Company does not exercise the rights granted to it under applicable texts or these Terms and Conditions, this shall not constitute a waiver of its right to enforce such rights.

14. Disputes, applicable law and competent jurisdiction

Any dispute between the Company and a User, whether relating to the formation, performance, interpretation, validity, termination or rescission of these Terms and Conditions of Sale and Use, including for protective proceedings, emergency proceedings, summary proceedings, third-party claims, applications or multiple defendants, shall fall under the jurisdiction of the courts located within the jurisdiction of the Versailles Court of Appeal and shall be governed by French law.