Terms & Conditions

Last updated 30 March 2022

These Terms and Conditions govern your access to and the use of our Platform, including any content, functionality and services offered on or through www.verticalls.com/.fr/.ai/.eco (the "Platform" or “the Website”) offered by GOOMEO SAS.

GOOMEO SAS and its subsidiaries are hereinafter referred collectively to as "GOOMEO", "we", "us", “our”.

Please read these Terms and Conditions carefully before you start using the Platform. By using the Platform, opening an account or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions, by our Privacy Policy, and by our Cookie Policy, incorporated herein by reference.

If you do not want to agree to these Terms and Conditions, to the Privacy Policy, or our Cookie Policy, you shall not access or use the Platform.

Introduction to our Terms and Conditions

GOOMEO SAS (hereinafter referred to as GOOMEO, we, us, our, the platform, or the website) is a company registered in France under company number 523698215.

Registered address: 12 Rue Bernard Lathiere 87000 Limoges, France.

Address: 1 Avenue d’Ester – Pars ESTER TECHNOPOLE 87280 Limoges, France

VAT number: FR13523698215.

Contact details

E-mail: contact@goomeo.com

Website: www.goomeo.com

About us

GOOMEO was founded in France in july 2010 by serial entrepreneurs Franck Auzanneau and Ludovic Mingot who saw a gap in today’s market for a unified remote selling solution that would address the growing need for virtual and contactless selling.

The company's mission is to develop a technology platform that is specifically tailored to support a remote salesperson's need for an easy to understand and easy to use selling solution. Verticalls has been designed with the active participation of sales experts from around the world making it a solution - built for salespeople by salespeople.

Pioneering technology solutions for remote selling, Verticalls is a one-of-a-kind, easy to use sales solution that provides the tools a salesperson needs to sell remotely from a unified platform. By extending the trusted, personalised sales environment remotely, Verticalls helps sales teams engage with customers in a unique way, reducing sales cycles and growing sustainable revenue and profitability.

General provisions

This Platform is meant to be used by companies and salespersons. In any case, the users should be at least 18 years old. If you are under 18, you shall not use or access this Platform or Verticalls's services. By using this Platform, you confirm and warrant that you have the legal age to perform a binding contract and meet all the foregoing eligibility requirements.

By registering to use and while using the Verticalls Platform, you acknowledge that you are not a competitor of Verticalls and that you are not using Verticalls's services for reasons that are in direct competition with Verticalls.

By using Verticalls you understand you will receive updates from Verticalls that will include emails and notifications regarding your activity on the Platform and/or on your Verticalls account. All reports from Verticalls are automatically agreed upon and accepted by you as stated in our Privacy Policy.

The Terms and Conditions (including other policies incorporated herein by reference) and the Agreed Payment Plan constitute the sole and entire agreement between you and GOOMEO regarding the Platform.

If you have any questions regarding the Platform or the Terms and Conditions you can contact us by submitting a request here, by email at contact@goomeo.com.

The original language of these Terms and Conditions, as well as all other texts throughout the Platform is English.

Key Terms

Platform refers to www.verticalls.com or www.verticalls.fr or www.verticalls.ai or app.verticalls.eco

Account creation - the signup process for a new customer;

Customer - the natural or legal person who has registered on the Platform on behalf of a company or a sales agent;

User - any person of at least 18 years old that:

- has signed up on the Platform, either as a Customer, or as a Team member;
- is using the Platform as a guest in a call;

Team member - any person of at least 18 years old who has been added to the Team by a Customer;

Team - a group of users added to the same Customer account, according to the Agreed Plan;

Agreed Plan - the payment plan chosen by a Customer for its account;

Contract - the agreement between GOOMEO and the Customer that includes these Terms and Conditions (including other policies incorporated by reference) and the Agreed Plan;

Service - features offered by GOOMEO to the Customer on the Platform, for a specific period of time, as a result of the contract performed;

Call - the way through which users can interact online using the voice and/or video feature of their devices;

Meeting - the way through which users can interact online by making calls by the Platform;

Payment Services Provider(s) - service processor(s) that provide electronic payment services;

Link - a keyword or a website outside or within the Platform that once launched, will initiate a visit to a new web page.

Proprietary Restrictions

The Platform, including, but not limited to its general layout, design, content, characteristics, functionality, all the information, software, displays, images, design, selection, arrangement, text is exclusively owned by GOOMEO and protected by patents, intellectual property, property rights laws, trademarks, international copyright, trade secret and shall not be used or duplicated outside the Platform. Users have no right, and specifically agree not to do the following with respect to the Platform or any part, component or extension of the Platform:

- copy, transfer, adapt, modify, distribute or reproduce it, in any manner;
- reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization;
- modify or create derivative works;
- remove any copyright notice, identification or any other proprietary notices;
- use the Platform in any manner that could damage, disable, overburden or impair the Platform or interfere with any other users' enjoyment of the Platform;
- permit or authorize anyone else to do any of the abovementioned actions.

Feedback Rights

To the extent that you provide GOOMEO with any comments, suggestions or other feedback regarding the Platform as a whole, as well as other GOOMEO products or services (collective, the “Feedback”), you will be deemed to have granted GOOMEO an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. GOOMEO is under no obligation to implement any Feedback it may receive from users.

General use

GOOMEO may make changes to its Terms and Conditions from time to time. When these changes are made, GOOMEO will make a new copy of the Terms and Conditions available on https://www.verticalls.com/terms

You understand and agree that if you use Verticalls after the date on which the Terms and Conditions have changed, GOOMEO will treat your use as an acceptance of the updated Terms and Conditions.

Creating an account

In order to become a user, you must fill out the information needed in the sign-up section. You must provide your name, a valid email address, a phone number, your company name, number of desired users within the Platform and the CRM used by your company. Please provide accurate information to facilitate the account creation.

You agree that all the information you provide on the Platform is ruled by GOOMEO’s Privacy Policy, and you agree on how and why GOOMEO processes your personal data as declared in the Privacy Policy.

If for any reason you wish to deactivate your account, you should contact us at franck@verticalls.com.

It is your responsibility not to disclose your login information. Therefore you are fully responsible for all the actions that occur on your account. You agree not to disclose your personal information, and if you suspect any malicious activity on your account, contact us at franck@verticalls.com.

When registering as a company, agent or any other entity, you must assure that you are authorized and in control of all the licenses necessary to the content that shall be shared, and you must be authorized to bind your business or other entity to our Terms and Conditions.

Using Verticalls as our customer

Once you set your account, you can start personalising your online space with your company's design and logo, and add more team members to the account. This way, you will all be able to access Verticalls's benefits.

The Platform's benefits include giving you access to a lot of tools to prepare the meetings with your clients and have all the tools you may need during the call. You can also synchronize your account with Salesforce, Hubspot, Pipedrive and ZohoCRM, to have all the necessary information in one place.

The platform features give you the opportunity to host HD video calls with your clients which are 100% browser-based and mobile-friendly, in a personalised selling environment. On the Platform you can prepare your presentation, manage the customer feedback, share content inside the presentation, have sales enablements and sales performance analytics.

Using Verticalls as a guest in a meeting

You can be a Verticalls user if one of our customers invites you to their call. In this case, these Terms and Conditions shall apply to you.

Please note that the host meeting might record your call. For more information on how we process your data, please consult our Privacy Policy.

Make an order - choose your plan

You can order our services by choosing your Applicable Plan. In this manner, we will be obliged to offer you Verticalls's services in return for your payment, as agreed on the Applicable Plan.

Depending on the number of users you want to have on your account, you can choose from different Payment Plans available. However, before coming to any decision, you can benefit from a 7 days free trial up to 14 days free trial if you test all the features during the initial free trial period of 7 days, to experience the benefits of our Platform.

In order to perform the order, you will have to use our Payment Service Provider and insert your billing information.

The orders can be placed anytime, and the services will be delivered electronically, in your account, after the payment is confirmed.

The services provided by GOOMEO refer to your access on the Platform. This way you will be granted a non-transferable, conditional, non-exclusive, revocable, and limited license to use Verticalls for your commercial use and legal purpose.

We may cancel your order if:

- Your bank did not accept the payment.
- The Payment Service Provider does not confirm your payment.
- You did not provide us with sufficient information to perform the order.
- We reasonably believe that accessing the Platform and placing the order you are following an unlawful purpose or a purpose that may cause harm to us, our Affiliates or Partners.
- Any of the Terms and Conditions of this document have been violated.

Billing and payment

The prices can vary according to the Agreed Plan and may be subject to change. After every payment, you can download an invoice from our Payment Service Provider platform.

The Agreed Plans involve a recurrent payment, which we will withdraw monthly or annualy from your account, until you decide to stop the plan. If you wish to end your agreement with GOOMEO, please send us an email at franck@verticalls.com.

You are solely responsible for any payment occurred by mistake, and therefore we will not refund it.

Appsumo Lifetime deal

For users who bought a promotional code on appsumo.com they will benefit of the “Start” plan on Verticalls.

The term “Lifetime” defined a period of 3 years.

During this period, the user can choose an other subscription plan but in this case he will loose is “lifetime” benefit offer and must pay for the newest subscription. This is the same if the user want to add licences.

Intellectual property right

You, as the customer, must be the owner of the content you share on your account, namely, the information and the offers regarding your company.

User indemnification

When using Verticalls and creating an account, you agree to hold harmless and indemnify all of the GOOMEO group, agents, representatives, successors and assign against and from all and any claims, causes of action, suits, demands, judgments, actions, proceedings, damages, losses, liabilities, costs and expenses with no limitation and including attorneys’ fees and legal costs, that may come out of the following:

- The way you use Verticalls, its features and the services it provides;
- Transactions or interactions between you and any other user on the Platform;
- All the information shared, created or published on Verticalls;
- Violating the terms and conditions or any applicable law.

The customers are responsible as independent contractors of meeting all the respective legal or statutory laws and obligations based on the country of residence and taxation.

Non-Permitted Usage

You are not allowed to:

- use Verticalls for any unlawful purposes or to conduct illegal activities.
- violate international, federal, local laws, rules, general laws or other local acts.
- deceive or act in a virtual crime using various internationally prohibited methods.
- attack the security systems of Verticalls or of the partner websites.
- solicit others to perform or participate in any unlawful acts.
- buy or sell Verticalls accounts.
- use Verticalls in any other manner than intended.
- falsify the information you share on the Platform.

You must not use any automatised program, process or tool (bots, robots, web crawlers, automated scripts, etc.) to extract, harvest, collect or gather content or information from Verticalls or to access the Platform or any network, server or system associated to Verticalls.

You must not use Verticalls in any way that violates any applicable law or these Terms and Conditions.

You acknowledge and consent that by infringing any of our policies your account will be terminated and your rights to use the Platform will be revoked.

Any attempt to gain unauthorized access to the website and any attempt to fraud will be reported to the competent authorities.

You can report any abuse or complain about unlawful use on Verticalls by contacting us at franck@verticalls.com , outlining the abuse or the complaint.

Disclaimer of Warranties

Your use of the platform and any services or items obtained through the platform are at your own risk. The platform, its content and any services or items obtained through the platform are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither GOOMEO nor any person associated with GOOMEO makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the platform.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation on Liability

In no event will GOOMEO, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages or loss of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the platform, any platforms linked to it, any content on the Platform or such other platforms or any services or items obtained through the platform or such other platforms, including, but not limited to, any loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under the applicable law.

Waiver and severability

No waiver of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

Errors, Inaccuracies and Other Omissions

Occasionally, the information on the website may contain typographical errors, inaccuracies or omissions that may be associated with service descriptions, prices, promotions, special offers, costs etc. We reserve the right to correct these errors, inaccuracies and omissions, as well as to

change or update information or cancel orders made under inaccurate details (even after an Agreed Plan has been ordered).

Links to and from another website

Although this Platform may link to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless explicitly stated within. We are not responsible for examining or evaluating, and we do not assure the offerings of any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties.

You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Platform. Accessing a link to any other off-site websites is at your own risk.

Force Majeure

We are not liable or responsible in any way in the event of Force Majeure, respectively any event beyond of our control or of our commercial partners, which prevents us from complying with any of obligations under these Terms and Conditions, including, but not limited to denial-of-service attacks, failure by a third-party hosting or utility provider, unforeseen technical issues, strikes, riots, fires and any other natural events, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.

Dispute resolution

You and GOOMEO agree that these Terms and Conditions shall be governed by and construed under the laws of France (without regard to the conflict of law's provisions thereof) and that any dispute between you and GOOMEO concerning the Platform or arising out of, or related to these Terms and Conditions shall be resolved exclusively in the courts of France.

Except where prohibited by applicable law, any claim, or cause of action by you concerning GOOMEO, or arising out of, or related to these Terms and Conditions must be filed within one year after such claim, or cause of action arose, or it should be forever barred.

We reserve the right, but not the obligation, to resolve any disputes occurred on or in regard to our Platform. If you have a dispute with others, or a complaint against us, please contact us first at contact@goomeo.com .

We will always try our best to help resolve any issue that you may encounter with our Platform. If your complaint or dispute remains unresolved, you may be eligible to use the European Commission's online dispute resolution platform here.