

## GENERAL CONDITIONS & PRIVACY POLICY TERMS

### ARTICLE 1 : GENERAL

The Omnispace service is subject to the Terms & Conditions below and enter into force after validation by the user who recognizes accept them fully. The present document is subject to French and European law, supplemented by the treaties ratified by the French State.

### ARTICLE 2 : DEFINITIONS

User : Natural or legal person having subscribed to Omnispace service.  
Space : Collaborative space developed by Omnispace and used as part of its services.  
Servers : physical infrastructure making the data available to users of the service. The servers also contains software and data required for the Omnispace service.

### ARTICLE 3 : OMNISPACE COMMITMENTS

Omnispace is committed to make every effort to ensure the permanence and quality of services it offers, providing 99.9% of disponibility of its servers. Omnispace's data and servers are located in France in the Strasbourg and Roubaix datacenters of the French and European leader OVH.

Access to your space is via a secure connection via SSL / TLS: Encryption using the SHA256 algorithm and RSA 2048 bit key. Your data is also saved daily on our remote servers.

Omnispace reserves the right to improve at any time the characteristics of its technical infrastructure and choice of suppliers. These changes will provide better performance than provided at acceptance of this contract.

Omnispace refuses to host content that does not respect human dignity, copyright and generally the French and European regulations in force. If it is not subject to any obligation to control the data stored on its servers and relating to illicit activities, Omnispace reserves the right, however, to suspend spaces that do not comply with French and European regulations in force.

#### **ARTICLE 4 : USER COMMITMENTS**

The user certifies being over 13 years old, a legal condition necessary for the use of the Omnispace service (private social network). In addition, the user agrees not to use the messaging features to send unsolicited messages (spam). The user acknowledges that distributing protected works without authorization through a file exchange system directly infringes the intellectual property rights of authors and their assigns.

The user / administrator of a space remains responsible for the manual backup of the data of his space (cf. backup options of the "general configuration" module). Omnispace performs daily backups for its internal needs, however it cannot be led to recover an automatic backup for the specific needs of a user.

#### **ARTICLE 5 : PRIVACY POLICY AND GDPR**

Omnispace does not acquire any rights over the content sent by users to its servers and refrains from copying the information entrusted to it outside of its backup service.

In compliance with the new General Data Protection Regulations (GDPR), Omnispace undertakes not to transmit the data entrusted to it to third parties. Respecting the confidentiality of data is therefore a priority in the processing of information.

Unlike the services offered by huge private companies, the resources and personal data hosted on Omnispace remain the property of their respective authors and are not subject to any statistical or commercial exploitation. This service is therefore free from advertising.

#### **ARTICLE 6 : GOOGLE SERVICES AND PRIVACY POLICY**

Each space can activate and configure integrated Google services, such as connection via Gmail or display of contact / user details via Google Maps. The connection via Gmail also allows the import of contacts to send invitation emails. The administrator of a space can thus activate or deactivate these functionalities at any time, via the "general configuration" module. In addition, Analytics is used for audience measurements reserved for the administration of the Omnispace service.

The data used by the Google APIs are only used within the Omnispace service, and limited to the email, last name, first name and address fields of each user. This applies only to the data provided by each Omnispace user and entered in their own user profile.

## **ARTICLE 7 : USER DATAS AND SUBSCRIPTION**

The free spaces based on the "Omnispace discovery" offer and which have not been used for more than twelve months, as well as any other space unused for more than three years will be deleted in their entirety in order to optimize resources and infrastructures. of Omnispace.

Spaces whose subscription has recently expired remain active for their average users, but the use of administrators is gradually limited. A persistent message is thus sent to administrators when they access their space, inviting them to renew the subscription.

## **ARTICLE 8 : WITHDRAWAL AND CONTESTATION**

During the first four months of a subscription, it is possible to upgrade to the higher offer by paying only the difference between the old and the new subscription (see "Subscription upgrade"). Beyond this deadline, any change of subscription during the year cannot give rise to a right to a refund in proportion to the remaining months on the current subscription.

The Consumer Code provides in its article L121-20-2 that "the right of withdrawal cannot be exercised (...) for contracts for the supply of services whose execution started, with the consumer's agreement, before the end of the period of seven clear days ". The Customer is therefore informed that he may, in application of these provisions, exercise a premature right of withdrawal.

In the event of a dispute relating to the application of this contract, the parties must submit to prior conciliation, thereby enabling an amicable agreement to be reached. None of the parties can seize any authority without having submitted to this conciliation. Any action brought by one or the other of the parties in non-compliance with this clause will be inadmissible, except in the event of legitimate proceedings.