

## **Terms of use of the twakeapp.com website**

### ***ARTICLE 1 : Object***

These presents Terms of Service Are intended to provide a legal framework for the procedures for making the services available on the site twake during their use by "the user".

The general conditions of use must be accepted by any User wishing to access the site. They constitute the contract between the site and the User. Access to the site by the User means acceptance of these terms and conditions of use.

In case of non-acceptance of the general conditions of use stipulated in this contract, the User must renounce access to the services offered by the site.

Twake reserves the right to modify unilaterally and at any time the contents of these general conditions of use.

### ***ARTICLE 2 : Legal Notice***

Twake website edition is provided by Twake Technologies SAS to capital 3 € 100 with registered office at 193 avenue Paul Muller 54 600 Villers-lès-Nancy, registered in the Trade and Companies Register with the number 838 962,637 .

The director of the publication is Mr. Benoît Tallandier .

The host of the Twake site is the OVH Company with a capital of 10 174 € 560 headquartered at 2 rue Kellermann 59100 ROUBAIX

### ***ARTICLE 3 : Definitions***

The purpose of this clause is to define the various essential terms of the contract :

- User : this term refers to any person who uses the site or any of the services offered by the site.
- User Content : these are the data transmitted by the User within the site.
- Member : the User becomes a member when he is identified on the site.
- Login and password : it is the set of information necessary for the identification of a User on the site. The username and password allow the User to access services reserved for members of the site. The password is confidential.
- Twakeapp application : proposed web application on the twakeapp desktop app, on the Twake mobile app and at app.twakeapp.com

### ***ARTICLE 4 : access to services***

The site allows the User access to the following services :

- Provision of articles written by Twake Technologies
- Providing online help about the application twakeapp
- Provision of services offered by the application twakeapp
- Provision of creation and customization Profile

The site allows the Member access to the following services :

- Creating and customizing workspaces
- Access to workspaces containing
  - an email
  - storage space
  - a link to open source applications ( onlyoffice, jitsii )
  - a task manager
  - a calendar

The site is accessible anywhere to any User with access to the Internet. All costs incurred by the User to access the service (hardware, software, Internet connection, etc.) are his responsibility.

Non-Member User does not have access to member services. For this, he must identify himself using his username and password.

The site implements all the means at its disposal to ensure quality access to its services. The obligation being of means, the site does not undertake to reach this result.

Any event due to a case of force majeure resulting in a malfunction of the network or the server does not engage the responsibility of Twake.

Access to the site services may be subject to interruption, suspension, modification without notice for maintenance or any other case at any time. The User undertakes not to claim any compensation following the interruption, the suspension or the modification of this contract.

The user has the possibility to contact the email address by site e [contact@twakeapp.com](mailto:contact@twakeapp.com) .

### ***ARTICLE 5 : Intellectual property***

The trademarks, logos, signs and other content of the site are protected by the Code of Intellectual Property and more specifically by copyright.

The User requests the prior authorization of the site for any reproduction, publication, copy of the various contents.

The User agrees to use the contents of the site in a strictly private setting. Use of the content for commercial purposes is strictly prohibited.

Any content posted by the User is his sole responsibility. The User agrees not to put on line content that may affect the interests of third parties. Any lawsuit brought by an injured third party against the site will be borne by the User.

The content of the User may be at any time and for any reason deleted or modified by the site. The User receives no justification and notification prior to the deletion or modification of the User Content.

### ***ARTICLE 6 : Personal data***

The information requested at registration on the site is necessary and mandatory for the creation of the account of the User. In particular, the email address may be used by the site for the administration, management and animation of the service.

The site assures the User a collection and treatment of personal information in respect of privacy in accordance with the law n ° 78-17 of January 6, 1978 relating to data, files and freedoms. The site is being declared to the CNIL.

Under Articles 39 and 40 of the law dated January 6, 1978, the User has a right to access, rectify, delete and oppose his personal data. The User exercises this right via :

- by email to [contact@twakeapp.com](mailto:contact@twakeapp.com) ;
- by postal mail to Paul Muller 54600 Villers-lès-Nancy .

### ***ARTICLE 7 : Liability and force majeure***

The sources of information disseminated on the site are deemed reliable. However, the site reserves the faculty of a non-guarantee of the reliability of the sources. The information given on the site is for informational purposes only. Thus, the User assumes sole responsibility for the use of the information and contents of this site.

The User makes sure to keep his password secret. Any disclosure of the password, regardless of its form, is prohibited.

The User assumes the risks associated with the use of his username and password. The site declines all responsibility.

Any use of the service by the User directly or indirectly resulting in damages must be compensated for the benefit of the site.

An optimal guarantee of the security and the confidentiality of the transmitted data is not assured by the site. However, the site is committed to implementing all necessary means to best guarantee the security and confidentiality of data.

The responsibility of the site can not be committed in case of force majeure or the unpredictable and insurmountable fact of a third.

### ***ARTICLE 8 : Hypertext links***

Many outgoing hypertext links are present on the site, however the web pages where these links lead do not engage the responsibility of Twake. who does not have control of these links.

The User is therefore forbidden to engage the responsibility of the site concerning the content and the resources relating to these outgoing hypertext links.

### ***ARTICLE 9 : Evolution of the contract***

The site reserves the right at any time to modify the clauses stipulated in this contract.

***ARTICLE 10 : Duration***

The duration of this contract is indefinite. The contract has effect with respect to the User from the use of the service.

***ARTICLE 11 : Governing Law and Jurisdiction***

French law applies to this contract. In the absence of an amicable resolution of a dispute between the parties, only the tribunals of Nancy are co-perpetrators.