

# TERMS OF SERVICE

*Date of last update: 04/04/2023*

## Article 1 - LEGAL NOTICE

The web Platform OFFERR Call platform, accessible at the URL <https://offerr.flexx.camp/> (hereinafter referred to as the "**Platform**"), is provided by:

LGI, SAS with a capital of 50,000 euros, registered with the R.C.S. of Paris under the number [48524136800037], whose registered office is located at 6 cité de l'ameublement 75011 Paris France, represented by Vincent CHAUVET duly authorized, the individual VAT number of the service provider is: FR11 485 241 368.

(Hereinafter referred to as the "**Provider**" or "**Service Provider**").

The Platform is hosted by the company Ionos, located at 7 place de la Gare, 57201 Sarreguemines, France.  
(hereinafter referred to as the "**Host**").

The Platform is supporting the operational implementation of the to the *European funded project OFFERR*  
(hereinafter referred to as the "**Project**").

The Platform is used by partners of the Project, and applicants answering online the public calls launched by the Project,  
(hereinafter referred to as the "**Users**").

The User service support can be contacted by email at [support.offerr@snetp.eu](mailto:support.offerr@snetp.eu)

## Article 2 - SCOPE OF PLATFORM

The purpose of these Terms of Service (the "ToS") is to define and govern the contractual relationship between the Provider and any professional (a "User") who has created an account and wishes to benefit from the services offered by the Platform.

The use of the services offered by the Platform is subject to the prior acceptance without restriction or reservation of the ToS.

The ToS are made available in the Platform at the moment of the creation of the account and once logged in the Platform.

## Article 3 - DESCRIPTION OF SERVICES

The purpose of the Platform is the online provision of the following services:

- A file storage and sharing
- An internal directory service for Members and Users including sending e-mails to groups of Users.
- Platform for submitting calls for proposals
- Interface to manage call for proposals
- Dashboard to manage reviewers
- Platform allow the review of proposals
- Data management module to host results of selected projects
- A personal space allowing the management of User account (hereinafter referred to as the "**Services**").

The Services facilitated by the Platform may be modified/updated upon need.

#### **Article 4 - REGISTRATION CONDITIONS**

Any User wishing to fully benefit from the Platform and Services must:

- Have full capacity and act for strictly professional purposes;
- Create the personal space on the Platform by submitting in the account creation form (surname/first name, e-mail address, etc.);
- Accepting of the ToS and Privacy Policy;
- Confirm the registration following the validation procedure

Access to the Services is possible from a computer, a smartphone or a tablet by connecting to the Platform.

Use of the Services requires a broadband or mobile Internet connection where applicable.

Users are personally responsible for setting up the IT and telecommunications resources required to access the Platform.

When creating an account with e-mail, the User is invited to choose a password, which constitutes a guarantee of the confidentiality of the information that will be contained in his account.

For the purpose of validating registration, the Service Provider sends the User a confirmation email to the email address provided by the User. The User then proceeds to activate his account by clicking on the hypertext link provided for this purpose in the confirmation email.

Each User guarantees the sincerity and accuracy of the information provided for the purposes of his registration, undertakes to notify him of any subsequent changes and guarantees that the said information does not infringe the rights of third parties.

The User may modify this information, identifiers and password from his account on the Platform.

The User undertakes not to disclose or transfer his account, identifiers and passwords and is solely responsible for their use until their deactivation. He must immediately inform the Service Provider of any loss or unauthorised use of his account.

The Service Provider reserves the right to delete the account of any User who has provided erroneous information.

## **Article 5 - ORDERS**

Any User wishing to benefit from the online Services of the Platform must:

- Connect to his/her personal space;
- Confirm his/her acceptance of the ToS;
- Configure his/her preferences for the distribution of personal information to other members of the Platform

## **Article 6 - PRICING**

Access to the Platform and the Services are free for the User. The Provider is free to decide on the activation or deactivation of the Users' accounts as well as the pricing policy regarding access to the Platform.

## **Article 7 - OBLIGATIONS OF THE PROVIDER**

The Service Provider undertakes to take all necessary steps to perform the Services and its obligations under these ToS and/or any other documentation that may be concluded with Users, in compliance with the legal and regulatory provisions and the rights of third parties.

The Service Provider declares that it has the skills, experience and resources necessary to provide the Services, and will assume full responsibility both for the performance of the Services and the organisation of the work of its staff, where applicable.

The Service Provider publishes the Services available on the Platform and hosts the content put online by Users. The Service Provider acts as a technical service provider and does not check the legality, accuracy, quality or truthfulness of the content posted online by Users under their responsibility.

As a result, Users acknowledge the Service Provider as the host of the Platform within the meaning of Article 6 of Law No. 2004-575 of 21 June 2004 on confidence in the digital economy.

However, the Service Provider undertakes to promptly remove any manifestly illegal content brought to its attention, particularly when the existence of such content has been notified to it by a User under the conditions provided for by the applicable regulations.

In addition, the Service Provider shall endeavour to ensure that the Platform is accessible and functions properly 24 hours a day, seven days a week.

However, the Service Provider cannot exclude the possibility that access to and operation of the Platform may be interrupted, in particular in the event of force majeure, malfunctions in Users' equipment or Internet network, failure of telecommunications operators, interruption of electricity supply, abnormal, illegal or fraudulent use of the Platform by a User or a third party, a decision by the competent authorities, or for any other reason.

The Service Provider also reserves the right to make any changes and improvements to the Platform and Services of its choice related to technical developments or proper operation.

General and temporary interruptions to the Platform and Services shall, insofar as possible, be notified via the Platform before they occur, except where such interruptions are of an emergency nature.

## **Article 8 - USER OBLIGATIONS**

Each User undertakes to access and use the Platform and Services in a fair manner and in accordance with the laws in force and these ToS.

The data and information communicated or put online by Users must be accurate, sincere and fair and will be communicated under their sole responsibility.

The User undertakes to delete his account if he is no longer part of the Member's workforce of which he is a member at the time of the creation of his account.

More generally, each User undertakes to :

- Ensure that, under all circumstances, legal, social, administrative and tax obligations applicable to his/her professional status are respected;
- Not to modify, during the execution of the Services, their nature or the way they are provided, except with the prior written agreement of the Service Provider;
- Not to disseminate content that is illegal or that has the effect of diminishing, disorganising, slowing down or interrupting the normal circulation of data on the Platform;
- Immediately notify the Service Provider of any difficulty, reservation or dispute arising during the performance of the Services or any abnormal, abusive or fraudulent use of the Platform of which it becomes aware.

In the event that a User is responsible for an infringement of the legislation in force or an infringement of the rights of third parties, the Service Provider reserves the right to provide, at the request of any legitimate authority (court, administrative authority, police services), any information allowing or facilitating the identification of the offending User.

## **Article 9 - CLAIMS**

In the event of non-performance or faulty performance of the Services, the User must notify the Service Provider and formulate its grievances and reservations within thirty (30) calendar days following the date on which it becomes aware of them, in order to allow the

parties to make their best efforts to reach an amicable settlement of the situation within thirty (30) calendar days following the User's initial notification.

In the absence of an amicable settlement under the aforementioned conditions and in the event of a sufficiently serious breach by the Service Provider, the User may terminate the ToS under the conditions set out in Article 17 and obtain, where appropriate, damages from the Service Provider in order to compensate for the loss suffered, the User waiving in advance the right to request a forced execution in kind of the Services by the Service Provider or a third party or a proportional reduction in price, by express derogation from the provisions of Articles 1221, 1222 and 1223 of the Civil Code.

## **Article 10 - RESPONSIBILITY OF THE PROVIDER**

The Service Provider is bound by an obligation of means with respect to the provision of the Services.

Each User declares that he/she is aware of the constraints and limits of the Internet networks and cannot under any circumstances seek the Service Provider's liability for malfunctions in access to the Services, the opening and viewing speeds of the pages of the Services, the temporary or permanent inaccessibility of the Services or the fraudulent use of the Platform by Users or third parties.

The Service Provider shall not be held liable in any way whatsoever:

In case of failure to perform any obligation resulting from an act of God or an event of force majeure within the meaning of Article 1218 of the Civil Code, including, but not limited to, unforeseeable events such as strikes, work stoppages, social unrest, factory closures, floods, fires, production or transport failure that is not due to its own fault, disruption of supply, wars, riots, insurrections and more generally any circumstance or event preventing the Company from properly performing its obligations;

In the event that the information, data, instructions, directives, materials or supports communicated by the User are erroneous or incomplete, and more generally in the event that the non-execution or defective execution of the Services results in whole or in part from the User's behaviour, failure or default;

In the event that certain services or functionalities are not accessible on the Platform due to the deactivation by a User of cookies or javascript via the interface of the navigation software;

In the event that the functionalities of the Platform prove to be incompatible with certain computer equipment, functionalities and/or settings of the User's operating system or browser.

Furthermore, each User is responsible for the content and information imported, stored and/or published on the Platform and undertakes not to use any technical measures that may allow the technical protection measures implemented by the Service Provider to be circumvented in order to prevent any fraudulent use of the Platform and Services.

Each User also takes, under his sole responsibility, all measures to ensure the integrity and backup of all of his data, files and documents and waives any liability on the part of

the Service Provider in the event of damage to data, files or any other document that he may have entrusted to the Service Provider in the context of the use of the Platform and/or Services.

More generally, each User also undertakes to guarantee the Service Provider against any claim, demand, or opposition and more generally against any proceedings that may be brought against the Service Provider as a result of the User's use of the Platform and/or Services.

In any event, the Service Provider shall not be liable for any indirect or consequential damages or losses such as financial loss, loss of opportunity, loss of profit, loss of contract, loss of order, loss of customers, operating loss, commercial prejudice or disturbance or damage to image, which may result from the defective supply or lack of supply of the Services.

The Service Provider's liability may not exceed an amount equal to the price excluding taxes collected from the Client for the supply of the Services over the last twelve (12) months.

In accordance with the provisions of Article 2254 of the Civil Code, any legal action by a Client/Member/User against the Service Provider shall be time-barred after the expiry of one (1) year following the date on which the Client/Member/User concerned became aware or is presumed to have become aware of the harmful event.

## **Article 11 - REGISTRATION SYSTEMS**

The computerized registers, kept in the computer systems of the Service Provider and its partners under reasonable conditions of security, will be considered as proof of the communications and actions of the Users and the Service Provider. The archiving of these elements is carried out on a reliable and durable medium so as to correspond to a faithful and durable copy within the meaning of the applicable regulations.

Each Client/Member/User acknowledges the evidentiary value of the Platform's automated recording systems and declares that it waives the right to contest them in the event of a dispute.

## **Article 12 - PERSONAL DATA**

For more information regarding the use of personal data by the Service Provider, please read carefully the Privacy Policy (hereinafter referred to as the "Policy"). You may consult this Charter at any time on the Platform.

## **Article 13 - HYPERTEXT LINKS**

The hypertext links available on the Platform may refer to third party or partner sites. They are provided solely for the convenience of the User, to facilitate the use of resources available on the Internet. If the User uses these links, he or she will leave the Site and then agrees to use the third party sites at his or her own risk or, where applicable, in accordance with the conditions governing them.

In any event, the existence of a hypertext link to the Platform from a third party site or an e-mail from the Platform to a third party or partner site shall not engage the Service Provider's liability in any way whatsoever, and in particular as regards the availability, content and products and/or services available on or from such third party or partner site.

## **Article 14 - INTELLECTUAL PROPERTY**

### **14.1 Software**

The Service Provider is and remains the sole owner of the Platform, in particular and without limitation, its source code and all elements forming part of the software structure, such as texts, files, images, animated or not, logos, drawings, models, trademarks, visual identity, database structure, and all other intellectual property elements relating to the Platform and which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the aforementioned elements may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, whether free of charge or in return for payment, by a Client, Member, User or third party, regardless of the means and/or media used, whether known or unknown to date, without the prior written authorisation of the Service Provider. The Client, Member, User or third party contravening the present Terms and Conditions shall be solely responsible for any unauthorised use and/or exploitation and shall be liable to prosecution.

### **14.2 Data**

On the other hand, the Service Provider is not the owner of the data uploaded by Clients, Members and Users to the Platform.

In addition, any extraction, integration, compilation, or use for commercial purposes of information contained in the databases accessible on the Platform, as well as any use of software, robots, data mining systems and other data collection tools is strictly prohibited to the Clients.

However, the Service Provider grants to the Clients and Users, subject to their compliance with these Terms and Conditions, a non-exclusive and non-transferable right to access, download and print the content of the Platform for personal and non-commercial use.

Reciprocally, each User expressly authorises the Service Provider to reproduce, disseminate, host, store, reproduce, communicate, publish, modify, adapt, translate and display all or part of its content on the Platform, by any means or process, for the purposes of exploitation, improvement, verification, promotion, marketing, advertising of the Platform or in the context of setting up partnerships. This non-exclusive, transferable and sub-licensable license is valid worldwide, without royalties, for the duration of the Customer's registration or until the content is deleted from its account.

## **Article 15 - DURATION - SUSPENSION - TERMINATION**

These ToS are concluded for the entire duration of the activation of the personal account.

The Service Provider reserves the right to suspend a User's access to the Site and Services, either permanently or temporarily, in the event of a breach by the said User of his/her obligations resulting from these ToS.

In addition, the Service Provider or the User may terminate the ToS of Use by right and in advance by sending a written notice:

In the event of a case of force majeure as referred to in Article 10 above;  
After notifying the other party in the event of a serious breach by the latter of its obligations or under applicable laws and regulations, which has not been remedied within fifteen (15) days (where such breach can be remedied) following written notification indicating the nature of the breach and the need to remedy it.

## **Article 16 - CONFIDENTIALITY**

During the term hereof, each party may review or receive confidential information, documents and/or data about the other party. Accordingly, each party undertakes, both on its own behalf and on behalf of its employees for whom it acts as its agent, to maintain the strict confidentiality of all confidential information, documents and/or data of any nature relating to the results, activity or clientele of the other party or any information received or obtained from a party within the framework of the contractual relations established.

This confidentiality undertaking of the parties is valid both for the duration hereof and for a period of five (5) years following its expiry or termination.

## **Article 17 - NOTIFICATIONS**

Any written notice or summons required or permitted under the provisions hereof shall be validly given if it is sent by hand-delivered letter or by bearer against receipt of delivery, by registered mail with acknowledgement of receipt, or by electronic mail (except in the event of termination hereof), addressed to the contact details of the party concerned, each party electing domicile at its registered office.

Any change in the contact details of a party for the purposes hereof shall be notified to the other party in accordance with the terms set out above.

Notifications sent by hand or by bearer will be presumed to have been made on the date of delivery to the addressee, as evidenced by the delivery receipt. Notifications made by registered mail with acknowledgement of receipt shall be presumed to have been made on the date of their first presentation at the addressee's address. Notices made by electronic mail shall be presumed to have been made on the date the electronic mail is sent.

## **Article 18 - AUTONOMY AND WAIVER**



If any of the stipulations of these ToS were to be declared null or inapplicable for any reason whatsoever in Platform of a law, a regulation or following a court decision that has become final, it would be deemed unwritten and the other stipulations would remain in force.

The fact that the Service Provider does not avail itself temporarily or permanently of one or more of the stipulations of the ToS shall in no way entail a waiver.

## **Article 19 - MODIFICATION**

The Service Provider reserves the right to modify at any time and without notice the content or location of the Platform, the Services and these ToS.

Any use of the Platform or the Services following a modification to the ToS will imply acceptance by each User of said modifications. The most recent and current version of the General Conditions will always be available at the following address:

[https://offerr.flexx.camp/term\\_of\\_service](https://offerr.flexx.camp/term_of_service)

When the modifications made to the ToS are considered substantial, they will be brought to the attention of customers, Members and Users by e-mail and must be accepted by them the next time they log on to the Platform.

## **Article 20 - DISPUTES**

Disputes that may arise within the framework of the contractual relations established between the Client/Member/User and the Service Provider must be resolved, as far as possible, amicably.

In the absence of an amicable settlement within one month from the date one of the parties is seized of the matter, all disputes to which the ToS may give rise, concerning their validity, interpretation, execution, termination, consequences and consequences, shall be submitted to the Paris court.

## **Article 21 - APPLICABLE LAW & LANGUAGE OF THE CONTRACT**

The present ToS and the operations arising therefrom are governed and subject to French law. They are written in French. In the event of translation into one or more foreign languages, only the French text shall be authentic in the event of a dispute.