



## WEBSITE TERMS OF USE

Version 1.0, 03.03.2009

FAASCAPE is a platform of on-demand web services enabling third-party applications to use distant features.

FAASCAPE is a service provided by Argia Engineering, a public limited company having its head office at 16, rue Louis Pasteur, 92 100 Boulogne, France, registered at the Register of Companies of Nanterre under n° 478843402.

The FAASCAPE platform offers:

- to customers, features provided on a pay-as-you-use basis;
- to developers, compensation in the form of proportional payout;
- the possibility of developing and testing one's own on-line services in a user-friendly environment;
- an area for discussing with customers and users.

The platform is accessible from the following website: [www.faascape.org](http://www.faascape.org) (hereinafter: "the Site").

The present terms of use set the rules applicable to areas enabling to develop and test the web services and software features (hereinafter: "the Contributions") and to community discussion and information exchange areas.

The commercial exploitation or production of the Contributions is submitted to the provisions of the service operating agreement which has been separately approved by the Developer. The Developer designates in these presents any physical or legal person holding the copyrights of a Contribution published on the Site.

By registering on the Site, you accept to comply with the present terms of use and to respect the rules of organization and operation of the FAASCAPE platform described on the Site.

### 1. Password

As part of the registration process, you will be asked to select a password. You should never disclose this password to anyone else. You are entirely responsible for maintaining the confidentiality of your password and for any and all activities that are conducted through your account. By no means should Argia Engineering be held liable for a use of your password by a third party.

If your password is lost or stolen, you must choose a new password and immediately

notify Argia Engineering.

## 2. Terms and conditions of the distribution of the Contributions on the Site

The Contributions are distributed within the Site in accordance with the provisions of the Apache license, version 2.0, January 2004, available at the following link: <<http://www.apache.org/licenses/>>.

When you publish your Contributions on the Site, you grant Argia Engineering and the members registered on the Site the benefit of the rights provided by the Apache license, version 2.0, January 2004.

The Contributions are developed, tested, and published according to the procedure described on the Site. Each Contribution is identified, and the copyright holder for the Contribution is mentioned in the source code.

## 3. Intellectual property

The Developer remains the owner of all the rights attached to his Contributions and will be free to use them as he pleases, subject to the terms of the license under which his Contributions are distributed within the FAASCAPE platform.

Only the Developer of the initial Contribution (*original Work*, as defined by the Apache license, version 2.0) is entitled to decide whether to release his Contribution for a commercial exploitation thereof by Argia Engineering through the FAASCAPE platform.

## 4. Limitation of liability on community areas

Argia Engineering makes available to the Site members different areas for discussing and delivering personal profiles.

You undertake not to transmit or contribute any form of message or material (hereafter, "the Content") that is contrary to the applicable law and regulations, and especially that is:

- injurious, defamatory, racist, xenophobic, homophobic, revisionist, or an attack on the character or the reputation of any third party,
- an encouragement to discrimination or hatred against a person or a group of persons based on their ancestry, their ethnicity, their national origin, their racial characteristics, or their religion,
- a threat to any person or group of persons,
- pedophile in nature,
- an encouragement to commit a crime, a misdemeanor, a terrorist act or that

justifies a war crime or a crime against humanity;

- an encouragement to suicide

You agree to respect the rights and privileges of others including:

- privacy rights,
- trademarks,
- copyrights and intellectual property rights (especially of software, sounds, images, photographs, texts, animated images, videographs, databases),
- more generally, all personal and property rights.

Argia Engineering retains the right, in that capacity, to suppress any published Content which would be manifestly contrary to the above provisions.

You are sole responsible for the Content that you publish on the Site and in this capacity you hold Argia Engineering harmless from and against any claim by any third party arising out of or connected with the distribution of your Content on the Site.

## **5. Modifications**

Argia Engineering may modify the present terms of use. The modifications as well as their effective date will be notified by e-mail to the Site members. The members which do not accept the new terms of use can terminate their adhesion to the Site. If your account has not been closed before the effective date of the modifications, the new terms of use shall be deemed accepted.

## **6. Duration – Suspension – Termination**

You may terminate you registration to the Site at any time.

Argia Engineering may restrict or temporarily suspend your access to the Site in case of a violation of the present terms of use.

The termination of the registration to the Site does not terminate the operating agreements for your Contributions that may have been concluded with Argia Engineering.

## **7. Personal data**

The personal data collected on the Site are intended for Argia Engineering and are processed for purposes of administrative management, of management of the FAASCAPE platform, and of customer relationship management. You agree for us to pass on the collected data and their updates to the authorized administrative authorities and to the providers, sub-contractors, and customers of Argia Engineering, for the above-specified purposes.

Argia Engineering only collects, records, and communicates personal or identification data for the needs of the operation of FAASCAPE and will not use these data for direct marketing purposes.

You have a right to access, modify, and rectify any data relating to you. For any request, please contact: [contact@faascape.org](mailto:contact@faascape.org)

## **8. Language, applicable law and jurisdiction**

The present terms of use are written in French and in English, the French version being the sole binding version.

The present terms of use are subject to French law.

In the event of a dispute relative to the present terms of use, the latter will be presented before the Paris court that has jurisdiction.