TERMS AND CONDITIONS OF USE

Updated on: 1 December 2021

PREAMBLE

Wizilo is a web platform, available at https://www.wizilo.com (the '**Site**').

This Site is published by Netaneo, SASU with a capital of 1,000 euros, having its registered office at 640 Avenue d'Assas, 34820 Teyran, France and registered in the Montpellier Trade and Companies Register under the identification number 892571696, (hereinafter **the** '**Publisher**'). Wizilo is accessible to users (the '**Users**').

Wizilo is hosted by OVHCloud, SASU, whose head office is located at 2 rue Kellermann 59100 Roubaix. This host can be contacted at this email address: support@ovh.fr.

The purpose of these General Terms of Use (the '**Terms'** or taken as a whole, the '**Contract**') is to define the terms and conditions governing the relationship between Users and Netaneo. In the event of non-compliance with the terms of these Conditions, Netaneo reserves the right to take any measure likely to preserve its interests and in particular to ensure their execution.

The User undertakes, on each of his/her visits to the Platform, to comply with all of these Conditions without reservation. Consequently, the User acknowledges that he/she has read the Conditions and agrees to be bound by these provisions. If the User accesses the Platform on behalf of a company or any other legal entity, he/she is nevertheless personally bound by this Agreement.

ARTICLE 1ER: PURPOSE OF THE SITE

The Site allows the User to access the following services in particular: automatic monitoring of computer activity time (the '**Service(s)**').

Netaneo, according to the present Terms, grants Users a revocable, non-exclusive, non-transferable limited right of access to the Services on a strictly personal basis. Any use of the Platform contrary to its purpose is strictly prohibited and constitutes a breach of these provisions.

ARTICLE 2: ACCESS TO THE SITE

To be eligible for the Service, the User may be a natural or legal person.

Netaneo reserves the right to suspend or refuse access to the Site by one or more Users.

ARTICLE 3: SITE MANAGEMENT

The Publisher implements the necessary technical solutions to allow continuous access to the site for the User. However, it reserves the right to limit or suspend access to all or part of the Site at any time, without prior notice. Such an interruption may be necessary for reasons of maintenance of the site or its content, or for any other reason deemed necessary for the proper functioning of the site by the Publisher.

The use of the Platform requires a connection and an internet browser. The Platform is accessible at the following address: https://www.wizilo.com. In order to guarantee the proper functioning of the Site, it is specified that the Site is optimised for :

- a screen resolution of 1280×768 pixels;
- the latest versions of Edge, Chrome, Firefox and Safari browsers.

All hardware and software required to access the Platform and use the Services are the sole responsibility of the User.

ARTICLE 4: REPORTING

The user has the possibility to contact the Editor in order to report any illegal or obviously inappropriate behaviour or content. Such a report may be made by e-mail to info@wizilo.com

ARTICLE 5 : USE OF THE PLATFORM SERVICES

1.1 Obligations of users

Users are prohibited from :

1. transmit, publish, distribute, store or destroy any material, in particular Wizilo content, in violation of applicable laws or regulations regarding the collection, processing or transfer of personal information;
2. to disseminate data, information or content of a defamatory, insulting, obscene, offensive, violent or inciting to violence nature, or of a political, racist or xenophobic nature and, in general, any content that is contrary to the laws and regulations in force or to good morals;
3. to reference or create links to any content or information available from the Wizilo sites, except with the express, prior and written consent of Netaneo;

4. use any information, content or data on the Site to provide a service considered competitive to Wizilo.

5. to sell, exchange or monetize information, content or data present on the Platform or Services offered by the Platform, without the express written consent of Netaneo;

6. reverse engineer, decompile, disassemble, decrypt or otherwise attempt to obtain the source code in relation to any underlying intellectual property used to provide all or part of the Services;

7. use any manual or automated software or devices, robots or other means to access, search, retrieve or index any page of the Site;

8. Endanger or attempt to endanger the digital security of Wizilo. This includes attempts to monitor, scan or test system or network vulnerabilities or to breach security or authentication measures without express prior authorization;

9. to infringe or use the products, logos, trademarks or any other element protected by the intellectual property rights of Netaneo;

10. to simulate the appearance or operation of the Site, for example by using a mirror effect;

11. disrupt or interfere, directly or indirectly, with Wizilo, or impose a disproportionate load on the Site's infrastructure, or attempt to transmit or activate computer viruses via or on the Site.

It is reminded that violations of system or network security may lead to civil and criminal proceedings. Netaneo verifies the absence of such violations and may call upon the legal authorities to prosecute, if necessary, Users who have participated in such violations.

Users undertake to use the Site in a loyal manner, in accordance with its purpose and the legal and regulatory provisions, these Conditions and current practices.

1.2 User accounts

The Editor reserves certain services of Wizilo to users who have registered on the site, in particular paid services. When registering, the user agrees to provide valid and sincere information. The user agrees to provide the Editor with an e-mail address so that the Editor can send him information.

Any information communicated by e-mail from the Publisher to the User shall be deemed to have been read by the latter.

Any user regularly registered on the Site may request the deletion of his customer account, the Publisher undertakes to delete the customer accounts for which it has received such a request.

The personal data of customers is deleted after 12 months without the customer logging in.

ARTICLE 6: INTELLECTUAL PROPERTY

The entire content of the Site, in particular the designs, texts, graphics, images, videos, information, logos, button icons, software, audio files and others, belongs to Netaneo, which is the sole owner of all intellectual property rights relating thereto.

Any representation and/or reproduction and/or exploitation of the content and services offered by Wizilo, in whole or in part, by any means whatsoever, without the prior written consent of Netaneo, is strictly prohibited and may result in legal action.

ARTICLE 7: PERSONAL DATA

All personal data held by Netaneo is collected legally and fairly in accordance with the terms of the privacy policy accessible at this address: https://www.wizilo.com/privacy.html.

This data is provided by Users who voluntarily and expressly accept the present Terms authorising Netaneo to process, disclose or transfer this data to any third party in order to (i) enable the User to take full advantage of the Services and functions offered by the Site, (ii) prevent any fraud and/or (iii) for statistical purposes.

In order to facilitate the use of the Site and to personalise the User's experience of the Site, Netaneo uses cookies and log files. The use of cookies can be deactivated by modifying the settings of the Internet browser.

Personal data is stored by Netaneo for processing in the context of the use of the Services. They are kept for as long as necessary to provide the Services and functions offered by the Site.

The User always remains the owner of the information concerning him/her that he/she transmits to Netaneo. In accordance with the French law n° 78-17 of January 6, 1978 in its consolidated version as of March 24, 2020, the User has the right to access, rectify and delete personal data concerning him/her, as well as the right to oppose the communication of this data to third parties for just cause.

The User may exercise his rights by writing to the following e-mail address: info@wizilo.com

The User may also exercise his rights by writing to the following postal address ***postale TX***.

A reply to the User's request will be sent within 30 days.

ARTICLE 8: LIABILITY

It is reminded that the data published by the Users and the information shared by the latter may be captured and used by other Users or third parties. In this sense, Netaneo does not guarantee the respect of the property of these data, it is up to the User to take all necessary measures to preserve the property of his data.

Netaneo does not guarantee the uninterrupted or error-free operation of the Services. In particular, Netaneo shall not be held liable in the event of interruption of access to the Platform due to maintenance operations, updates or technical improvements.

In any event, Netaneo shall not be liable under any circumstances for any indirect or unforeseeable loss or damage suffered by the User or any third party, including, in particular, any lost profit, any unfortunate investment, inaccuracy or corruption of files or data, loss of image or commercial loss, loss of turnover or profit, loss of clientele or loss of opportunity, in any capacity and on any basis whatsoever.

In addition, Netaneo shall not be liable for any delay or non-performance of this Contract justified by a case of force majeure, as defined by the case law of the French courts.

ARTICLE 9: EVIDENCE AGREEMENT

The computer systems and files are authoritative in the relationship between Netaneo and the User.

Thus, Netaneo may validly produce in the context of any procedure, for the purposes of proof, the data, files, programmes, recordings or other elements, received, emitted or stored by means of the computer systems used, on any digital or analogue media, and rely on them, except in the case of obvious error.

ARTICLE 10: INDIVISIBILITY

The fact that any provision of the Contract is or becomes illegal or unenforceable shall not affect the validity or enforceability of the remaining provisions of the Contract.

ARTICLE 11: SETTLEMENT OF DISPUTES

The conclusion, interpretation and validity of this Agreement shall be governed by French law, regardless of the User's country of origin or the country from which the User accesses Wizilo and notwithstanding the principles of conflicts of law.

In the event that a dispute relating to the validity, performance or interpretation of this Contract is brought before the civil courts, it shall be subject to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly granted, even in the event of summary proceedings or multiple defendants.

The User is informed that he/she may in any case have recourse to conventional mediation or to any alternative method of dispute resolution (conciliation for example) in the event of a dispute.

ARTICLE 12: DURATION OF THE GENERAL CONDITIONS OF USE

The present general terms of use are concluded for an indefinite period of time, and the User is obliged to respect them from the beginning of his use of the Services.

The Publisher reserves the right to modify this document at any time and without prior notice. Users will be informed of each update of the document.