Term of Service for Web support LorikSoftware

(« ToS Web support LorikSoftware»)

The use of the LorikSoftware support Web service provided by company Lorienne SAS is governed by the detailed Terms of Service ('ToS') below.

Note that this is an English translation of the French "Conditions Générales d'Utilisation" and that this translation is only provided for commodity and does not endorse any legal value as only the French version is legally binding.

ANY ACCESS AND/OR USE OF THE SERVICE IMPLIES THE USER'S UNCONDITIONAL ACCEPTANCE OF THESE GENERAL TERMS OF USE.

The LorikSoftware support Web service, the programs executed, and the mobile applications generated by the service are the exclusive property of Lorienne SAS, a company with a share capital of 12,240 euros, registered with the "Registre du Commerce et des Sociétés" under number RCS B 382 310 225, and headquartered at 14 rue de la Beaune, 91300 Montreuil, France.

Lorienne shall hereinafter be referred to as the "LorikSoftware support Web service Provider" or simply "Provider".

Definitions

LorikSoftware support Web Service (or Service):
Data and computer programs operating on servers administered by the LorikSoftware support Web service Provider, intended to allow the users of the LorikSoftware range of products to access to ancillary services related to this software.
LorikSoftware support ancillary services:
All services related to the use of the LorikSoftware products such as by example: get license keys for the contracted software, download software setup packages, access documentation and brochures, subscription of paying options of the software, etc… It is also possible to directly contact the Provider through the LorikSoftware support Web service.
LorikSoftware Support Web User:
Registered legal entity (company, administration, association) enrolled to LorikSoftware support Web service for the purpose to subscribe, manage their software subscription or simply get information about the LorikSoftware range of product.
LorikSoftware products:

Range of cartographic software developed by the Lorienne Company and grouped together under the LorikSoftware brand.

Preamble

Every user of the LorikSoftware support Web service acknowledges having read these ToS and accepting them. Registering as a user signifies an unconditional acceptance of these ToS.

In the event of a disagreement with all or part of the ToS, the user must immediately refrain from using the LorikSoftware support Web service and potentially request the deletion of their account within the Service.

The LorikSoftware support Web service Provider reserves its rights to modify the terms of the ToS at any time and without prior notice. The modifications become effective immediately after the publication of the new conditions and notification of these changes through any means to existing users. Only users holding an active paid LorikSoftware contract will be able to object to any new provisions if they contradict those of their current personal contract.

Should any provision of these ToS be declared void, it shall be deemed unwritten, but this shall not affect the validity of the other clauses, which shall remain fully applicable.

Conversely, if a condition is found to be lacking in these ToS, it shall be considered as governed by the practices prevailing in the field of information technology services for businesses in accordance with French law.

Access to Services

Identification is done by entering an email address that is verified upon registration. During this verification, the user is prompted to enter a strictly personal and complex password. For security reasons and according to best practices on the Internet, the User agrees not to reuse a password used elsewhere for this Service. The Provider shall not be held responsible if this rule is violated, including if the database of passwords held by the Provider is stolen whatever could be the consequences for the User.

The Services are accessible to any registered User with internet access and meeting the characteristics of the LorikSoftware support Web service User as defined above. THE SERVICE IS INTENDED FOR REGISTERED PROFESSIONALS AND IS NOT SUITABLE FOR INDIVIDUALS WHO ARE NOT PART OF THE ACCEPTED CLIENTS.

All costs related to accessing the Service, including hardware, software, or internet access fees, are solely the user's responsibility. The user is solely responsible for ensuring acceptable functioning of their internet access.

The Provider reserves its rights to unilaterally refuse access to the Service, without prior notification, to any User who does not comply with these terms of use.

The Provider uses all reasonable means at its disposal to ensure quality access to the Services, without assuming any service obligation.

Furthermore, the Provider cannot be held responsible for any network or server malfunction or any other event beyond its reasonable control that would prevent or degrade access to the Service.

The reserves its rights to interrupt, temporarily suspend, or modify access to all or part of the Service without prior notice for maintenance or any other reason, without the interruption entitling the user to any obligation or compensation.

Service Levels

Whether the User is a paying LorikSoftware customer or not, the provided service options may be different. In particular, the download of some sort of setup packages may be restricted as well as the access to older or newer versions of them and/or to their corresponding documentation.

In all cases the User prompted to provide their profile information as follows:
- Full identity of the Service User (identification of the legal entity: trade register number if applicable,...; address; phone number; physical representative...).
- Effective contact email address, also used as the account identifier.
- Contact telephone number.

Nevertheless this complete identification is only required for subscribing to a paying LorikSoftware contract that will be subject to its own ToS and ToU.

In the event that a contract is not established, user access may be terminated after notice, particularly due to account inactivity.

Limitation of Liability

1 – Use

The User acknowledges having read and accepted the conditions of these ToS, as well as having the necessary information to understand the services offered by the Service and the corresponding skills.

The User is solely responsible for the proper use, with discernment and judgment, of the information and tools made available on the Service.

The User agrees to use the Services only for the purposes for which they are offered. In particular, the User agrees not to redistribute any material downloaded on the LorikSoftware support Web service to third parties.

2 – Access

The Provider reserves its rights to interrupt a User's access to the Services if their behavior is deemed to be in violation of these conditions, without the User being able to claim any rights, including recovery rights, over the data stored in the Service.

3 – Usage information storage

The Provider reserves its rights to access, read, retain, or disclose any information in its possession considered necessary to comply with any law, regulation, legal request or to enforce these present conditions. This includes, without exclusive, detecting, preventing, or reporting abuse, fraud, security or technical issues in order to protect the rights, property, or safety of the Provider, its users, and even other Internet actors.

Personal Data and Confidentiality

The User acknowledges that, for system-related reasons, access to the Service requires registration and identification (via an email address). A token is assigned to the User at login time and stored on their computer through cookies. This allows access to their personal data and the functionalities of the Service.

The User may be required to provide additional information, especially when completing their Company profile.

Data is collected in accordance with the General Data Protection Regulation (GDPR) for the legitimate interest of enabling and monitoring the use of the Service, as well as for product and associated service improvement, and system optimization purposes.

The User acknowledges that they may receive communications, including by email, regarding the Service or related services provided by the Service Provider. The User will have the option to unsubscribe from these communications at any time, except for communications necessary for the management of their account, which will continue until the account is terminated.

Each User has the right to access, rectify, and delete their personal information, and can object to its processing and commercial use. Simply contact the Service Provider using the methods outlined in the 'Contacts' paragraph below.

The Service Provider undertakes not to disclose any non-public information of which it may have become aware in the context of hosting the User's data.

Furthermore, all stored or collected data will be destroyed as soon as possible after the deletion of an account for any reason whatsoever.

Copyright and Intellectual Property

The entire content of the Service (as well as the LorikSoftware Products) fall under French legislation regarding copyright and intellectual property. Any representation and/or reproduction and/or partial or total exploitation of the contents and services offered and its Applications, by any means, without the prior written authorization of the Service Provider, is strictly prohibited and may constitute infringement under Articles L 335-2 and following of the Intellectual Property Code.

Moreover, any user with a website, whether personal or professional, must obtain prior agreement from the Provider to place links redirecting to the Service.

The Service Provider may occasionally provide hyperlinks to websites edited and/or managed by third parties. Given that no control is exercised over these external resources, the User acknowledges that the Service Provider assumes no responsibility for the availability of these resources and cannot be held liable for their content.

Force majeure

Force majeure conditions are defined as any circumstances beyond the parties' control, unpredictable, insurmountable, and irresistible occurring after the effective date of contractual obligations, hindering their normal execution. Additionally, orders from national or international authorities (judicial, consular, health-related, etc.) that may influence the execution of this contract also fall within the scope of these force majeure circumstances.

The Service Provider cannot be held responsible for any disruption, lack of access, or more generally, any malfunction arising from the above circumstances. If the impediment is temporary, this contract is suspended for the duration of the impediment unless another clause contradicts it. If the impediment is permanent, the contract is automatically terminated unless the Service remains substantially the same (for example, if only part of the Service is inaccessible).

In the event the Service Provider wishes to invoke such a force majeure event, it will make every effort to promptly notify Users through various means, such as displaying a notification on the website or sending personalized emails.

Applicable Law and Jurisdiction

The rules regarding the law applicable to content and data transmissions on and around the site are determined by French Law. In the event of a dispute that could

not be resolved amicably, only the French courts within the jurisdiction of the Court of Appeal of Paris shall have competence.

The Parties will first attempt to settle amicably any dispute regarding the interpretation or execution of this contract. Only after this phase and if no agreement can be reached within a reasonable period, recourse to the courts may be considered.

Contacts

All correspondence regarding the LorikSoftware support Web service must be conducted by preference through the Contact Form within the Service or directly by email to [sales@lorienne.com.](mailto:sales@lorienne.com)
It is also possible to write a postal mail to the address of the Service Provider's Headquarters (LORIENNE, 14 rue de la Beaune, 93100 Montreuil).