

TERMS OF USE

Welcome on the Multivote service.

Please read carefully these terms of use.

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By signing up on the Multivote (« **Multivote** ») website and/or application, you agree on abiding and being tied with the terms of use described thereafter (« **Terms of use** »), which regulate your relationship with the company Multivote concerning Multivote. If you do not accept these Terms of Use, you must not sign up on Multivote. These Terms of Use also regulate your relationship with the company Multivote when your enrolment takes place via the website or the mobile application of an association, a political movement, an institution, a medium, a company, an opinion leader or any representative entity (a « **Group** ») which uses the services and the technology of the company Multivote in order to offer questions and challenges on a public or private mode to debate, and on a content which is specific to the Group, EXCEPT when other terms of use can be specifically applied to the members of a Group with the agreement of this group. Such specific terms of use can be read at any moment on the website or on the mobile application of the concerned Group.

Multivote is edited by the company Multivote, company regulated by French law and registered with the number 794174847 00010, with a share capital of 266,200 EUR. It's head office is situated in Paris.

Host : Microsoft Azure

Webmaster : Mr Xavier Juredieu

In the present Terms of Use, the words « **the company Multivote** », « us » and « we » correspond with the company Multivote. The word « you » corresponds with the member or the visitor of Multivote.

SIGNING UP ON MULTIVOTE

Multivote is a community platform which enables you, as enrolled member, to participate in votes and/or ideas gathering by expressing and publishing your opinions, comments and observations, and by voting for the ideas proposed by Multivote's partners or by other enrolled members. Multivote also enables you to put forward your own ideas or questions either by asking closed questions to which the enrolled members will be able to answer (« **Consultations** ») or by asking open questions allowing the other enrolled members to offer ideas on which the members can vote (« **Challenges** »).

You must sign in by creating a personal account in order to become a member of Multivote (« **Member** »), to have access to the section dedicated to the members of Multivote and to participate in the Consultations and Challenges. To create a personal account, you have to indicate your first and last names, the username and password you would like to choose, your email address and, if need be, your areas of interest. You may intervene anonymously on Multivote every time or from time to time according to the Consultations and Challenges offered. To do so, you just have to opt for an anonymous contribution by clicking on the « anonymous » tab.

You certify that the information you give us when you sign in and when you use Multivote is in every aspect exact, updated and complete. You also commit yourself to inform us of any modification of these pieces of information.

Once enrolled, you must take the most reasonable measures of security to protect the confidentiality of your password and access to your account. You take full responsibility for all the activities registered on your account, account that is only dedicated to you.

USE OF MULTIVOTE

Multivote offers to comment or answer to Consultations and Challenges, classified according to their popularity and their adequacy with your areas of interest. These Consultations and Challenges can be launched by the company Multivote, the partners of the company Multivote, and by certain Members.

When you participate in Multivote, including when you answer Consultations and Challenges, the corresponding number of points (« NPV ») is credited to your account. The NPVs have an unlimited lifespan as long as the member stays active on Multivote and keeps on collecting NPVs.

The accumulation of NPVs enables you to have access to new functions of Multivote (such as launching Consultations and Challenges), to improve the visibility of the Contributions you publish and of the Consultations and Challenges you launch.

Certain Consultations and Challenges may enable you to win presents according to the popularity or the relevance of the answers you gave or through a game contest. In that case, specific conditions will clarify the conditions for participation to Consultations and Challenges. We invite you to read them.

MULTIVOTE'S OWNERSHIP

Multivote, its structure and all its content, including its texts, data bases, drawings, graphics, logos, icons, pictures, films, audio clips, downloads, interfaces, codes and softwares (« **Components of Multivote** ») are Multivote's possessions or are conceded under licence to the company Multivote and are protected by the law on copyright, brands, data base producing and by other current legislation. You cannot have, because you use Multivote, any intellectual property right or any right concerning the Components of Multivote, except the limited rights to use which are given to you in accordance with the present Terms of Use.

All the brands, logos, commercial names present on Multivote are unregistered or registered trademarks of the company Multivote, its licensors or its specific content suppliers or other people. All these brands and logos are the property of their respective owners. None of the dispositions present on Multivote can be interpreted as conceding a licence or a right to use for a brand or a logo present on Multivote without the prior written authorisation of its owner. The company Multivote keeps all the rights which are not expressly given concerning Multivote and the Components of Multivote.

According to the article L.341-1 of the French Intellectual Property Code, the company Multivote is the producer of the Multivote database which is available for the Members on Multivote and the only owner of the Multivote database.

By accessing the Multivote database, you acknowledge that the content of Multivote's database is protected and that you do not have the right (i) to extract, re-use, reproduce, represent, download on your computer or save, directly or indirectly and by any mean, the complete Multivote database or part of it, be it in terms of quantity or quality, or (ii) extract or re-use systematically or repeatedly the complete Multivote data base or part of it when the use of it does not fit the normal Terms of Use.

USE OF MULTIVOTE

The company Multivote gives each Member a personal non-exclusive and free right to use Multivote, for the only purposes of a use that complies with the purpose of Multivote, for his/her own use and within the framework of the operations authorised described in the present Terms of Use.

Any other use of Multivote and of the Components of Multivote is strictly prohibited. Civil and/or criminal prosecutions may be undertaken for it, anyone violating is liable to pay damages.

Multivote, the Components of Multivote as well as all information gathered via Multivote, especially the contact details given by Multivote, cannot be used by the Members for commercial or prospection purposes, in whatever form.

You commit yourself to never interrupt or try to interrupt the functioning of Multivote, whatever the way, including by using materials or softwares aiming to deteriorate or interfere with the proper functioning of Multivote - or to intercept data (especially personal information) transmitted via Multivote.

The company Multivote keeps the right to restrict your access to Multivote or to any function or part of it as well as your ability to use them, or to terminate them at anytime if you do not respect the present Terms of Use. The ending or the restriction of you ability to have access or to use Multivote will take place without prejudice to any other right or remedy prescribed by law against the company Multivote.

By default, the creation of a Multivote account leads to the subscription to Multivote's weekly newsletter. It is possible to unsubscribe from the newsletters from your profile or by following a link which is given in each newsletter you receive.

Notifications are also sent by e-mail according to the activity of your account. It is also possible to unsubscribe from these notifications from your profile or by following a link which is given in each e-mail you receive.

YOUR CONTRIBUTIONS

Any comment, vote, opinion, idea, consultation (the « **Contributions** ») that you publish on Multivote stays under your full responsibility and remains your property. Thereupon, you are sure to have or control all the rights (including all the intellectual property rights) linked with these Contributions. You have the right to modify or delete your Contributions at any time. When required, for the purpose of the entertaining project of the Multivote platform, you grant Multivote the rights to use, to reproduce and to represent your Contributions, including for the purpose of sharing it with the other Members. You give these personal rights for free and cannot take them back as long as you decide to leave your Contributions available and accessible on Multivote. Multivote commits itself of never making any commercial exploitation of your Contributions, other than linked with the management and the entertainment of Multivote, without your express authorisation.

You do not have the right to use Multivote to publish, post or broadcast any Contribution which :

- breaks the confidentiality requirements or which contains classified information;
- affects the rights of third parties, especially their intellectual property right;
- violates current legal or regulatory provisions or local or international practices;
- is a fraud or has an objective or a fraudulent effect;
- is contrary to public peace and/or to recognised moral principles and, especially : pornographic or sexually explicit pictures; obscene or shocking messages; defamatory pictures or texts against a person or violating his/her privacy or image right; texts or pictures harmful for juveniles; texts or pictures likely to encourage to commit crimes; texts or pictures promoting discrimination on race, sex, religion, nationality, disability, sexual orientation or age; texts or pictures promoting hacking or any other crime, whatever is susceptible to harass, overwhelm, embarrass or alarm another person or to incite her to harm herself, or any picture or text susceptible to present you under a false identity or to pretend you are someone else (including by sharing documents aiming to give the impression that the company Multivote or another person is the author of those documents);
- violates the integrity of Multivote, especially if it contains, among others, viruses, Trojan horses, worms, logic bombs, keyloggers, spywares, adwares or any similar harmful computer programs or codes conceived to alter the functioning of Multivote or of any equipment or software;

- is contrary to the interests of the company Multivote, in particular by modifying, damaging or overloading Multivote;
- is incompatible with a reasonable use of Multivote (for example by delivering the same message repeatedly); or
- promotes a commercial or equivalent activity, whatever it is, for example by sending promotional messages or spam mails.

Generally speaking, the Member commits itself to adopting courteous and respectful behaviours towards the other Members and not to harass, aggress or provoke one or several other Members.

The company Multivote keeps the right to decide if the content of the Contributions is appropriate and compliant with the present Terms of Use, and keeps the right not to publish or to remove any content from Multivote. You recognise and understand that all texts, information or messages which are posted publicly or forwarded in private are the exclusive responsibility of the Member author of the content. As such, you, and not the company Multivote in any case, take full responsibility on any Contribution you publish online, you post or you send by e-mail on or via Multivote.

If you think a text, an information or a message is reprehensible, we invite you to use the report function associated with each Contribution on the user interface.

DATA PROTECTION

The company Multivote is committed to the respect of your privacy and the protection of personal data and of any information you would give us. All these data you communicate when you enrol in Multivote and use it, will be used in compliance with the law n°78-17 of the 6 January 1978 as modified by the law of the 6 August 2004 entitled « Computing and Freedom ».

These data can include your last name, first name, username, password, e-mail address, information linked with the activity of your account (your votes, participations, the Challenges and Consultations you launched, your Contributions), as well as the data regarding your connection to Multivote. These data are automatically registered and include your IP address, your browser, your operating system, the pages of Multivote you visit and the order of your visit, the language, the date and the length of your visit.

Your personal data are treated by the company Multivote for the purposes of :

- provision and management of the Multivote service, the accounts and the relationships with and between Members;
- sending information on our services, products, promotions, offers and challenges which are likely to interest you;

- customising your profile according with the areas of interest you chose and the Consultations and Challenges in which you participated, in order to offer you specific content;
- the study and update of the trends and interests of Members in order to improve the products and services of Multivote and the company Multivote and create new ones.

Your personal data will only be given to third parties under a statistical or aggregated form and anonymously to our partners, advertisers or sponsors.

In accordance with the law Computing and Freedom, you have a right of access, of modification and of opposition for a legitimate reason of the personal data which involve you, by contacting us thanks to the following address : contact@multivote.com .

Furthermore, you can oppose, for free, the fact that your personal data can be treated for commercial prospection purposes or may be communicated to third-parties for the same purposes.

At any moment, you can manage your personal data that are on your account, modify the settings of your account, including your areas of interest or delete your account.

Please write to contact@multivote.com if you have other questions regarding your personal data.

COOKIES

Multivote is susceptible to use cookies or other similar technologies and install them on your terminal. The cookies are small files which are left on your computer and which enable us to identify you as visitor or Member and give us technical information allowing us to deal with the following functions :

- enable and ease the technical provision of the Multivote service and the follow-up of your user session, save your settings and preferences;
- follow your clicks and your track on Multivote, the pages you visit on Multivote and the order of your visits, the language, the date and hour of visit;
- analyse the traffic, the trends and the audience of Multivote and detect some dysfunctions.

You can set up your browser so that it announces the arrival of cookies, asks you if you accept them or not each time, or rejects the systematically. Furthermore, you can avoid the use of certain tags if you set up your browser in order to see the e-mails saved under HTML as « Text only ». Please look at the section « Help" of your browser where you will find other pieces of information on how you can oppose cookies and other similar technologies.

However, certain areas of Multivote are only accessible with cookies or similar technologies : by turning off the cookies or similar tools, you may not have access to certain contents of the website.

LINKS

Multivote may contain certain links towards other websites, including some which are exploited by the company Multivote and some others by third-parties. These links are given to help you. We did not examine the information gathered on these other websites and are not responsible for the content of these websites or the content of any other website, or the products or services offered on these websites or other websites. The inclusion of links towards other websites should not be considered an endorsement of their content. Any question or observation concerning these other websites must be addressed to the owners of these website.

You, nor anyone acting on your behalf, do not have the right to offer a link towards a page of Multivote.

COMMITMENTS OF THE COMPANY MULTIVOTE

Multivote is a platform which enables the Members to participate and launch Consultations and Challenges or to participate to Consultations and Challenges which were launched by partners. In this context, the company Multivote acts as a technical operator which gives access to Multivote to Members and/or partners and does not take any responsibility regarding the content of the Contributions and the advise shared by the Members. The company Multivote do not endorse this content and does not check it. It is your responsibility to evaluate or control the information given and to use the content at your own risk and thanks to your own skills and judgment. The company Multivote does not guarantee the accuracy, completeness or quality of the texts, information or messages available on Multivote from the Members or partners. We deny any responsibility regarding the information you receive on Multivote if it were not exact, complete or updated.

The company Multivote enables you to have access to Multivote but, within the limits provided by the law, we deny all guarantee, condition and other dispositions of any nature (including the guarantee that this access to Multivote will be uninterrupted or without any error, that Multivote will be sure, that Multivote or the server thanks to which we offer Multivote will be free of any virus, or that the information present on Multivote are complete, exact and updated).

Furthermore, the company Multivote keeps the right to modify or stop, at any moment, temporary or definitively the services of Multivote or parts of it (for the maintenance or any other reason), with or without warning. You agree on the fact that the company Multivote will no be responsible towards you nor towards any other person for the modification, suspension or interruption of the Multivote services (or part of them), whatever the reason.

RESPONSIBILITY

The company Multivote, its leaders, administrators, employees, shareholders and their representatives are not responsible for any prejudice or damage of whatever cost or nature that would have an impact on you or any other person (including any other indirect or direct prejudice or damage, or any loss of earnings, loss of customers, of data, of contracts which would follow or which would be linked in any way with an interruption of activity, a loss of opportunity, a loss of anticipated savings, a loss of time for the office staff or the head office), even if it were predictable, related to (i) Multivote and the Components of Multivote, (ii) the use, the impossibility to use Multivote or the results of its use, (iii) any websites linked with Multivote or the components of the linked websites, or the partner websites and (iv) any information present on Multivote or on partner websites.

Your only remedy for one of the prejudices mentioned above or any dispute with the company Multivote and its leaders, administrators, employees, shareholders and their representatives, is to stop any use of Multivote.

GUARANTEE

You commit yourself to guaranteeing to the company Multivote, its leaders, administrators, employees, contracting parties, representatives, licensors, service providers, subcontractors, providers against the entire loss, responsibilities, expenses, damages and interests and fees (reasonable legal fees included) which would have been caused by :

- (i) any complaint according to which your Contributions infringe the intellectual property rights of another person or the legal or contractual rights (including know-how or private information protection) of another person;
- (ii) any complaint according to which the use you made of a Component of Multivote (including a Contribution) caused a prejudice to another person;
- (iii) any complaint according to which the use you make of a Component of Multivote (including a Contribution) infringed a current regulation.

APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION

The present Terms of Use are regulated by French law. The disputes arising under these Terms of Use or related with them will be exclusively referred to and resolved by the Paris courtrooms.

GENERAL PROVISIONS

The present Terms of Use and all the other legal notices published by the company Multivote on Multivote act as your entire contract and your agreement with the company multivote regarding your use of Multivote.

We keep the right, with our own decision, to modify the present Terms of Use at any moment by publishing the modified dispositions on Multivote. Therefore, it is your responsibility to control the date of the Terms of Use (which appears in the bottom of this page) and to take note of any modification we made since the last version. Your continued use of Multivote after any changes to these Terms of Use or other regulations are posted will be considered acceptance of those changes.

If any of the dispositions of the present Terms of Use is considered null by a competent court, the nullity of this disposition will not affect the validity of the other dispositions of the present Terms of Use, which will be kept in effect.

No waiver of one of the disposition of the present Terms of Use will not be deemed to be a new waiver or a permanent waiver to this term or an other term. The fact that Multivote will not assert any right or provision in these Terms of Use shall not be considered as a waiver of such right or provision.

HOW TO CONTACT US

For any question, observation or complaint concerning the present Terms of Use or concerning Multivote, contact us at : contact@multivote.com

Thanks for your visit on Multivote