

TERMS AND CONDITIONS OF USE SCRREEN3

Article 1. DEFINITIONS

"Account" means the personal account allowing the User to access the Platform after logging in using an email address and single-use code.

"the Company" or **"LGI"**, refers to LGI Sustainable Innovation, SASU whose registered office is located at 6 cité de l'ameublement 75013 Paris, France registered in the Paris Trade and Companies Register under number: B 485 241 368 and represented by Mr. Vincent Chauvet.

"Content": refers to content of any kind posted on the Platform by its Users.

"Content User": means the User or any other person who uses the Content subject to the license, uploaded on the Platform by a User.

"License": Refers to the creative commons license under which the Content posted on the Platform by Users is subject.

"Platform" means the online SCRREEN3 platform, allowing users to read raw materials factsheets and experts to comment database results and update factsheets directly into the application.

"Project", means the "SCRREEN3" or "SCRREEN3" project.

"Service" refers to the Service provided by LGI, i.e., making the Platform and its functionalities available to Users.

"TOU" or **"Terms"** means these General terms and conditions of use setting out the User's rights and obligations.

"User" means the person who has created an Account on the Platform and uses the Service, regardless of its role.

Article 2. SERVICE DESCRIPTION

For the needs of the Project, LGI is developing and operating a social platform called SCRREEN3, which aims to connect different types of Users: public user, external professionals, experts, consortium partners, and administrators of the platform ; allowing users to read raw materials factsheets and experts to comment database results and update factsheets directly into the application.

The Platform contains different modules and functionalities accessible to Users according to their quality.

LGI reserves the right to develop the Service, to add and/or change the Platform's features, without the User being entitled to claim any compensation. LGI will inform Users of the scheduled changes through the Platform or any other appropriate mean.

LGI does not charge Users for the use of the Service and the Platform is not funded by advertising resources. The Platform was created as part of the SCRREEN3 Project and has received funding from the European Union's Horizon 2020 research and innovation program.

Article 3. ACCEPTANCE OF THE TOU

These TOU form the binding agreement between LGI and the User and govern the provision of the Service to the User, namely the creation of an Account on the Platform and the use of the Platform.

Use of the Services is subject to acceptance of these TOU. This acceptance is deemed effective once Users have checked the corresponding box upon registration. The User having accepted the Terms and Conditions of Use acknowledges that he/she is fully informed and contractually bound by all of its provisions. If the User does not agree with the current TOU, he/she cannot create an Account on the Platform or access the Service.

If not proven otherwise, Users acknowledge and accept that the data recorded by LGI constitutes proof of all operations carried out using their Account on the Platform.

LGI reserves the right to modify and change these TOU at any time, provided that Users are informed of these scheduled changes and are given the opportunity to review the modified TOU within 30 days before the modified TOU come into force.

Article 4. REGISTRATION PROCESS AND ACCESS TO THE PLATFORM

Registration process. When logging on to the Platform for the first time, the User is asked first to enter (i) his/her email address (ii) information relating to: his/her functions, identity and location and (ii) whether he/she wishes to receive news and updates. The User is then asked to read and accept the privacy policy and the TOU. The User is informed that the personal data contained in the registration form is required for the creation of an account and is processed in accordance with LGI's [privacy policy](#).

Access to the Platform. For registration and authentication, a password-less procedure is set up. When the User first accesses the Platform, he/she will receive a 6-digit single use code at the email address he/she has provided. This unique code, which is only valid for a certain amount of time must be entered in the dedicated area of the login page in order to access the Platform. The device used for signing in is then memorized and future connections by the User within 12 months' time will not require additional authentication. If the User logs out or logs in with a new device, the procedure must be repeated. The User will also be able to delete his/her connected devices via the settings of his/her Account. The User will also be able to choose to deactivate the passwordless feature and activate the factor authentication for each log in.

The User may access the Platform at any time, excluding maintenance periods. Users are informed that the service is provided "as is", without any implicit or explicit guarantee of availability or service level.

Article 5. USER ACCOUNT PRIVACY

The Account created by the User to access the Platform is strictly personal, confidential and non-transferable. The User undertakes to maintain the confidentiality of his/her email address and not to allow any third party to access his/her Account. In the event that the User loses control of or access to his/her email address, he/she is requested to inform LGI as soon as possible and to request that access to his/her Account be blocked. Otherwise, any access to the Account using the email address provided by the User and the single use code sent to this address will be presumed to be by the User.

If LGI has legitimate reasons to believe that the User's access or the security of the Platform is compromised, or that the Platform is being misused due to unauthorized access, LGI reserves the right to temporarily suspend the User's Account.

Article 6. USER TYPES

Users must be at least 18 years of age to access and use the Platform. Access to the Platform is open to different types of Users, as described below. The Users are organized in five categories, conditioning their prerogatives and the functionalities of the Platform to which they will have access:

- Super admin
- Experts
- External professionals
- Public

At the time of registration, Users agree to select the user type that matches their role and responsibilities. LGI and BRGM reserves the right to verify that the type chosen by the User at the time of registration meets his or her actual prerogatives and to modify it if necessary.

Article 7. SERVICE DURATION

The service is provided to the User for an unlimited period of time, until the deletion of the User's Account.

Termination by User. The User may delete their Account and all of their data at any time and for any reason, including because they no longer wish to use the Service or due to a change in the TOU.

Termination by LGI. The Service may also be terminated at LGI's sole discretion in the event of a breach by the User of its obligations as set out in the present TOU and in particular in the event of a breach of the Code of conduct below.

If LGI deletes a User account, LGI will inform the User by email to the contact address provided and/or via the Platform, stating the reasons for deletion. The User will then be given the opportunity to request another review of the situation by LGI, unless the Account was deleted due to a breach of applicable laws or regulations in the User's country of residence or if its deactivation is requested by a court decision or a request issued by any competent legal authority or would incur the liability of LGI or a third party.

Article 8. SUPPORT

LGI provides Users with assistance in the event of difficulties encountered when accessing or using the Platform or the Service. To contact the support team, the User may send an e-mail describing precisely the issue to the following address: contact@SCRREEN3.eu.

The User undertakes to fully cooperate with LGI and provide any information required to resolve the difficulty encountered. If LGI becomes aware that the User is using the Service in violation of the terms of the present TOU, the Code of conduct or any applicable regulations, LGI reserves the right to refuse to provide the User with assistance.

LGI makes its best efforts to provide a timely response to each assistance request. Nevertheless, the User is expressly informed that response times may be longer in the event of an unusual increase in the volume of requests received.

Article 9. LGI'S GUARANTEES AND LIABILITY

When providing the Service, LGI acts as a host within the meaning of the Directive on electronic commerce 2000/31/EC of the European Parliament and of the Council of 8 June 2000. Users are therefore informed that, unless otherwise agreed, LGI does not exercise any prior control over the Content that is published on the Platform by Users and does not provide any guarantee as to the Content's quality, accuracy or the fact that it is up-to-date.

In this respect, LGI can only be held liable for the content published on the Platform in accordance with Articles 14 and 15 of the aforementioned Directive. Apart from this, LGI shall not be liable for any direct or indirect damage caused by a User to another User or to a third party in connection with the use of the Service and in particular in the event of a breach by the User of the applicable regulations or the Code of Conduct.

LGI offers the use of the Platform on an "as is" basis and makes every effort to ensure that it is maintained and functional, but does not give any guarantee of faultless functioning or that the Service will be operational at all times.

LGI shall not be liable for any difficulties experienced by the User in the availability and use of the Service, or in case of failure or malfunction of tools, systems or networks beyond its control or to the unreliability of the means of access available to the User to access the Platform.

Third-party websites, social networks and platforms. LGI has no control over websites or platforms that are not created by LGI but by third parties, including by a User, and which are not administered by LGI. LGI is not responsible in any way for the content of these third-party websites, over which it has no control.

Article 10. INTELLECTUAL PROPERTY

11.1. Intellectual property relating to the Platform. The Platform and all its components (software in the form of source and object code, preparatory material and databases, logos, trademarks, graphic design components, images, videos, texts and, more generally, all content present on the Platform which has not been uploaded by Users) are creations protected by intellectual property rights held by LGI and/or, where applicable, its partners. The provision of the Platform to Users by LGI does not result in any transfer of intellectual property rights to the Users.

In this respect, any use of the Platform and its contents other than for browsing and consultation for private use is prohibited. In particular, the User is prohibited from reproducing or representing for any use other than private, selling, distributing, issuing, translating, adapting, disseminating and communicating, in full or in part, in any form whatsoever, any component of the Platform. Furthermore, any disassembly, decompilation, decryption, extraction, reuse, copying in whole or in part is strictly prohibited and may result in the suspension of the Service and legal proceedings.

11.2. Intellectual property relating to content published by Users on the Platform. Content of any kind (including but not limited to: text, photos, illustrations, graphics, videos or any other type of content supported by the Platform) uploaded or published by Users on the Platform, in the knowledge repository and more generally, on all collaborative spaces of the Platform will automatically be subject, as soon as they are uploaded, to the Creative Commons license: Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) (the "License").

Before any publication of Content in the knowledge repository, the User is invited to read the [terms of the License](#) and to accept them. The User is expressly informed that he/she will not receive any remuneration in return for the publication of Content in the knowledge repository.

Under the terms of this license, Content users may:

- Share the Content. Copy and redistribute the Content in any medium or format;
- Adapt the Content. Remix, transform, and build upon the Content;

The User cannot revoke these freedoms as long as the license terms are followed by Content users.

According to the terms of this license, users must in particular follow these rules:

- Attribution: give appropriate credit, provide a link to the license, and indicate if changes were made. The Content user may do so in any reasonable manner, but not in any way that suggests the User endorses the Content user or their use;
- NonCommercial: The Content user may not use the material for commercial purposes;
- ShareAlike: If the Content user remixes, transforms, or builds upon the Content, they must distribute their contributions under the same license as the original.

No additional restrictions: the User may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

Content users do not have to comply with the license for elements of the material in the public domain or where the use from the Content user is permitted by an applicable exception or limitation.

No warranties are given. The license may not give the Content User all of the permissions necessary for their intended use. For example, other rights such as publicity, privacy, or moral rights may limit how the Content user uses the Content.

In case of consultation or use of Content published in the Knowledge repository, the User agrees to comply with the terms of the license as set out above.

Article 11. MISCELLANEOUS

Entire agreement. The TOU are accessible at any time on the Platform. They represent the entire agreement between LGI and the User and supersede any prior version or other agreement between the Parties. They come into effect from the update date indicated at the top of the present document. The TOU apply to the exclusion of all other conditions and constitute all of the rights and obligations of the parties within the framework of their contractual relationship. No specific condition, at the initiative of the User, may be added to or substituted for the present TOU.

In the event that one or more provisions of the TOU is found to be invalid, unenforceable or of no effect, the TOU will retain their full force and scope and the validity of the remaining provisions shall not be affected thereby.

These General Terms and Conditions of Use apply to the use of the Service to the exclusion of any other services or activities offered by LGI, the conditions of use of which would then be defined in a document separate from these TOU. Specific conditions or agreements may apply to the use of other services offered by LGI outside the Platform.

Non-waiver. The fact that LGI delays in exercising any of its rights under the TOU or its contractual relationship with the User, or fails to exercise such rights or to enforce any breach of a contractual obligation by the User, shall not be construed as a waiver to exercise the aforementioned rights or obligation.

The User agrees that LGI may transfer the contract to its affiliates or a third party without the User's prior consent.

Article 12. APPLICABLE LAW AND DISPUTE RESOLUTION

The Service is provided in English and a translation in all the official EU languages is conducted by DeepL and made available to Users on the Platform. The TOU are provided in English and the English version shall prevail over any language used in translation.

In the event of a dispute or to resolve a complaint, the User agrees to contact LGI by email at: contact@SCRREEN3.eu in order to find an amicable solution

If the dispute cannot be resolved amicably, if the User is a consumer and is resident in a member state of the European Union, the laws of that member state will apply to any dispute concerning the Service arising between LGI and that User and the courts of that member state will have jurisdiction to hear the dispute.

In all other cases, the User agrees that the claim will be brought before the competent courts of the city of Paris and that French law will govern these TOU.

APPENDIX – CODE OF CONDUCT

By accessing the Service and using the Platform, each User agrees to (i) comply with all applicable laws and regulations and the terms of this Code of conduct and (ii) to use the Service in good faith.

Prohibited content. On the Platform, the User undertakes to respect the rights of third parties and to refrain from publishing any comments, messages or other Content that is prohibited by law or regulation or that infringes the rights of third parties or of LGI.

In particular, any publication or content constituting an offence or incitement to commit an offence such as threats, incitement to hatred, violence, suicide or self-injury, apology for terrorism, discrimination, swindling, identity theft, infringement of intellectual property rights, spam, insult, defamation, harassment, bullying and more generally, all racist, sexist, xenophobic, homophobic, negationist, handiphobic, offensive, violent, intimidating, obscene content, Content constituting a violation of the privacy of other Users or third parties or manifestly false information likely to disturb public order may be subject to removal and may result in the immediate suspension of the Service and the Account of the User from which the Content was published, without giving rise to any compensation to the holder of the suspended Account.

Advertising. Publication by Users on the Platform of promotional content or content which advertises the products or services of private individuals or legal entities is not permitted. LGI reserves the right to delete the content in question and to delete the Account of the User responsible for its publication in the event of repeated breaches.

Responsibility of the User. The User is reminded that any connection to his Account by means of the single-use code sent to his email address will be presumed to be of his doing. Consequently, it is the User's responsibility to adequately secure access his/her account and to maintain the security of the email address he/she has provided. The User is expressly informed that the publication of Prohibited Content may give rise to legal proceedings on the part of the LGI or third parties.

Reasonable use of the Service. The User undertakes to make reasonable use of the Service and the Platform and in particular not to impair or attempt to impair the proper functioning of the Platform by any means whatsoever and in particular by means of a computer virus or malicious code or to act in a manner that could disable, slow down, overload or prevent the proper functioning or appearance of the Platform.

The User also undertakes not to commit or attempt to commit the following acts to the detriment of the informations systems of LGI, its partners or other Users: fraudulently entering or remaining in these systems, hindering or distorting their operation; fraudulently introducing data into these systems or fraudulently extracting, holding, reproducing, transmitting, deleting or changing data from these systems.

Respect for the intellectual property of third parties. When publishing Content on the Platform and in particular in the Knowledge repository, the User undertakes not to use Content that is protected by the intellectual property rights of third parties without permission. LGI reserves the right to remove from the Platform any Content that is reported as infringing the intellectual property rights of third parties, without prejudice to any claims and actions that these third parties may themselves bring.

Notification. When the User identifies prohibited Content as described in this Code of conduct, they are invited to report the content to LGI without delay, using the “Feedback” functionality of the Platform or by sending an email to the address: contact@SCREEN3.eu containing the following information:

- Identification of the notifier: if the notifier is a natural person: name, first name, e-mail address; if the notifier is a legal person: corporate form, name, e-mail address; if the notifier is an administrative authority: name and e-mail address.

- Identification of the disputed content: the description of the content, its precise location and the electronic address(es) to which it is made accessible;
- Reason for the request for removal: the legal reasons for which the disputed content should be removed or made inaccessible;
- Justification of the request addressed to the author of the disputed content: a copy of the correspondence addressed to the author or publisher of the disputed content requesting their interruption, withdrawal or modification, or justification that the author or publisher could not be contacted.

Upon receipt of a notification in the form described above, LGI will examine the removal request and, if necessary, remove the disputed content as soon as possible.