



General Terms and Conditions of Use

These general terms and conditions of use (hereinafter, the “T&Cs”) are entered into by and between SPOTERN, 60 rue de Provence - 75009 PARIS (hereinafter, “SPOTERN”) and the User as identified during the opening of the user account (hereinafter the “User”).

1. Publication and hosting of the SPOTERN.COM website

1.1. Publication of the SPOTERN.COM website

The SPOTERN.COM website is published by the company SPOTERN.

- Siren no.: 803 881 978 Companies Registry of Paris
- Registered office: 60 RUE DE PROVENCE, 75009 Paris
- Share capital: €12,195,13
- Chairperson: Nicolas Brunet
- Contact / Fax: hello@spotern.com

1.2. Website hosting

The website is hosted by the company OVH.

- Companies Registry Lille Métropole 424 761 419 00045
- Registered office: 2 rue Kellerman, 59100 Roubaix
- Simplified joint-stock company (SAS) with share capital of €10,059,500
- Publication director: Octave KLABA

2. Purpose of T&Cs

Through its website available at <https://www.spotern.com> (hereinafter the “Website”), SPOTERN offers the User different services relating, in particular, to cinema, television series, clip and tv show (hereinafter, the “Services”). The Services are presented on the pages of the Website. Services include, and are not limited to, the offered contents, the elements highlighting the contents, the making available of tools, especially the advert-making tool (hereinafter known as “Spotmaker”) and, in general, all other services offered by SPOTERN.

SPOTERN is available at the web address: <https://www.spotern.com> and/or at any other address that may be added or be substituted for it.

SPOTERN reserves the right to add, delete or modify all or part of the areas of the offered Services.

SPOTERN reserves the right to update, modify and/or remove all or part of the Services at any time without notice.

The purpose of these T&Cs is to govern the Services’ availability, their access by the User and the use of such Services by said User.

Access and use of all or part of the Services offered on the Website implies the full and complete acceptance of all these T&Cs on the part of the User.



Therefore, the User acknowledges having read and understood all these T&Cs prior to any use of the Services. The User shall comply with these T&Cs.

Acceptance of the T&Cs excludes the application of any different or contradictory provisions. The provisions of these T&Cs will prevail in all cases.

Any use of the Services in breach of the T&Cs is forbidden and will be penalised, in accordance with Article 9 of these T&Cs.

The T&Cs form the entire agreement entered into by and between the User and SPOTERN and, where applicable, void and replace all previous agreements, negotiations and understandings between the User and SPOTERN.

SPOTERN may suggest additional particular terms and conditions relating to specific Services, which will have to be accepted by the User if he wishes to access those Services.

3. Access to Services

For any person wishing to access and use Services requiring registration, said person must open a user account (hereinafter known as “Account” or “User Account”) by duly filling out the form that contains all compulsory information (noted by an asterisk) required by SPOTERN, and also unreservedly agree to these T&Cs. Those Services requiring registration are the following in particular:

- Opportunity to create a ‘spot’ (combination of an audio-visual scene with a commercial connection) through Spotmaker
- Opportunity to publish a ‘wanted’ (an appeal to the User community to make an ‘spot’)
- Profile configuration
- Creation of a purse connected to the sales generated by a spot representing 50% of the turnover, excl. VAT, made by SPOTERN at commercial partner websites.
- Email alerts and newsletters

Registration may occur via the Website or, where applicable, according to other methods offered by SPOTERN, and notably through the use of mobile devices (including mobile phones).

Other Services offered by SPOTERN are freely accessible.

SPOTERN may create new services requiring registration; it may also make a free-access service subject to registration.

4. User Account opening (User registration)

The User is required to disclose personal information to SPOTERN, which will enable the latter to identify the User, thereby enabling the User to access the Website and Services and to use the Services.

The User must disclose his/her surname, first name and email address.

When the User is filling in the Services registration form, he/she must fill it in correctly and, in particular, provide only accurate, up-to-date, complete information.

The User shall update any pertinent personal information in the event of any changes. The User shall modify such information on the Website directly from the User Account.

If SPOTERN becomes aware that all or part of the information provided during registration is false or incomplete, SPOTERN reserves the right to carry out, without prejudice to any other recourse or action, one or more of the following: suspend the User Account; close the User Account; block any new access; block any new use of the Services.

Registration entails the express, unreserved acceptance of these T&Cs by the User, proof of such will be by means of clicking on the button “Sign Up” up to “By creating your account, you agree to our Terms and Conditions”. The User shall keep the T&Cs provided by SPOTERN on a long-lasting medium.

By clicking on the button “Sign Up” up to “By creating your account, you agree to our Terms and Conditions”, the User acknowledges being of legal capacity to enter into such an agreement or that he/she has the authorisation of the appropriate person.

5. Usernames and passwords

During registration, the User is required to re-enter his/her email address that will be used for logging in (the “Log-in ID”) and allowing a faster connection during use of the Services. The User is also required to choose a password containing at least four alphanumerical characters (the “Password”).

During registration, the User must choose a username (hereinafter, the “Username”). The Username must differ from the Log-in ID. The Username will be visible to other Users. The Username will identify the User as a person.

The User shall choose a Log-in ID and Username that are available and permissible. It is forbidden to choose a Log-in ID or Username that may infringe any intellectual property right, trademark or third-party personality rights.

The Log-in ID and Username chosen by the User must not:

- be vulgar or insulting;
- have sexual or pornographic connotations;
- refer to a narcotic or any other substance prohibited under French law;
- refer to alcoholic beverages, tobacco or tobacco products;
- be written or spelled differently in an attempt to bypass the above prohibitions.

SPOTERN may, at any time, delete and/or demand the recovery of Log-in IDs, for any reason including, but not limited to, claims by third parties that such an ID infringes their rights.

The User accepts, without holding SPOTERN liable, that his/her name or Username may be publicly retrievable on the Website as well as the consequences thereof, in particular the possibility that search engines may reference said name or Username.

The Password is personal and confidential. The User is solely responsible for his/her Password. The User shall not disclose it to third parties and shall take all necessary precautions to avoid any third party gaining access to it.

To ensure the security of his/her Account, the User shall:

- disclose neither his/her Log-in ID nor Password to any third party;
- take all necessary precautions to avoid any third party gaining access to the Account;
- take all measures to prevent a third party accessing the Account that the User has activated, even unbeknownst to said User;

- not give a third party access to his/her Account;
- use a personal email account and not share said email account;
- ensure that SPOTERN can easily contact the User via his/her email address for any reason whatsoever.

The lending, sharing, exchanging, gifting, purchase, transfer and sale of Accounts are forbidden. Any lending, exchanging, purchase, transfer or sale of Account will be unenforceable against SPOTERN and may lead to the penalties stipulated in Article 9 hereof.

The User is solely responsible for the use of his/her Account. Any connection or transmission of orders or data made by means of his/her Password will be deemed to have been carried out by that very User and under his/her sole responsibility.

To maintain the personal and confidential access, the User is advised to log out of his/her Account at the end of every session by clicking on “Log out” or any similar term used.

In the event of fraudulent use of his/her Account or Password, or in the event of loss or theft of his/her Password, the User must immediately notify SPOTERN.

If the User has a reasonable suspicion in the breakdown of security, including loss, theft or unauthorised use of his/her Log-in ID and Password or any other problem with his/her Account security, the User must immediately notify SPOTERN. SPOTERN may then reset the User’s Password.

SPOTERN may also block access to the Account in question.

If the Password is forgotten, the User should indicate this on the Website’s opening page by clicking on “Forgot password?”. In such a case, the User will have to provide his/her Log-in ID in order to receive an email with a new password at the email address provided during registration.

6. Personal data protection

6.1. Pursuant to the amended Information Technology, Files and Freedoms Act no. 78-17 of 6 January 1978, SPOTERN informs the User that it will respect the confidentiality, integrity and security of the data that may be disclosed to it through the Website or Services. Any personal data identifying, directly or indirectly, the User, especially surname, first name, postal address, email address, telephone number and indirect location details, will be deemed as confidential data according to the applicable legislation and will be treated as such.

However, if the User uses his/her first name and surname as a Username, the User may not enforce the confidential nature of this data against SPOTERN.

The User accepts that the opening of a User Account requires the processing of personal data which is carried out under the responsibility of SPOTERN.

The processing of the User’s personal data will be declared to the National IT and Freedoms Commission (CNIL).

SPOTERN will update the CNIL declaration as necessary.

The data collected will originate from the information provided by those persons wishing to access or use the Services and become a User.

Such data may be used for the management of operations carried out on the Website and, in particular, the access and use of the Services.

SPOTERN will keep the User’s personal data for the time necessary for the purposes described in this article and the purposes of preserving necessary information in the event of claims against its contractual or tortious

liability. Beyond such a time period, only anonymous statistical data will be kept; such data will not be exploited in any way.

Subject to proof of identity, the User holds the right to access, modify, rectify and delete any data concerning him/her. The User may exercise this right by writing to SPOTERN at the following email address: hello@spotern.com, or at the following postal address: SPOTERN, 60 rue de Provence, 75009 Paris.

6.2. For statistical purposes, SPOTERN may need to collect browsing information through the use of cookies. The acceptance of these cookies is mandatory for any subscription, whether free or paid. The User may, at any time, prevent the saving of cookies, or delete the cookies already saved on the computer, by configuring the privacy options of the Internet browser (for example: Tools > Delete my history > Cookies for Mozilla Firefox; and, Tools> Delete browsing history > Delete cookies for Microsoft Internet Explorer).

SPOTERN is also entitled to collect certain information:

- relating to the User's computer (IP, service provider, hardware settings, software settings)
- relating to the Services (log and history of all data exchanges, log and history of connections).

SPOTERN may use this information for any purpose, in particular for targeted advertisement banners, improvements to the use of the Services or monitoring of compliance with these T&Cs.

Furthermore, SPOTERN may transmit the User's data to commercial partners, subject to the User having expressly consented to this during registration.

SPOTERN may use all information contained on the servers in order to perform any type of check relating to prevention and penalisation.

6.3. As a general rule, SPOTERN shall not disclose the personal data of the Users except with their express consent or under very specific circumstances, such as those envisaged and set out in these T&Cs, and in particular:

- SPOTERN may be required to disclose the aforementioned personal data on the basis of legislation, as part of court or lawsuit proceedings or a petition by the state authorities of the country of residence of the User or other;
- SPOTERN may disclose such data if the disclosure is necessary for the purposes of national security, the application of the law or other public interest matter;
- SPOTERN may disclose its Users' data if such disclosure is reasonably necessary to ensure compliance with these T&Cs or protect its activities or Users;
- in the event of restructuring or assignment, SPOTERN may transfer any personal data held to a third party concerned.

7. Supply and Uses of the Services

7.1. Obligations and Liability of SPOTERN

Nothing in these T&Cs will affect the User's statutory consumer rights which the User cannot contractually waive.

SPOTERN shall supply the Services as is and does not make any guarantee in this regard. SPOTERN, in particular, shall not be liable in relation to availability of access.

Given the technical vagaries inherent in the decentralised operation of the Internet, SPOTERN does not warrant

the continuity of service or the absence of errors in the Services.

Insofar as permitted by current regulations, SPOTERN disclaims all obligations, explicit or implicit, in relation to the Services' quality and compatibility with the purposes of the User. Any information or advice provided by SPOTERN, via the Services or otherwise, does not impose an obligation for SPOTERN nor create a warranty.

In particular, SPOTERN neither declares nor warrants:

- that the use of the Services will address the needs of the User;
- that the use of the Services by the User will be uninterrupted, adequate, secure or free from errors;
- that any information obtained from using the Services will be accurate and reliable;
- that the faults in the operation or functionality of all software supplied to the User as part of the Services will be corrected.

SPOTERN does not warrant that access to all or part of the Services will remain indefinitely free. In the event of new paid services or a change of a free service into a paid service, Particular Terms and Conditions of Use will be provided to the User beforehand or, where appropriate, new General Terms and Conditions of Use.

Except for the warranties expressly provided herein, the Services are not covered by any condition, warranty or other term (including any implicit warranty regarding satisfactory quality, fitness for a particular purpose or compliance with description).

In the case where SPOTERN may be, nevertheless, liable, such liability will extend only to certain, personal, direct damages excluding, but not limited to, indirect, immaterial damages or losses, such as commercial, non-pecuniary and financial losses which include any loss of profits caused by, originating from or based on the use of the Website or Services.

In any case, SPOTERN shall not be held liable on the basis of a breach or action completely or partially attributable to the User, a third party or an event of force majeure.

In any case where SPOTERN may be liable, any action or claim must be made against SPOTERN within one (1) year of the breach committed by SPOTERN.

7.2. Liability of partners

The Services provided by the partners of SPOTERN are done so under the sole responsibility of said partners. Accordingly, SPOTERN disclaims all liability for the contents published and/or the services offered by the partners through the Website and/or Services. The User expressly accepts this disclaimer.

7.3. Hypertext links

The Website may contain hypertext links to third-party content or other websites operated by third parties.

SPOTERN shall not be held liable for the quality or accuracy of such contents or websites, nor may it be considered to have approved, published or authorised such websites or contents.

Consequently, the operators of those websites are solely responsible in relation to the applicable legislation and regulations, in particular with regard to the products and services sold on their website as well as consumer protection, distance selling, price regulation, personal data protections and other issues.

SPOTERN disclaims all liability in relation to damages that may occur from using those websites.

7.4. Allocation of the purse

During the beta testing stage, there will be no allocation of the purse. SPOTERN is entitled to extend the duration of the beta test, initially set at 12 months from its launch.

The purse will be denominated in euros. It will constitute either a percentage excluding shipping costs and taxes on the pre-tax price, or a fixed amount.

In any case, the allocation of the purse to Members will be subject to SPOTERN first receiving payment from its Partners for commission due on purchases made from them by Members. SPOTERN may not, under any circumstances, pay all or part of the purse which has not been paid beforehand by the Partner.

If the Partner is unable to find any connection between the purchase by the Member and the Services, for any reason whatsoever (technical fault due to one of the parties or breach of the conditions on use mentioned previously), SPOTERN will not receive a commission and the Member will not be able to collect the purse. Profits will be automatically assigned to the holder of the Account, the Member may request the balance of his/her Account only if it exceed a total of twenty euros (€20), not counting the Welcome Gift. Payment of the purse will be carried out within sixty (60) business days.

If there is no purchase through the Website for a period greater than twelve (12) consecutive months, the balance of the Account will be automatically reduced to zero. In the case of inactivity greater than two (2) years, SPOTERN may delete the Account of the Member in question.

SPOTERN reserves the right to demand reimbursement of any sum erroneously paid out on the basis of fraudulent means (several accounts, sponsorships in breach of the T&Cs, etc.) or cancelled orders.

In the event of a violation in the T&Cs with regard to Website registration or the use of the Services, no purse will be allocated to the Member. In the event that a fraudulent act by the Member is discovered after the payment of the purse, SPOTERN will be entitled to demand reimbursement of the erroneously paid sums and the costs involved in collecting the monies from the Member.

It is the obligation of every Member to declare income gained through the use of SPOTERN's Services to the tax authorities. SPOTERN shall not be responsible for any violation by a Member of his/her tax obligations.

7.5. Payment

Once the threshold of twenty euros (€20) is attained (not including the welcome and sponsorship gift), the User may request payment of the Account balance via bank transfer at no extra cost. Payment via cheque is also possible as long as the purse equals at least fifty euros (€50). Payment by cheque will be subject to transaction costs amounting to one euro (€1).

Payment of earnings by bank transfer implies that the User holds a French bank account. In the case of a payment by cheque, the postal address given must also be in France. A User Account with SPOTERN is personal and the first and last names given may not be changed during the use of our services (except for a change in marital status).

7.6. Intellectual property – Commercial free-loading – Prohibition on use of data – Website and database protection

Attention: All data and information shown on or accessible through the Website may not, under any circumstances, be reworked or used for purposes other than the User's private perusal directly related to the Website. SPOTERN monitors and will use all appropriate actions against any reworking in breach of intellectual property rights, the law or the T&Cs of the Website.

If the User wishes to use the data, information or services of the Website in any other context or to disclose them, he/she should contact SPOTERN at the following address: hello@spotern.com

The names, images, logos and any other distinctive sign shown on the Website which identifies SPOTERN, its

partners or third parties, as well as their products and services, are protected under intellectual property rights, in particular trademarks, registered designs, copyright and ancillary rights, both in France and abroad.

The Services and their contents, the general structure of the Website and Services, editorial content, images, photographs, audios, videos or multimedia, the players, the software and databases used and all other contents shown on the Website and in the Services are protected by copyright, ancillary rights or the sui generis right of the database creator, as well as, in general, by ordinary civil liability law and applicable international treaties.

SPOTERN and/or its partners are the sole holders of the above-mentioned intellectual property rights over all contents shown on the Website and in the Services.

The User shall respect these rights.

Therefore, being possibly liable to civil and/or criminal proceedings unless SPOTERN has given its express consent, the User shall not:

- reproduce, represent, modify, publish, adapt to any other medium, by any means whatsoever, the collection of elements shown on the Website and in the Services;
- carry out any attack on the computer systems used for providing the Services, including any penetration or attempted penetration;
- reverse engineer all or part of the Services;
- compile, decompile or disassemble all or part of the Services;
- modify or create programs developed on all or part of the Services, including for correcting possible errors given that only SPOTERN is authorised to carry out corrections;
- distribute and/or disseminate copies of all or part of the Services;
- remove or delete any notice and or proprietary information appearing on all or part of the Services;
- resell, let, sub-let or transfer, in any way whatsoever, the Services to a third party.

Any use of the information, data and elements of the Website or Services, beyond mere perusal directly on the Website, by the User is strictly forbidden without the prior written authorisation of SPOTERN.

The possibility of accessing Website information and certain data does not, under any circumstances, permit the User to extract, substantially or otherwise, and/or use, outside perusal of the Website, any piece of data or element of the Website. Such extractions and/or uses are strictly forbidden.

Any complete or partial reproduction and/or representation, on any medium, of distinctive signs or contents shown on the Website, including information and data, is forbidden and will constitute a breach for which the perpetrator may be civilly and criminally liable, unless SPOTERN has given its prior written authorisation for such an act.

SPOTERN grants authorisation to search engine managers to use web crawlers in copying data from the website for the sole purpose of creating an index of such data, excluding caches and archives of said data, which can be consulted by the public. SPOTERN reserves the right to revoke these exceptions either in a general manner or for specific cases.

8. Obligations and liability of Users

8.1. Use of the Website and Services

The User shall comply with these T&CS. The User must respect the rules of conduct described hereafter.

The User must not, in particular, use the Services for:

- the transmission of any content of a paedophilic nature or detrimental, in any way, to minors or the

protection of children and adolescents;

- the sending or transmission of any message with content that is illegal, harmful, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, threatening to the private life of another, hateful, racist, homophobic, anti-Semitic, xenophobic, revisionist or otherwise objectionable;
- the transmission of any content contrary to public order or common decency;
- the transmission of any content that may constitute, but not limited to, public defence for or incitement to perform a criminal offence; incitement to perform suicide; incitement to use drugs or prohibited substances; indirect advertisement for alcoholic beverages, tobacco or tobacco products; incitement to commit terrorist attacks; incitement to discriminate, hatred or violence on the basis of race, ethnicity, religion or nationality; false news; false rumours; an attack on the authority of the courts or on trials; disclosure of information on the tax affairs of an individual; dissemination outside authorised parameters of voting surveys and simulations relating to an election or referendum; defamation or verbal abuse; a violation of private life; or, acts placing minors at risk, notably, by the creation, transfer and dissemination of messages that are violent, pornographic or seriously undermining to a person and their dignity, or to gender equality;
- the transmission of any content including or inciting animal cruelty;
- the transmission of any message whose content the User is unauthorised to disseminate especially under legislation or legal proscription (in particular but not limited to, information that is internal, privileged, confidential, acquired or disclosed as part of an employment contract or non-disclosure agreement);
- the transmission of any message whose content would infringe a patent, trademark, registered design, trade secret, copyright, ancillary right, intellectual property right or any other third-party's property right, personality right, or whose publication may constitute a tortious or similar act;
- the counterfeiting of official or unofficial headers or the manipulation in any way of the log-in ID so as to conceal the origin of the content transmitted through the application;
- the collection or storage of data for the purpose of creating a database concerning all or part of the Services or the Users of the Services;
- accessing or attempting to access the Account of another user of the Services;
- the transmission of any message containing, but not limited to, computer viruses or any other code, file or program designed to interrupt, destroy or limit the functionality of any software, computer, information system or telecommunications system;
- the transmission of messages inciting or enabling any hacking or bypassing of technical protection device (crack) or bypassing of information/notice on intellectual property rights;
- the use or initiation of an automated system (in particular, a robot, spider or off-line reader) with access to the Services so that it can send more requests to the SPOTERN servers during a given period than a human being could reasonably make during the same time through a standard (i.e. unmodified) Internet browser that is available on the market;
- the hindrance or disruption of the Services, servers, networks connected to the Website, or the refusal to comply with the necessary conditions, procedures, general rules or regulatory provisions applicable to the networks connected to the Website;
- the intentional or otherwise violation of any applicable local, national or international law or regulation as well as the restrictions contained herein;
- the impersonation or passing oneself off as another person or entity, including an official representative of SPOTERN, a designer or an administrator of the Services;
- the harassment, in any way whatsoever, of one or more other Users of the Services;
- the provision of information referring to other websites (whether by hypertext links or by solely providing information) whose content is likely to contravene any applicable law or regulation, and especially likely to infringe the rights of persons, property or intellectual property;
- harming, in any way whatsoever especially insulting or threatening, SPOTERN, its managers, employees or Partners, their image or reputation;
- the use of the Services for professional and commercial purposes and, in particular but not limited to, disseminating or facilitating the dissemination of publicity or solicitations;
- the use of all or part of the Services in order to offer other services;
- the collection, storage and dissemination of personal data relating to other Users or any third party;

- the disruption or attempted disruption of the proper operation of the Services;
- the logging into the Services in a way not expressly stated by these T&Cs.

The User shall not exploit faults, bugs or any other type of error for the purposes of gaining benefits in the use of the Services. The User must immediately inform SPOTERN of any faults or errors in the Services.

The User agrees to indemnify SPOTERN, its representatives, employees, partners and any other third party for any claim or demand made by a third party resulting from the use of the Services. This indemnification covers any compensation that may be due as well as lawyers' fees, to a reasonable limit, and legal costs.

The User shall pay all applicable costs and taxes for which he/she is liable as part of the operations performed via the User Account.

8.2. User content

The Services may include functionalities such as discussion fora in which the User can publish user content.

User content, created by Users, refers to all reviews and comments published by the User on the Website, along with the text communications, images, videos, audios, materials, data, observations, commentaries and information that either the User publishes on the Website's fora, uploads or transmits through the Services, or other Users upload and/or transmit (hereinafter known as "User Content").

In addition to the obligations stipulated in Article 6.1, a User who supplies User Content will be subject to the obligations stated in this Article 8.2.

SPOTERN cannot guarantee that it or other Users will not rework the ideas and information that a User decides to share via the Services.

On this basis, if a User wishes to keep an idea or information secret or he/she does not want to see it used by others, said User should not place the idea or information online via the Services. If a User submits suggestions, proposals, comments or other elements (hereinafter collectively known as "Submissions") to SPOTERN as part of the Services, SPOTERN will be under no obligation to keep such Submissions confidential nor an obligation to respond to them in any way; SPOTERN may also use those Submissions for all useful purposes without having to pay any compensation or remuneration, without prejudice to other relevant stipulations herein.

The User declares that he/she is the holder of all rights relating to the User Content published by him/her.

Without the following being exhaustive, the User agrees that the User Content:

- will not breach applicable legal provisions, contractual clauses or third-party rights, in particular personality rights and intellectual property rights. In other words, the User will not upload content, especially videos, of which he does not hold the copyright, nor include in a video any content for which the User does not hold the copyright if he has not obtained the necessary permission. Such content may be audio tracks or program extracts under copyright or videos created by a third party;
- will not contain any virus, advertisement software, spying software, worm or other malicious programs;
- will not be of a pornographic, sexual or paedophilic nature or detrimental, in any way, to minors or the protection of children and adolescents. SPOTERN collaborates with law enforcement agencies and will notify them of any sexual exploitation of children;
- will not show any objectionable acts, such as animal mistreatment, drug consumption or the manufacture of bombs;
- will not show violent images, nor portray any injured, attacked or humiliated person;
- will not show shocking content (images of accidents, corpses, etc.);
- will not constitute any of the following, though not limited to: a public defence of or incitement to perform crimes; incitement to perform suicide; incitement to use drugs or prohibited substances; advertisement for

alcoholic beverages, tobacco or tobacco products; incitement to commit terrorist acts; incitement to discriminate, hatred or violence on the basis of race, ethnicity, religion, gender, disability, age, sexual identity, veteran status or nationality;

- will not be contrary to public order or common decency.

Thefts, persecutions, threats, harassment, violations of a person's private life or the dissemination of personal data of other members will not be tolerated.

The User shall not create misleading descriptions, tags, titles or captions for attracting a larger number of Internet users. The User agrees not to publish large quantities of non-targeted, undesirable or repetitive content.

The discussion and comments fora must not be used under any circumstances for professional purposes.

Any advertisement and/or sponsored message in the User Content is forbidden.

The User is solely and wholly responsible for the lawfulness and the use of the User Content which said User publishes or transmits by means of the Services. The User will indemnify SPOTERN against any third-party claims or actions.

SPOTERN reserves the right to limit the storage capacity for the User Content that the User puts online.

SPOTERN may not, under any circumstances, be held responsible for the illegal nature or illegal use of the User Content.

SPOTERN may, at its sole discretion, immediately delete any User Content that appears illegal, and especially any User Content that is the subject of a claim, whether substantiated or not, and likely to infringe the rights of a third party and/or in breach of these T&Cs. SPOTERN may also delete the account of the User and/or block any new registration request.

The User expressly accepts this power of SPOTERN and agrees not to make any claim against SPOTERN in the event of deletion of User Content for whatsoever reason.

By submitting User Content of any kind (including, in particular, reviews, comments, images, videos, ideas, suggestions and forum messages) to the Website, the User grants SPOTERN, free of charge, an irrevocable, non-exclusive, worldwide right and licence to exploit all or part of the User Content for the duration of the copyright protection as stated in the Intellectual Property Code. Said right and licence enable SPOTERN to use, reproduce, modify, adapt, publish, exploit, carry out, communicate, show, translate, sub-license, create derivative works and distribute the User Content, or to include the User Content in any form, media or any known or as-yet unknown technology, especially for the promotion of SPOTERN and its services, to which the User hereby gives his/her consent.

Insofar as allowed by law, the User hereby acknowledges and accepts, in view of the type of Services covered by these T&Cs, that the User Content may be disseminated, adapted or modified. The User, furthermore, acknowledges that, for the same reasons, his/her name and status as creator may not be systematically associated to his/her User Content, and accepts these operating conditions.

9. External data uses

Regarding uses of all data provided by Youtube API Services, all Youtube Terms of Service (<https://www.youtube.com/t/terms>) are applicable.

10. Consequences for breach of T&Cs

If the User breaches any provision of the T&Cs, SPOTERN may, without prior notice and at its sole discretion,

suspend temporarily or definitively access to and use of the User's Account, the Website and Services, without the User being owed any compensation.

Furthermore, SPOTERN is entitled to suspend access to the User's Account and the use of the Services at any time.

If the User holds more than one Account, any breach of the rules in relation to one of those Accounts will enable SPOTERN to apply the penalties provided for by this article to all Accounts.

As a result of a definitive suspension, the User Account will be closed and any new registration request may be blocked. Users whose Account has been deleted by SPOTERN, or who are prohibited from accessing the Services of SPOTERN, may neither create a new Account nor use the Services without authorisation from SPOTERN.

The above-described penalties are without prejudice to any criminal or civil proceedings that may be filed against the User by public authorities, third parties or SPOTERN.

11. Review of T&Cs

SPOTERN reserves the right to amend all or part of these T&Cs. The User will be informed of the new T&Cs by any means in order to submit them for his/her acceptance.

If these T&Cs are amended, the User will be asked to accept the new T&Cs during his/her next connection following the amendment. The amended T&Cs will apply to the User only after their express acceptance.

Notwithstanding the foregoing, any changes to the information mentioned in Article 2 will not be considered amendments to these T&Cs although the User will have to be notified of such changes.

12. Acceptance and duration of the T&Cs

11.1. Acceptance

These T&Cs will be effective from the date of their acceptance by the User as described herein.

11.2. Duration

SPOTERN and the User agree to these T&Cs for an indefinite period.

The User may terminate this agreement by giving fifteen (15) days' notice via an email sent to the address stated in Article 1.1 or, more simply, by ceasing to use the Website and/or Services for longer than three (3) months.

SPOTERN may terminate this agreement by giving fifteen (15) days' notice via an email to the User, or where the User has ceased to use the Website and/or Services for longer than three (3) months.

The clauses of the T&Cs made available to the User prior to the effective termination date will continue to govern the Services used prior to the termination.

13. Severability

If one or more clauses in these T&Cs are held to be invalid or declared as such by application of legislation, regulation or following a final ruling by a competent court, said clauses will be severed from these T&Cs and the remainder of the clauses will remain valid and enforceable.

14. Applicable law, disputes and competent jurisdiction

13.1. Applicable law

The Website and these T&Cs are governed by French law.

13.2. Disputes - Competent jurisdiction

Prior to the referral of a dispute to a court, the User agrees to inform SPOTERN, by letter addressed to SPOTERN, 60 rue de Provence - 75009 PARIS - France, of any problem and, upon the request of SPOTERN, to seek an amicable solution.