

GENERAL TERMS AND CONDITIONS OF USE

The Office national de diffusion artistique (Onda) promotes the dissemination of contemporary forms of performing arts through scouting and expertise, network animation, financial support, and observation.

Onda has developed the **CooProg Solution** (hereinafter referred to as "The Solution") to allow programmers to share project ideas, identify convergent ideas within their network of partners, and subsequently work on organizing geographically and temporally coherent tours.

This document aims to define the terms and conditions under which Onda, hereinafter referred to as "the DEVELOPER," provides The Solution to its users and outlines how the user, hereinafter referred to as "the USER," accesses and utilizes it.

Any use of The Solution provided by the DEVELOPER is subject to compliance with these terms.

By using The Solution, the USER agrees to these General Terms of Use and commits to adhering to them. If the USER disagrees with any of these terms, they must immediately cease using the services.

Article 1. Definitions

Applications: Refers to all programs and software solutions constituting The Solution and made available to the USER as part of the Services.

Contract: Refers to this document and the tabs it references as listed in Article 2.

Documentation: Refers to any materials related to the Applications and/or Services provided by the DEVELOPER that formalize the functional and technical specifications of the Applications and Services.

Data: Refers to all information and data of the USER entered, uploaded, or automatically processed within the Applications. It also includes information processed, modified, or generated by or through the Applications.

Personal Data: Refers to data that, under data protection legislation, identifies or can identify, directly or indirectly, a natural person.

Security Incident: Refers to any breach of security affecting the Applications and/or the confidentiality, integrity, or completeness of the Data, including unauthorized access, acquisition, use, disclosure, modification, hosting/processing, destruction, or loss.

Data Protection Legislation: Refers to all applicable laws, regulations, and directives related to personal data protection, including the General Data Protection Regulation (GDPR) 2016/679 and national legislation implementing the GDPR.

Open-source: Refers to software released under a license granting users the right to use, study, modify, and distribute the software and its source code.

Observer: Refers to any individual authorized by the DEVELOPER to access the Applications and temporarily and restrictively benefit from the Services as outlined in the Contract.

Services: Refers to all services provided by the DEVELOPER under the Contract, including:

- Access to Applications.
- Hosting of Applications and Data.
- Administration and support for hosting servers.
- Data backup.
- Support and maintenance of Applications.
- Resolution of Security Incidents.

Authorized Uses: Refers to the DEVELOPER's collection and processing of Data to:

- Provide Services to the USER.
- Share information with third-party users of the Solution, respecting the transparency level chosen by the USER.
- Perform usage analyses by geographical zones.
- Deliver training and onboarding content for the Solution.
- Inform about updates and new related services.
- Measure greenhouse gas (GHG) savings due to the Solution.
- Provide technical support in case of issues.
- Conduct studies on Service usage.

User: Refers to any individual authorized by the DEVELOPER to access and benefit from the Services under the Contract.

Identifier: Refers to the specific term used by each USER to log into the Services. It is always accompanied by a password unique to the USER.

Article 2. Contractual Documents

The Contract includes:

- This document.
- The referenced tabs:
 - "Legal Notices."
 - "Privacy Policy."

Article 3. Purpose

This Contract defines the terms under which the DEVELOPER provides the Applications and associated Services to the USER and outlines the conditions for access and usage.

Article 4. Duration

4.1 Term: This Contract becomes effective upon the USER's acceptance ("Effective Date"). Access to Applications and Services is granted from this date onward.

4.2 Termination Consequences: Upon termination of this Contract for any reason, the USER's right to use the Applications ceases automatically. Certain provisions, by their nature, may survive termination (e.g., Articles 6.2, 7, 9, and 13).

Article 5. Conditions of Use

5.1 Usage Rights: The DEVELOPER grants the USER a non-exclusive, worldwide, right to access and use the Applications and their Documentation during the Contract term.

5.2 Observer Status: The DEVELOPER may grant a limited, observation-only role to the USER as an OBSERVER for a defined period.

5.2.1 Definition: Observer status grants the USER limited access, restricted to viewing available content only. Observers can view information, activities, and interactions on the platform without the ability to intervene or act.

5.2.2 Rights: Observers can access specific public areas of the platform to view content provided by other users and/or administrators as outlined in the restrictions below.

5.2.3 Restrictions:

- Observers cannot create, modify, or delete content on the platform.
- Observers cannot interact with other users through comments, messages, or any other integrated communication methods.
- Observers cannot participate in activities requiring active contribution or direct interaction, such as posting content or engaging in forums.

- Attempts to bypass these restrictions through technical means or inappropriate behavior may result in immediate suspension or termination of the Observer account.

5.2.4 Duration: Observers are granted access upon acceptance of this Contract ("Effective Date") for one month from the date of account validation.

5.2.5 Status Modification: Observer status may be changed at any time by the DEVELOPER, subject to platform conditions, such as conversion to active status with extended rights, provided registration and moderation requirements are met.

5.2.6 Responsibility: Although Observers hold a passive role, they must adhere to these terms, particularly regarding data protection and confidentiality of accessed information.

5.2.7 General Applicability of Conditions: Unless otherwise specified, all provisions of this Contract apply to Observers as they do to any other platform user. Observer status does not exempt them from the general obligations outlined in this Contract, including compliance with applicable laws, data protection, security, and confidentiality.

5.3 Service Provisioning: Services are provided within a dedicated infrastructure maintained by the DEVELOPER, subject to the USER's compliance with their obligations. The DEVELOPER reserves the right to modify Applications or Services.

5.4 Service Access: Services are available 24/7, except during scheduled maintenance or security-related interruptions. Users access Services using unique identifiers and passwords, which must not be shared with third parties. USERS are solely responsible for maintaining the confidentiality of their credentials.

5.5 Transparency Levels: USERS may choose between two transparency levels for data sharing:

- **Basic:** Automatic access for users within a 200 km radius.
- **Extended:** Automatic access beyond 200 km for any users opting for the same level.

Article 6. Responsibilities

6.1 Obligations of the DEVELOPER : The DEVELOPER commits to providing the Applications to the USER and delivering the Services in compliance with the provisions of this Contract and in accordance with professional standards, starting from the Effective Date.

The DEVELOPER commits to:

- Providing the Services diligently and in accordance with the Levels of Service, as well as with the rules and best practices observed in the profession.
- Obtaining and maintaining, throughout the duration of this Contract, all necessary permits, approvals, certifications, and authorizations required to fulfill its obligations under this Contract.

- Ensuring that the Services comply with applicable regulations during the entire duration of the Contract and promptly taking any necessary actions, at its own expense, to ensure compliance in the event of any non-conformity.

6.2. Obligations of the USER

The USER agrees to fulfill their obligations under this Contract and shall be responsible for adhering to its terms.

The USER commits to collaborating with the DEVELOPER and providing or facilitating access to any information or elements that the DEVELOPER may reasonably require for the effective operation of the Solution. Specifically, programmers must input at least three (3) projects per year.

The USER authorizes the DEVELOPER to collect and process Data, including Personal Data, provided for Authorized Uses during the Contract term and thereafter, in accordance with the terms defined in the "Privacy Policy.

Article 7. Intellectual Property

The DEVELOPER grants the USER a non-exclusive, non-assignable, and non-transferable right to use the Applications for the duration of the Contract and worldwide.

The USER may only use the Applications in accordance with their intended purposes and accompanying documentation.

The right of use includes the right to display and implement the Applications as intended via a connection to an electronic communications network.

The Solution comprises tools and software solutions that are open-source. The Solution's source code is published on the "Github" platform under the AGPLV3 license, permitting its reuse, exploitation, and modification, provided that any derived products created from this code are shared under the same license.

Article 8. Maintenance

The DEVELOPER provides maintenance services for the Applications covered by this Contract.

Article 9. Data

9.1. Ownership of Data

The USER grants the DEVELOPER and its subcontractors a non-exclusive, worldwide, free, and transferable license to host, cache, copy, process, and display the Data for the execution of Services and within the scope of Authorized Uses.

This license will continue after the termination of this Contract as necessary to support Data hosting and processing, particularly for reversibility operations and Authorized Uses.

The USER represents and warrants that they have all necessary authorizations to exploit the Data under the Services and that they can freely grant the license described above to the DEVELOPER and its subcontractors. Furthermore, the USER represents and warrants that, by creating, uploading, or using the Data within the Services and for Authorized Uses, they are not exceeding any rights they may have over the Data or infringing upon third-party rights.

The USER agrees to indemnify the DEVELOPER for any financial consequences the DEVELOPER might incur due to a breach by the USER of the aforementioned warranties regarding the Data.

The USER will ensure that no Data requiring the DEVELOPER to comply with specific laws or regulations other than those expressly provided for in this Contract are introduced through the Services.

9.2. Access to Data

The DEVELOPER may access the Data but must ensure not to damage it.

The DEVELOPER commits to implementing state-of-the-art security measures to protect the Data.

The USER acknowledges and agrees that the DEVELOPER may access and transmit their Data upon the request of an administrative or judicial authority authorized to access such Data.

Unless prohibited by such a request, the DEVELOPER will promptly inform the USER of the request's existence and the Data transmitted.

9.3. Data Accessibility and Security, Personal Data

As part of providing the Services, the DEVELOPER acknowledges that it may process Personal Data on behalf of and for the benefit of the USER. The DEVELOPER commits to processing Personal Data entrusted to it in compliance with the "Privacy Policy."

Regarding Personal Data collected and processed by each Party for their administrative purposes under this Contract and relating to the other Party's staff, each Party acknowledges that they act as a Data Controller under applicable Data Protection

Legislation. Each Party agrees to comply with all obligations incumbent upon them in this capacity under said Legislation.

Article 10. Financial Conditions

The Services and Applications are made available to the USER free of charge.

Both USERS and third parties may make donations to the DEVELOPER, which will be entirely dedicated to the moderation and maintenance of the Applications to ensure access to the Services contributing to the general interest.

Article 11. Warranties

The DEVELOPER guarantees the conformity of the Applications with the associated Documentation, their proper functioning, and the integrity of the Data processed and/or generated by the Applications.

The DEVELOPER makes no other express or implied warranties concerning the Services, including, but not limited to, any implied warranties of merchantability or fitness of the Applications for a particular purpose.

The DEVELOPER does not guarantee the results of the Services and is only bound by a best-effort obligation. The DEVELOPER does not guarantee that the features of the Services will meet the USER's requirements. The Parties acknowledge that software may contain errors, not all of which are economically rectifiable or necessary to correct. Consequently, the DEVELOPER does not guarantee that all malfunctions or errors in the Applications will be fixed.

Article 12. Liability

The DEVELOPER shall not, under any circumstances, be held liable for indirect damages suffered by the USER that may arise as a result of or in connection with the execution of this Contract and its consequences. Indirect damages include, but are not limited to, loss of earnings or profits, loss of opportunity, commercial damages, or consequences of complaints or claims by third parties against the USER, even if the DEVELOPER was aware of the possibility of such damages.

The DEVELOPER shall not be held liable under any circumstances in the following cases:

- Use of the Services in a manner not provided for in the User Documentation or expressly authorized by this Contract.

- Publication of confidential information by a USER
- Publication of content protected by proprietary rights (copyright, image rights, trademarks, etc.) by a USER.
- Modification of any part of the Applications or the information accessible via the Services not carried out by the DEVELOPER or one of its approved service providers.
- Use of any part of the Services after the DEVELOPER has recommended suspending their use due to difficulties or other reasons.
- Use of the Services in an environment or configuration that does not meet the DEVELOPER's technical requirements, or in connection with programs or data from third parties not expressly approved by the DEVELOPER.
- Occurrence of any damage resulting from a fault or negligence of the USER, or damage that the USER could have avoided by following the DEVELOPER's advice.
- Use of non-DEVELOPER-approved programs in connection with the Services that could affect the Services or the USER's Data.
- In the event of force majeure or a decision by authorities.
- Interruption in the supply of electricity or transmission lines due to public or private operators.
- Intrusion or fraudulent maintenance by a third party into the system, or illicit extraction of data, despite the implementation of security measures consistent with current state-of-the-art practices. The DEVELOPER is only bound by an obligation of means concerning known security techniques.
- Delays in transmitting information and data when the DEVELOPER is not responsible for the delay.

Article 13. Acceptance - Electronic Signature

The Parties agree that this Contract may be signed electronically in compliance with Article 1367 of the Civil Code, by the USER's acceptance of the Contract terms before accessing the Applications and benefiting from the DEVELOPER's Services.

The Parties are informed that this Contract, as well as any data, including personal data, used in the context of the electronic signature process, will be securely stored and archived by the DEVELOPER for evidentiary and archival purposes.

The Parties unreservedly acknowledge the reliability of the electronic signature process used and its validity under Article 1367 of the Civil Code. They also recognize its legal effect and admissibility as evidence in court. Consequently, the Parties agree not to contest the enforceability or probative value of this signature process on the basis of its electronic nature.

Article 14. Modification of the General Terms of Use

The DEVELOPER reserves the right to modify these General Terms of Use at any time and without notice to adapt to changes in the Applications and/or Services.

Article 15. Compliance with Laws

The DEVELOPER will comply with the legal and regulatory obligations applicable to it as the service provider under the law governing this Contract. The DEVELOPER is not responsible for fulfilling the USER's legal and administrative obligations, including those related to the Services provided under the Contract. It is therefore the USER's responsibility to ensure compliance with the laws and regulations applicable to them without seeking to hold the DEVELOPER liable.

The USER, in turn, agrees to comply with the laws in effect that apply to them, whether due to their nationality or geographic location. The USER will particularly ensure compliance with the applicable provisions regarding the content of the Data, so that no unlawful data is processed by the SERVICE PROVIDER.

Article 16. Governing Law - Jurisdiction

The law governing this Contract in all its provisions and consequences is French law.

In the event of disputes arising from the interpretation or execution of this Contract, the Parties assign exclusive jurisdiction to the competent courts of Paris.

Article 17. Miscellaneous Provisions

The titles and subtitles in this Contract are included for convenience only. By explicit agreement between the Parties, these titles and subtitles cannot be used to interpret any provision of this Contract.

The fact that one Party does not enforce the application of any provision of this Contract or tolerates its non-performance, whether temporarily or permanently, shall not be construed as a waiver of that Party's right to enforce its rights under the Contract. The tolerance of any non-performance, imperfect performance, act, omission, or abstention by the other Party that does not comply with the provisions of this Contract shall not confer any rights upon the Party benefiting from such tolerance.