

# Terms and conditions of use

Effective 01/10/2020

The purpose of the present general terms of use (called "**GTU**") is to provide a legal framework for the provision of the services of the "Spacetime Capsule" application and to define the conditions of access and use of these services by **the "User**".

The present GTU are accessible on the site <u>www.spacetime.paris</u> under the heading "GTU".

## **Article 1 : Legal mentions**

The edition of the application "Spacetime Capsule " is ensured by the Company SAS SPACE TIME with a capital of 3529,30 euros, registered at the RCS of PARIS under the number 85130421200018, whose head office is located at 24 BOULEVARD SAINT-MARCEL 75005 PARIS

E-mail address: contact@spacetime.paris.

The Director of the publication is : Hugues Jarreault

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The host of the "Spacetime Capsule " application is the company AWS, whose registered office is located at 31 place des corolles, tour carpe diem, 92400 Courbevoie.

### **ARTICLE 2 : Access to the site**

The "Spacetime Capsule" application allows User free and paid access to the following services:

SpaceTime is a space-time capsule. With SpaceTime, you can post messages on the dates you choose, in one or more locations on a map, to one or more people. You can post any kind of digital document (text, video, audio message, photos, drawings, files, electronic tickets, crypto currency...) and define on which media it will be published (email, sms,...).

### **ARTICLE 3** : Data collection

The application ensures the User a collection and processing of personal information in compliance with the law n°78-17 of January 6, 1978 relating to data processing, files and freedom.

In accordance with the French Data Protection Act of January 6, 1978, the User has the right to access, rectify, delete and oppose his personal data. The User exercises this right:

- by email at contact@spacetime.paris

### **ARTICLE 4 : Intellectual property**

The brands, logos, signs and all the contents of the site (texts, images, sound...) are protected by the Code of intellectual property and more particularly by the copyright.



The SPACETIME brand is a registered trademark of SPACE TIME SAS. Any representation and/or reproduction and/or exploitation of this brand, in whole or in part, of any kind whatsoever, is totally prohibited.

The User must request prior authorization from the site for any reproduction, publication or copy of the various contents. The User undertakes to use the contents of the site in a strictly private context, any use for commercial and advertising purposes is strictly forbidden.

Any total or partial representation of this site by any process whatsoever, without the express permission of the operator of the website would constitute an infringement punishable by Article L 335-2 and following of the Code of Intellectual Property.

It is recalled in accordance with Article L122-5 of the Code of Intellectual Property that the User who reproduces, copies or publishes the protected content must cite the author and its source.

## **ARTICLE 5 : Responsibility**

The sources of the information provided in the "Spacetime Capsule " application are believed to be reliable but are not guaranteed to be free of defects, errors or omissions.

The communicated information is presented as an indication and general without contractual value. In spite of regular updates, the "Spacetime Capsule " application cannot be held responsible for the modification of administrative and legal provisions occurring after the publication. Likewise, the application cannot be held responsible for the use and interpretation of the information it contains.

The "Spacetime Capsule " application cannot be held responsible for possible viruses that could infect the computer or any computer equipment of the Internet user, following use, access or downloading from this application.

The responsibility of the application can not be engaged in case of force majeure or unforeseeable and insurmountable fact of a third party.

### **ARTICLE 6: Applicable law and jurisdiction**

French law applies to this contract. In the event of failure to resolve a dispute between the parties amicably, the French courts shall have sole jurisdiction.

For any question relating to the application of the present GTU, you can contact the editor at the coordinates listed in ARTICLE 1.