

# Terms and Conditions of Use of sparknap.com

## ARTICLE 1: Object

These "terms and conditions of use" are intended to provide a legal framework for the use of the sparknap.com website and its services.

This contract is concluded between:

The website manager, hereafter referred to as "the Publisher",

Any corporation or individual who meets the age requirements and wishes to access the site and its services, hereafter called "the User".

All Users must accept the general terms and conditions of use, and their access to the site constitutes acceptance of these conditions.

## ARTICLE 2: Legal notice

The site sparknap.com is hosted by:

1&1 Internet Limited  
Discovery House  
154 Southgate Street  
GB GL1 2EX Gloucester  
+44.3333365691  
privacy@1and1.fr

Contact email address of the Publisher: [contact@sparknap.com](mailto:contact@sparknap.com)

For any questions relating to data protection, you can contact the following company:

1&1 Internet SARL  
Service protection des données  
7 place de la Gare - BP 70109  
57201 Sarreguemines Cedex  
legal@1and1.fr

## ARTICLE 3: Definitions

The purpose of this clause is to define the various essential terms of the contract:

- User: this term refers to anyone who uses the site or any of the services offered by the site
- User content: these are the data transmitted by the User within the site.
- Member: the User becomes a member when he has logged in.

# ARTICLE 4: User generated content

You may submit content, including text, images and photographs to the sparknap.com site (collectively, "User Generated Content"), provided that you abide by these common sense rules:

- *If you post it, you own it*

Think twice before you publish. Would you want your family, friends, colleagues, or others to read or see the content you post? Keep in mind that even if original content can be deleted, the content that is shared and distributed through an array of channels can be reposted, searched, and found on the Internet.

- *Respect the law, including with regard to intellectual property*

It is critical that you show proper respect for the law generally, and specifically for the laws governing copyright and fair use of copyrighted material. You should not quote more than short excerpts from someone else's work. It is good general practice to link to others' work. Use appropriate symbols to mark the first appearance of trademarked terms in your content. Do not post images, music or other copyrighted content unless you own them or have permission from the owner to display such content in this context. Keep in mind that the laws may differ depending on where you live.

- *Treat others like you want to be treated, i.e. with respect*

Be respectful of others' opinions and beliefs. Use common courtesy when posting content: refrain from abusive, obscene, or offensive language, images, or links. Do not post content from, or links to, Internet sites that feature sexual content, gambling, or that advocate intolerance of others; and do not create such content on sparknap.com.

- *Do not post confidential or proprietary information*

By posting content on sparknap.com, you are agreeing to allow anyone with access to the site to access it and use it without restriction, except with regard to any applicable intellectual property rights that you or others may have in such content. You agree that you will not post or transmit material that is confidential or proprietary to you or a third-party.

- *Make sure that your group's name is not a registered name of someone else's corporation*

When you create a group on the Sparknap website, we do not check whether the name you choose for your group corresponds or not to an existing legal entity, nor if you are its legal representative.

That is why it is important that you take the time to check, for example making a query in a search engine on the web, that the name you give to your group on the site sparknap.com does not already correspond to the name of any company. In other words, you can choose the name of your Sparknap group as the name of a company only if you have the charge or the express authorization of this one. If you violate this rule, you alone will assume all responsibility in the event of a dispute (for example, usurpation of a legal entity's digital identity), and of course, the name of your group may be changed at any time without notice. And if you are in the situation of representing the corporation whose name is used by someone else for its Sparknap group, you can report it to us by contacting us via the contact form of the site. In that case, do not forget to provide us the official e-mail address of your company so that we will could answer you and carry out the verifications. Although we decline any responsibility in the event of litigation, we undertake to do our best to prevent and settle such incidents amicably.

## ARTICLE 5: Access to services

The User must be at least 16 years old to be able to access the services of the site sparknap.com. He will be expressly asked if he meets this condition when creating a personal space.

The User of the site [www. sparknap.com](http://www.sparknap.com) has access to the following services:

- View all or part of the content of articles published on the site
- View public personal or group posts published by site members
- Contact the Publisher (by following the "Contact Us" link) if necessary
- Register on the site
- Log in with your username and password

Any User with access to the Internet can access the site free of charge and from anywhere. The costs incurred by the User to access it (internet connection, computer equipment, etc. ) are not supported by the Publisher.

Les services suivants ne sont pas accessibles pour l'Utilisateur que s'il est membre du site (c'est-à-dire qu'il est identifié à l'aide de ses identifiants de connexion) :

The following services are accessible to the User only if he is a member of the website (i.e. if he has logged in):

- Publish, edit and delete public personal posts
- Create, modify and delete (if there are no other members in the group) its own groups. The groups on sparknap.com are well-ordered, dynamic structures, whose members are ranked hierarchically, each having one or more well-defined roles, or positions. Some content can only be published within groups, such as articles like the press reviews, or public or restricted group posts. Groups are transferable entities and can therefore be administered by one or more Users, or can be transferred from one User to another (for example after a vote of the group members). The group administrator defines the group's mode of governance: autocratic or democratic. Finally, until further notice, the group holds the rights to the content published within it in the same way as the author of the content. This balance between copyright and publishing rights may be revisited at some point in the future in order to provide more flexibility.
- Within a group, the User will have one of the following roles:
  - Just a member: can add public or restricted access messages to group members
  - Creator, who can also publish articles
  - Editor, able to edit the content of the group
  - Moderator, able to edit and delete group content
  - Operator, able to edit, delete content and block access to group content to certain Users outside the group
  - Recruiter, who can invite other Users to join the group
  - HR Manager, who can admit new Members to the group and can also exclude others

- Manager, able to do all of the above, in addition to being able to arbitrarily assign a new role to a member who has a subordinate role
- Administrator, being able to do all the above, in addition to being able to modify the group cardinally, even to remove it if there are no more members in the group.
- Publish, modify and delete articles within groups of which the User is a member
- Invite other users to join your group by offering them one of the available roles
- Apply to join a group by specifying the desired role
- The group administrator may hold elections if the mode of governance of his group allows it
- The election must be planned at least one month in advance so as not to take anyone by surprise. This period may be shortened in a foreseeable future
- The User, as a member of a democratic group, has the right to vote to elect a new director from among the candidates running
- The administrator of a democratic group may make the decision to modify the group to make it autocratic
- The User may block other users so that they cannot access its content such as public personal posts. Similarly, he may be blocked by other users
- The User may report content that he deems abusive or irregular in any way whatsoever. This is highly recommended.

The Publisher may interrupt or suspend the site and its various services, in particular during maintenance, without prior notice or justification.

## ARTICLE 6 : User's liability

The User is responsible for the risks associated with the use of his login and password.

The User's password must remain secret. In case of password disclosure, the Publisher declines all responsibility.

The User assumes full responsibility for the use he makes of the information and content on the sparknap.com site. Any use of the service by the User directly or indirectly resulting in damage must be compensated to the benefit of the site.

The site allows members to publish on the site:

- Personal public messages (also called posts), outside any group
- Messages called "group posts", which differ from the messages mentioned above by their community character, i. e. they belong both to the group and to the User who is the author. In addition, these "group posts" are divided into two sub-categories: public, which can be seen by everyone, and restricted to group members and subscribers (the action of subscribing will only be available a few weeks after the launch of the site); - Articles, provided they are part of a group and occupy a position that allows the publication of articles
- Personal public posts, not attached to any group ;
- So called « group posts », that differ from the ones mentioned above by their community aspect, i.e. they belong both to the group and to the User who is the author. In addition, these "group posts" are divided into two sub-categories: public, which can be seen by everyone, and restricted to group members and subscribers (the action of subscribing will only be available a few weeks after the launch of the site);
- Articles, provided the User belongs to a group and has a position that allows the publication of articles

The User agrees not to publish pornographic content, to make statements respectful of others and the law and accepts that the Publisher could moderate or refuse his publications, without obligation of justification.

## ARTICLE 7: Publisher's responsibility

The Publisher is not responsible for any malfunction of the server or network.

The responsibility of the site can not be committed in case of force majeure or the unpredictable and insurmountable fact of a third.

The site [sparknap.com](https://sparknap.com) is committing to implement all necessary means to guarantee the security and confidentiality of data. However, it does not guarantee total safety.

The Publisher keeps the right not to guarantee the reliability of the sources, although the information published on the site is deemed reliable.

## ARTICLE 8: Intellectual property

The trademarks, logos, signs and other content of the site are protected by the Code of Intellectual Property and more specifically by copyright.

The User requests the prior authorization of the site for any reproduction, publication, copy of the various contents.

The User agrees to use the contents of the site in a strictly private setting. Use of the content for commercial purposes is strictly prohibited.

Any content posted by the User is his sole responsibility. The User agrees not to put on line content that may affect the interests of third parties. Any court action brought by an injured third party against the site will be borne by the User.

The content of the User may be at any time and for any reason deleted or modified by the site. The User receives no justification and notification prior to the deletion or modification of the User Content.

Members of a Sparknap group who have the appropriate competence may freely moderate or delete the content posted by that group.

## ARTICLE 9 : Personal data

To register on the site, the User must provide a display name, a user name, an e-mail address and a password. The display name may be the User's real name or a pseudonym. Any visitor of the site may view both display name and username of any registered User.

The website [sparknap.com](https://sparknap.com) may use the User's e-mail address for the communication of various information and account management.

The User can also add, modify or delete an avatar, i.e. his profile image, via his personal space. The User's password is encrypted before being stored in Sparknap's database.

Sparknap.com guarantees the protection of personal data and respect for user privacy, in accordance with the General Data Protection Regulation (GDPR).

In accordance with the French law n°2018-493 of 20 June 2018 and articles 12, 13 and 14 of the GDPR, the User has a right of transparency, access, rectification, deletion and opposition of his personal data. The User exercises this right via the following means:

- His personal space on the site;
- A contact form;
- By email to [contact@sparknap.com](mailto:contact@sparknap.com)

The User may at any time exercise his right to portability, in accordance with the GDPR standards, by downloading his personal data in JSON or PDF format via his personal space on the site. For security reasons, this does not concern the User's password.

Thanks to a subcontracting agreement concluded with 1 & 1 IONOS, the User's personal data is processed securely on the 1 & 1 IONOS servers, as 1 & 1 IONOS ensures the implementation of the legal requirements for data protection.

## ARTICLE 10: Hypertext links

May contain a number of hypertext links to other sites. However, does not have the ability to check the content of the sites visited, and therefore assume no liability for this fact.

It is possible for a third party to create a link leading to any page of Sparknap website without the express permission of the publisher.

## ARTICLE 11: Evolution of the contract

The site reserves the right at any time to modify the clauses stipulated in this contract.

## ARTICLE 12: Duration of the contract

The duration of this contract is indefinite. The contract has effect with respect to the User from the beginning of the use of the service.

## ARTICLE 13: Applicable Law and Jurisdiction

French legislation applies to this contract.

In case of absence of amicable resolution of a dispute born between the parties, only the courts of PARIS are competent.