

Terms of use

The purpose of these terms of use (hereinafter “**Terms of use**”) is to set out the rules for the use of the Website and its services by any person browsing the Website (hereinafter the “**User**”).

I. Legal Information

The share-twin.com website (hereinafter the “**Website**”) is published by:

[GEODE-SOLUTIONS](#) a simplified joint stock company, with registered office at 2 AVENUE DU PRESIDENT PIERRE ANGOT 64053 PAU, FRANCE with share capital of €12,000.00, registered with the Pau Trade and Companies Register under number 852 994 789, represented by Arnaud Botella

And

[IFP Energies Nouvelles](#), a public establishment of an industrial and commercial nature, whose registered office is located at 1 ET 4 AVENUE DE BOIS-PRÉAU, 92500 RUEIL-MALMAISON, FRANCE, and which is registered in the Nanterre Trade and Companies Register under number 775 729 155, represented by Benjamin Herzhaft.

GEODE SOLUTIONS and IFP Energies Nouvelles are hereinafter together referred to as “**Share-Twin**”.

The Website's publication director is Pierre Anquez, in his capacity as Managing Director of GEODE-SOLUTIONS.

The Website is hosted by:

- For the front-end part: Netlify, whose registered office is located at 2325 3rd Street, Suite 215, San Francisco, California 94107 in the United States ;
- For the back-end part: Amazon Web Services, whose registered office is located at 440 TERRY AVENUE NORTH, Seattle, Washington 99404 in the United States.

The Website was designed by Geode-solutions.

II. Terms of use

1. Purpose

The Website is intended to offer a single environment/interface, into which geographic, geologic and buried infrastructures information can be imported and visualized together.

To this end, the Website provides a free online multi-user platform that enables a 3D digital twin of the natural environment and man-made infrastructure to be built and shared for planning and communication purposes (hereinafter the “**Software**”).

2. Acceptance

The User shall accept the following documents before browsing the Website and using the Software:

- The current Term of use ;
- The use instructions/ tutorial displayed within the Website ;
- The Privacy policy https://share-twin.com/personal_data_policy
- Acceptance of these Terms of Use also implies full acceptance of the terms of the license chosen by Share-Twin for the Software, i.e. the GNU LESSER GENERAL PUBLIC LICENSE v. 3.0. [<https://www.gnu.org/licenses/lgpl-3.0.en.html>].

To this extent, if the User does not accept these documents, the User will not be able to use the Website or the Software or any related services.

Share-Twin reserves the right to modify, suspend or terminate the Website, the Software and/or these Terms of Use at any time, at its sole discretion and without notice. Share-Twin may also impose limits on certain services and features or restrict User access to the Website/ the Software without notice, for technical or maintenance purposes.

The User shall regularly review the Terms of Use in the event of any such modifications.

3. Use of the Website and the Software

The Website and the Software are made available free of charge for the User to visualize the results of a data combination in a 3D environment. The Software is currently accessible on the Website without it being necessary for the User to create an account.

The Website can be accessed from a smartphone, tablet, or computer, from any location as long as the minimum technical conditions are met, particularly in terms of access to the Internet and the technical compatibility of the equipment used. The User must therefore use a browser that natively supports ECMAScript 2015. More information can be found on the following website: <https://caniuse.com/es6>

The Software is a tool made available by Share-Twin to the User. When using the Software, the User may import information, data, images, models, graphics or any other type of content (hereinafter referred to as "**User Content**") in order to visualize a 3D result combining such User Content (hereinafter referred to as the "**User Result**").

As it stands, the User Result cannot be extracted from the Software, nor can it be saved. These options will be available through the next versions of the Software.

Once the User Content has been processed by the Software, it is displayed as geometric data only.

SHARE-TWIN ONLY PROVIDES THE USER WITH A TOOL, FREE OF CHARGE, TO HELP HAVING A BETTER UNDERSTANDING OF BURIED INFRASTRUCTURE OR GEOLOGICAL INVESTIGATIONS.

ALL USER RESULTS DEPEND ON THE ACCURACY, THE QUALITY AND RELEVANCE OF THE USER CONTENT AND THE USER'S COMPLIANCE WITH THE APPLICABLE TERM OF USE. SHARE TWIN DOES NOT CONTROL SUCH DOCUMENTS. THE SOFTWARE IS PROVIDED FOR INFORMATION PURPOSES ONLY. IT IS NOT INTENDED TO REPLACE INTERVENTION OF ANY STRUCTURAL OR GEOLOGICAL EXPERT (INCLUDING EXPERT ANALYSIS, ENGINEERING STUDIES, ETC.).

4. Intellectual property

4.1. Share-Twin's Intellectual Property Rights

Share-Twin owns all existing intellectual property rights notably trademarks, domain name, designs and models, author rights, copyrights, patent, databases, etc.) over all or part of the content related to or offered on the Website and the Software (including, software, texts, information, designs, videos, photographs, sounds, images, visuals, databases, illustrations, graphic elements, source code, object code, etc.) – hereafter referenced as "**Share-Twin's Intellectual Property Rights**".

Users cannot claim any rights over all or part of these elements. Any use of them shall strictly comply with the Term of use.

The User undertakes not to infringe, directly or indirectly, Share-Twin's Intellectual Property Rights over the Software and the Website and to take, where applicable, in respect of its staff, all measures necessary to ensure the respect of the said Holder's intellectual property rights.

The Software's codes are subject to the license GNU LESSER GENERAL PUBLIC LICENSE v. 3.0. The User shall fully comply with such license before using the targeted Software source code. The license can be accessed at the following address: [<https://www.gnu.org/licenses/lgpl-3.0.en.html>].

4.2. User's Property rights

The User Content remains the User's property, under its sole responsibility.

5. Liability

The User undertakes to use the Website and the Software fairly and in accordance with the regulations in force.

To this end, the User notably undertakes not to:

- use the Website or the Software outside the conditions expressly set out in the Terms of use, data policy, and the applicable open-source license,
- use the Website or the Software for fraudulent, unlawful, or ill-intentioned purposes,
- corrupt the User Content submitted on the Website or on the Software, or corrupt the User Result obtained,
- usurp the identity of any person,
- submit User Content containing images, software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law, unless the User owns or has rights over such material,
- use of any unlawful User Content is prohibited,
- use User Contents which are not directly and strictly linked to the purpose of the Website and the Software (i.e. article 1 of the Term of use),
- use the User Results for another purpose than those described in Article 1 of the Term of use,
- interfere or attempt to interfere with, interrupt or attempt to interrupt the normal operation of the Website or the Software, by depositing viruses, Trojan horses, files, or malicious computer programs,
- in general, disrupt or attempt to disrupt the use of the Website and the Software by third parties.

The User shall be solely liable, whether to third parties or to Share-Twin, for any damage that may result from any breach of the undertakings listed above.

Share-Twin cannot be held liable in any way whatsoever in the event of:

- inaccessibility of the Website and/or the Software, in whole or in part, due to an update or ongoing maintenance operations,
- malfunction or damage to the User's information systems,
- financial consequences and/or damage resulting from consultation of the Website/ use of the Software in breach with the Terms of use,

- infringement of third-party rights due to User Content imported by the User into the Website/ Software,
- direct, indirect or unforeseeable damage caused by consulting the Website/ using the Software,
- direct, indirect or unforeseeable damage caused by the User Results, since the Software is proposed for information purpose only and is not a substitute for expert advice,
- more broadly, any consequences linked to a breach by the User of these Terms of use or linked to a violation of Share-Twin's rights.

Share-Twin does not claim ownership of the Content that the User submits for visualization on the Website/ the Software.

Share-Twin cannot be held liable for any consequences or damage, direct or indirect, that may result from the use of the Website and/or the Software, insofar as its proper functioning depends on the quality of the User's Internet connection, as well as on the performance of the User's equipment and the way in which the User has configured it.

The User understands and acknowledges that all User Content inserted on the Website and/or the Software is its sole responsibility as well as any use that the User may wish to make of the User Result.

Finally, in view of the global nature of the Internet, the User undertakes to comply with all rules of public order relating to the behavior of Internet users and applicable in the country in which he uses the Website and/or the Software. The User acknowledges and accepts the risks inherent to the Internet.

6. Software warranties

The User is invited to consult the license chosen by Share-Twin for the Software, i.e. the license GNU LESSER GENERAL PUBLIC LICENSE v. 3.0.

The license can be accessed at the following address: [\[https://www.gnu.org/licenses/lgpl-3.0.en.html\]](https://www.gnu.org/licenses/lgpl-3.0.en.html)

7. Related services

Under no circumstances does the Terms of use oblige Share-Twin to provide technical assistance services on the Software.

Share Twin may provide professional services related to the Software. The terms and conditions of such services are set out in a separate agreement.

8. Personal data and cookies

In connection with the use of the Website and the Software, Share-Twin collects and processes Users' personal data. The User is invited to read the Personal Data Policy available at the bottom of the Website.

It also uses only technical cookies. These cookies allow the User to navigate through the Website and the Software, and to use the different options or services that exist within them, including those that Share-Twins uses to allow the management and operation of the Website and the Software, and to enable their functions and services.

9. Claims and litigation

The Terms of Use are governed by French law.

For any complaint, the User may send his request by email to the address contact@share-twin.com, or by postal mail to the following address: Geode-solutions, Technopole Hélioparc, 2 avenue du Président Pierre Angot, 64000 Pau, France.

In the absence of an amicable solution with Share-Twin, any dispute will be referred to the competent French courts.

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