

MUDDLES GENERAL CONDITIONS OF USE
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General terms and conditions of use updated to January 12, 2021

1. DEFINITIONS

Under these General Terms and Conditions of Use (GTCU), all the following capitalized terms have the meanings set out below and are understood in both the singular and plural:

- **Application :** IT solution that allows the User to use the Functionalities and Services offered by MUDDLES;
- **GCU :** The General Terms of Use are made available on the Application. They define and delimit the conditions of use for any person who accesses and uses the Application;
- **Account :** Access system requiring an email address and a unique password and allowing access to certain features of the Application;
- **Data :** Any element (information, texts, photographs, messages, etc.) collected by the User and implemented by him within the Application and Services through its use;
- **Personal data :** Refers to any information relating to an identified or identifiable natural person; an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more elements specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity;
- **Functionality :** Each element implemented, accessible and usable by a User when browsing the Application;
- **Day :** Refers to a calendar day in France;
- **Means of Access :** Methods and/or functions by which the User can access one or more Services in order to use them for his/her own needs;
- **MUDDLES :** Refers to the publisher of the Application and/or the Application, depending on the circumstances;
- **Operator :** A company that operates various electronic telecommunications networks necessary to access and use the Services;

- **Part :** Means one of the signatories of these GCU, with an account ;
- **Profile :** Page presenting a User with an Account, and accessible only to Users logged into their Account;
- **Services :** All the services made available to the User by MUDDLES and accessible via the Means of Access;
- **Third party :** Refers to natural or legal persons who have not accepted these GCU, who are not linked by common ownership or control to MUDDLES or other individuals unrelated to MUDDLES and/or the User ;
- **User :** Refers to any individual or legal entity accessing the Application.

2. SUBJECT OF THE GENERAL CONDITIONS OF USE

The purpose of the present General Terms of Use is to define the terms and conditions of availability of the Services of the MUDDLES Application and the conditions of use of the Services by the User.

The purpose of the present Terms of Use is also to determine the terms and conditions for the creation and management of an Account.

By accessing the Application, the User expressly acknowledges having read these Terms and Conditions of Use and undertakes to comply with them.

For any request for information or contact, the User undertakes to contact MUDDLES by email contact@muddles.fr.

3. ACCEPTANCE OF THE GENERAL CONDITIONS OF USE

These General Terms of Use apply to all Services made available by MUDDLES on the Application as presented herein.

The GCU can be consulted at any time from the Application. The User accepts that these GCU will not be sent to him/her on paper.

In the event that the User does not wish to accept all or part of these GCU, the User is requested to renounce all use of the Services.

The mere access by any person with an Account to the Application implies full and complete acceptance of the GCU.

In this respect, the User alone is obliged to read the GCU on his first access and throughout the connections he makes.

The present GCU are completed by :

- The legal notices of the Application;
- The Personal Data Protection Policy.

4. DESCRIPTION OF THE APPLICATION

The MUDDLES Application is an application dedicated to the smartphone and tablet allowing access to the MUDDLES social network.

The purpose of this social network is to allow its users to participate, directly or indirectly, in online debates and discussions on various topics. The Application also provides for a ranking system between debtors, based on the number of "likes" that the debtor in question has.

The Application is downloadable only from the ANDROID STORE and the APP STORE.

The MUDDLES Application is available in French and English.

5. ACCESS TO THE APPLICATION

The simple access to the Application does not require an access code or identifier.

Both the Application and the Services are accessible and usable twenty-four hours a day (24 hours a day) and seven days a week (7 days a week), provided that you have a computer terminal enabling you to connect to the Internet network and Internet access.

The Application is accessible free of charge to any User with Internet access. All costs relating to access to the Service, whether they be hardware, software, or Internet access costs, shall be borne exclusively by the User. The User is solely responsible for the proper functioning of his computer equipment as well as his access to the Internet.

MUDDLES reserves the right to refuse access to the Service, unilaterally and without prior notification, to any User who does not comply with these GCU.

MUDDLES uses all reasonable means at its disposal to ensure quality access to the Service but is under no obligation to do so.

Furthermore, MUDDLES cannot be held liable for any network or server malfunction or any other event beyond reasonable control that prevents or degrades access to the Service.

MUDDLES reserves the right to interrupt, temporarily suspend or modify access to all or part of the Service for maintenance or any other reason without notice, without incurring any obligation or compensation.

The Application and the Services are intended only for persons of legal age and capacity. Any access or use of the Application or Services by a person who is not of legal age is strictly prohibited.

By accessing or using the Application or the Services, the User declares and guarantees that he/she is of legal age and has full legal capacity.

6. DESCRIPTION OF THE SERVICES MADE AVAILABLE BY THE APPLICATION

All of these items are referred to herein as "Services".

6.1. Features accessible to Users from the Application, without access to an Account

From the Application, without prior registration to a Personal Account, Users can :

- Access the online account creation form;
- Access general information about the Application Services;
- Contact MUDDLES in order to take advantage of its Services, or for any other reason;
- Access links to social networks managed by MUDDLES;
- Access information relating to Data Protection, the general terms and conditions, the cookie management policy and the legal notices of the Application.

These Services are accessible to all Users of the Application, regardless of their location.

6.2. Functionalities accessible from the Application to Users connected to their Account

From the Application, once logged into their Account, Users can :

- Access a personal interface to manage their Account;
- Access their profile and, if necessary, modify at any time the personal information they provided when creating their Account;
- Access the profiles of other Users with an Account;
- Access the discussion interface of the Application in order to :
 - Access the list of ongoing debates;
 - Create a new topic of debate ;
 - Participate in an existing debate, either an open debate or a closed debate;
 - Submit an assessment during a debate;
 - Invite a person to debate a topic;
 - Report a comment and/or debate that does not comply with the rules of use set forth herein;
 - Close the debate;
 - Delete the debate ;
- Add, accept or remove another User with an Account as a relationship on the Application ;
- Contact another User with an Account via the private online chat interface;
- Report a User;
- Switch to "private mode" so that only Users who are being tracked by the User in "private mode" can access that User's content;
- Block a User;

- Change your privacy settings;
- Log out of the Application.

7. CREATION AND MANAGEMENT OF AN ACCOUNT

7.1. Conditions related to the creation of an Account

The creation of an Account is reserved for major Users with legal capacity.

MUDDLES reserves the right to refuse registration without justification, and to verify any registration in order to validate it.

In this context, MUDDLES may require certain additional documents from the User wishing to create an Account, in order to verify the statements made by the User when registering on the Application.

7.2. Necessary steps for the creation of a personal Account

In order to be able to access certain features of the Application, as mentioned above, it is necessary to have an Account.

7.2.1. Information to be provided in order to create an Account

When creating an Account, the User can fill in the following information:

- First name and Last name ;
- Email address;
- Date of Birth ;
- Gender;
- Password.

The User agrees to provide real and current information.

In case of erroneous information or identity theft, the User is responsible and MUDDLES reserves the right to exclude the User from the Application without notice.

7.2.2. Acceptance of the GCU

Any creation of an Account requires prior acceptance of these GCU.

7.2.3. Loss of email address and/or password

The User's email address and password are strictly personal and confidential. The User is responsible if he communicates these elements to third parties. The User is advised to disconnect from his Account at the end of each use.

The User is responsible for maintaining the confidentiality of his email address and password. In the event of a security problem concerning the Application and the Services, in particular

relating to the e-mail address and/or the password, the User concerned undertakes to inform MUDDLES immediately. Any User who encounters any risk with respect to his password must change it immediately after informing MUDDLES. The User acknowledges that MUDDLES has the right to take all appropriate measures in such a case.

If the User loses his/her password, he/she may receive a new password at the e-mail address he/she provided when registering by clicking on the "Forgotten Password" button on the page allowing access to his/her Personal Account.

7.2.4. Audits

In order to ensure transparency, to comply with the conditions set for the creation of Accounts and to improve the Service, MUDDLES may, at its sole discretion and for the purposes of transparency, compliance with the conditions set for the creation of Accounts and the improvement of the Service, verify the information communicated by the User when creating the Account.

7.3. MANAGEMENT OF THE ACCOUNT

Each User with an Account can add the following items:

- User Description ;
- Photograph related to the User;
- Profile banner;

The elements implemented on the User's profile must belong to the User or the User must have previously obtained a license right or a right to use the contents used.

These elements, as well as the elements related to the creation of an Account, may be modified at any time by the User by accessing his Account through the Application.

The User undertakes to have only one Account, which is personal.

In this respect, the User undertakes not to transfer his Account to a Third Party without the prior authorization of MUDDLES.

7.4. ACCESS TO SERVICES REQUIRING AN ACCOUNT

In order to use the Services requiring an Account, Users must use the username and password created when opening the Account.

These elements are placed under the full and sole responsibility of the User benefiting from an Account.

7.5. DURATION OF THE ACCOUNT

Each Account is subscribed for an indefinite period of time.

However, MUDDLES reserves the right to close an Account, after prior notification, in the event of inactivity by the User during a specified period of time.

For more information, please consult the MUDDLES Privacy Policy.

7.6. CLOSING OF THE ACCOUNT

In the event that a User does not comply with the obligations stipulated herein, MUDDLES reserves the right to temporarily or permanently exclude a User from the Application without prior notice.

8. DEBATES AND PARTICIPATION IN DEBATES

8.1. Debate creation and participation

Each User with an Account can create a debate on the Application, via the interface provided for this purpose.

The User thus has the choice between the creation of an "open debate" or a "closed debate".

Open debates are open to all Users of the Application, who can participate in the debate by leaving a comment or appreciation. Each comment submitted by a User participating in the open debate may be subject to an appraisal.

Closed debates oppose two Users with an Account on a subject determined by one of them. The other Users cannot participate in this closed debate and cannot leave comments. The other Users can simply give a positive or negative appreciation to a participant in the closed debate, in order to determine the winner.

8.2 Invitation to a debate

Each User of an Open Debate may invite another User to participate in the Debate.

Any creator of a closed debate may invite another User to participate in the debate he or she has created.

8.3. Competition between Users participating in a Debate

Each User may submit an appreciation in the context of a debate, in favour of a participant, using the buttons provided for this purpose.

All Users participating in an open or closed debate may be the subject of an appraisal by other Users of the Application.

The User who wins the debate is the User who receives the most ratings in his or her favour during a debate.

8.4. Closing a debate

At any time, the creator of a debate can decide to close a debate in progress by using the button provided for this purpose on the Application.

9. RELATIONS BETWEEN USERS

The User chooses to use the Application and the Services at its own risk. The User acknowledges and agrees that MUDDLES is under no obligation to conduct background checks on Users.

However, MUDDLES may conduct such background checks, at its sole discretion, to the extent permitted by applicable law, and if it has sufficient information to identify a User.

If MUDDLES chooses to conduct such checks, to the extent permitted by applicable law, MUDDLES disclaims all warranties of any kind, express or implied, that such checks will identify any past misconduct of a User and does not warrant that a User will not engage in future misconduct.

MUDDLES makes no warranty regarding the accuracy, timeliness, truthfulness, completeness, or reliability of any information exchanged between Users and obtained through the Application or Services.

No advice or information, whether oral or written, obtained from MUDDLES or through the Application or the Services constitutes a warranty other than those expressly stated herein.

The User is solely responsible for all communications and interactions with other Users of the Application or the Services and with other persons with whom the User communicates or is in contact when using the Application or the Services.

MUDDLES makes no representations or warranties regarding the conduct of Users of the Application or Services or their compatibility with current or future Users of the Application or Services.

The User agrees to take reasonable precautions when communicating or having contact with other Users of the Application or Services and with any person with whom the User communicates or has contact in connection with the Use of the Application or Services, specifically in the event that Users choose to meet offline or in person, whether or not such meeting is arranged by MUDDLES.

MUDDLES expressly disclaims any liability for any act or omission by any User of the Application and Services or other Third Parties.

Each User may report to MUDDLES any conduct of another User that does not comply with these Terms and Conditions of Use.

Finally, any User may decide to block another User so that the latter can no longer contact him/her directly through the Application.

10. USERS' OBLIGATIONS

The User is solely responsible for his behaviour on the Application and for the comments he makes during his exchanges with other Users, during exchanges made on the Application.

In this respect, the following actions are prohibited on the Application:

- Using another User's Account;
- Usurp the identity of an individual or legal entity when creating an Account;
- Making false statements when creating and/or updating an Account;
- Not respecting the Terms and Conditions of Use;
- Failure to respect the rights of Third Parties.

Comments made by Users in their exchanges with other Users should not be :

- Communicate information (content, image, capture, etc.) relating to other Users without their authorization;
- Harm or be contrary to public order, morality or the law;
- Offend the sensitivity of other Users;
- Infringing in any way whatsoever on the rights, honor, reputation, privacy, image of any person;
- Be disparaging, defamatory of anyone;
- Be of an erotic, pornographic or child pornographic nature;
- Advise and/or promote a questionable, prohibited or fraudulent practice;
- Infringing on the security or integrity of any state or territory;
- Allowing third parties to obtain and/or use pirated software protected by copyright and/or subject to user licenses;
- Advertise or promote any company, brand, site, blog or forum.

11. NO A PRIORI MODERATION OF PROFILES AND COMMENTS

MUDDLES does not carry out any a priori control or moderation of any content or element (text, image, sound, video, hyperlink, etc.) posted or published by the User on the Application.

In this sense, MUDDLES does not assume any responsibility whatsoever with respect to such content or elements.

Each User remains able to report content or profiles that he or she believes do not comply with these GCU.

12. PERSONAL DATA

In application of the law 78-17 of January 6, 1978, modified by the law n°2018-493 of June 20, 2018, and of the General Data Protection Rule (GDPR) which came into force on May 25, 2018,

it is reminded that the personal data requested from the User is necessary for the processing of his order and the establishment of invoices, in particular.

This data may be communicated to potential partners of MUDDLES.

The processing of information communicated through the Application complies with legal requirements regarding the protection of personal data, the information system used ensuring optimal protection of such data.

The User has, in accordance with the national and European regulations in force, a permanent right of access, modification, rectification, opposition to portability and limitation of processing with regard to the information concerning him/her.

To obtain further information on data protection, we invite you to consult our Personal Data Protection Policy.

13. OWNERSHIP OF THE ELEMENTS PRESENT ON THE APPLICATION

With respect to everything it publishes on the Application, MUDDLES has and retains all rights, titles and interests in their patents, inventions, actors' rights, trademarks, domain names, know-how and any intellectual property rights.

MUDDLES is and remains the owner of the property rights relating to any element of the Services and Functionalities on the Application made available to the User, and more generally with regard to the IT infrastructure implemented, developed and made available as part of the Services.

The provision of the Services and Functionalities cannot be analyzed as the transfer of any intellectual property right to the User. The User is prohibited from reproducing any element of the Services and the Application, or any documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever without the prior and express consent of MUDDLES.

14. EXCLUSION OF LIABILITY

14.1. Operation of the application

As for the operation of the Application, MUDDLES is subject to a general obligation of means.

In the event of an interruption of access or use, of the Application and/or the Services, the liability of MUDDLES can only be engaged if the said interruption is prolonged or constant or by its sole fact and cannot be resolved within a reasonable period of time.

In case of force majeure or action(s) performed by any Third Party and/or damage caused by any Third Party, the responsibility of MUDDLES cannot be engaged.

MUDDLES cannot be held liable for any inconvenience or damage inherent to the access and/or use of the Internet and/or electricity network, in particular in the event of service

interruption(s), external intrusion(s) or presence(s) of computer viruses. The same applies to the needs, questions or problems of compatibility, interoperability and/or qualities inherent in the use of any physical or technical means allowing access to the Application or Services.

14.2. INFORMATION ABOUT THE APPLICATION

MUDDLES does not control the statements of Users.

MUDDLES excludes all responsibility for the behaviour of Users.

Users agree not to do anything to create the false impression that they are supported by, in partnership with, or acting on behalf of or for the benefit of MUDDLES, including without limitation, inappropriate use of any of MUDDLES' intellectual property.

The User acknowledges that data circulating on the Internet is not protected, in particular against possible misappropriation.

The User acknowledges that data circulating on the Internet may be regulated in terms of use or protected by property rights. The User is solely responsible for the use of the data he consults, queries and transfers on the Internet.

The User acknowledges that MUDDLES has no means of control over the content of the services accessible on the Internet.

15. HYPERTEXT LINKS

The hypertext links present on the Application directing Users to other Internet sites do not engage the responsibility of MUDDLES with regard to the content of these sites.

16. MODIFICATION OF THE GENERAL CONDITIONS OF USE

The present General Conditions of Use may be modified at any time by MUDDLES, unilaterally and without notice.

The General Terms of Use applicable to the User are those in force on the day of his connection to the Application, any new connection implying acceptance of the new General Terms of Use, as the case may be.

Any modification of the Terms and Conditions of Use shall be notified to the User from the Application.

17. ANTI-TELEPHONE SOLICITATION LIST

When the processing of the order involves the collection of your telephone data, you may register your telephone number free of charge, in accordance with Articles L.223-1 and R.223-

1 of the French Consumer Code, on the "<http://www.bloctel.gouv.fr/>" Application, on a list opposing telephone solicitation, called "Bloctel".

This registration allows you to avoid being solicited by telephone about a commercial offer.

You are reminded that this opposition is notably not applicable in the case of pre-existing contractual relations between the professional and the consumer, unless the consumer expressly refuses to be contacted by telephone and to consumers who have asked to be called back.

18. PARTIAL NULLITY

The possible cancellation of one or more clauses of the present General Conditions by a court decision or by mutual agreement between MUDDLES and a User shall not affect the other stipulations which will continue to produce their full and complete effect as long as the general economy of the contract can be safeguarded.

19. APPLICABLE LAW

These GCU are governed by French law.

20. COMPETENT JURISDICTION

All disputes to which the present General Conditions of Use may give rise, concerning its validity, interpretation, execution, resolution, consequences and consequences will be submitted to the competent court under the conditions of common law.

Prior to any contentious procedure, the parties shall attempt to settle their differences amicably.

MUDDLES LEGAL MENTIONS

Legal mentions updated on 12 January 2021

CONTENTS OF THE APPLICATION AND RESPONSIBILITY

Prior to any use, the user of MUDDLES is invited to read the General Conditions of Use (GCU) of the Application.

MUDDLES is an application dedicated to the smartphone and tablet allowing access to the MUDDLES social network.

The purpose of this social network is to enable its users to participate, directly or indirectly, in online debates and discussions on various subjects. The Application also provides for a ranking system between debtors. For more information, please consult the MUDDLES Application GCU.

MUDDLES strives to put a reliable and up-to-date Application online. Despite all the care taken, however, it is possible that errors or omissions may appear. Each user may therefore contact MUDDLES in the event that he or she discovers a flaw, a bug or encounters a problem accessing and/or using the Application.

The information and statements contained in this Application are submitted directly by users, in the context of one or more debates. MUDDLES cannot be held responsible for the use and interpretation of this information by Internet users.

Each user thus has freedom of expression on the Application, within the limits of the rules stipulated in the Application's GCU.

Thus, in the event that a subject or a reaction to a debate does not comply with the rules laid down, each user will be free to report this to MUDDLES so that the appropriate measures can be taken.

APPLICATION EDITOR

In accordance with the provisions of Article 6 III-1 of Law number 2004-575 of 21 June 2004 for the confidence in the digital economy (known as "LCEN"), we inform you that MUDDLES application is the exclusive property of Mr. Sid Ahmed FAHEM.

The publisher of the Application can be contacted:

- By post : 5 avenue André Malraux 54400 LONGWY, FRANCE

- By email: contact@muddles.fr

CREDITS

Director of the publication	Mr. Sid Ahmed FAHEM
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INTELLECTUAL PROPERTY

The content of the Application is protected by law, in particular by the provisions of the Intellectual Property Code.

All reproduction rights are reserved, including for downloadable documents and iconographic and photographic representations.

Users of the Application are therefore not authorised to extract, modify, distribute, transmit, broadcast, represent, reproduce, publish, transfer, or sell all or part of this Application or any lists of links obtained from the Application, nor to create derivative works from these documents or lists of links, except with the express prior authorisation of MUDDLES.

All data relating to users of the Application (name, photograph, text, description, participation in a discussion, etc.) remains the full and exclusive property of the user concerned, so that these elements may not be used by a third party without the consent of MUDDLES. d of the said user.

COMPANIES AND PERSONS MENTIONED IN THE APPLICATION

The Application respects people's right to their image and each User thus undertakes not to disclose the name or contact details of an identifiable natural person.

Any person who would like information concerning him/her to be removed from the content of the Application may request this by contacting MUDDLES by email: contact@muddles.fr.

USE OF THE GRAPHICAL ELEMENTS OF THE APPLICATION

- MUDDLES has the ownership and/or rights of use of all the illustrations used by the Application.

- MUDDLES has a graphic charter intended to govern the use of the logo and other identifying elements of MUDDLES. These elements may not be used without MUDDLES' express prior written consent. The same applies to the photos and illustrations appearing on the Application, which are also protected by the Intellectual Property Code.
- Any use of illustrations or photographs shown on this Application must be authorised in writing by contacting MUDDLES.

HYPERTEXT LINKS

- MUDDLES is free to reference, not to reference and to remove a link to any third-party site at any time.
- The Internet user who accesses the sites thus pointed to leaves the MUDDLES application and acknowledges that they are not under the control of MUDDLES. Consequently, MUDDLES cannot be held responsible for the content offered on these sites, nor for the links they contain, nor for any changes made to them.
- MUDDLES cannot be held responsible for the faulty transmission of information due to the hazards of the different networks making up the Internet, or for incompatibilities due to the Internet browser used by the user to consult this website.
- More generally, MUDDLES may not be held liable for any damage, direct or indirect, whatever the causes, origins, nature or consequences, even if it has been advised of the possibility of such damage, caused by the access of anyone to the Application and/or the impossibility of accessing it, and/or any use of the Application, including any damage or virus that may infect your computer equipment or any other property, and/or the credit given to any information coming directly or indirectly from the Application.

PROTECTION OF PERSONAL DATA

In accordance with European Regulation 2016/679 of 27 April 2016 (known as the "General Data Protection Regulation") and French Law 78-17 of 6 January 1978 (known as the "Data Protection Act") as amended, MUDDLES implements enhanced technical, legal and organisational measures to protect the personal data of users of the MUDDLES Application.

For more information, please consult the MUDDLES data protection policy.

MUDDLES DATA PROTECTION POLICY

Updated policy of 12 January 2021

The purpose of this personal data protection policy for the MUDDLES application is to inform users of the application and the online services offered of their rights and obligations regarding the collection of their data.

This protection policy also answers legitimate questions that users of our services may have during the use of the application.

It is thus recalled that, in particular, the French Data Protection Act (« *Loi Informatique et Libertés* »), as well as European Regulation 2016/679 of 27 April 2016 ("GDPR"), which came into force on 25 May 2018, provide for a specific system for the management and protection of Personal Data.

In this context, this policy aims to provide clear, complete, and true information on the means and methods used by the MUDDLES application in order to protect the data of its users and respect their rights.

In order that you may benefit from our services in complete security and confidence, this policy presents in a single document clear, simple, and truthful information regarding the processing of Personal Data carried out by MUDDLES.

Indeed, regarding our activities, we collect, process, and store a certain amount of Data concerning visitors to the application.

The purpose of this Personal Data protection policy is to inform Users of their rights, as well as the means used by MUDDLES to guarantee the security of your Data and compliance with the relevant legal and regulatory requirements.

It is within this framework that this Personal Data Protection Policy is set out.

This Policy is complemented by :

- Our legal mentions ;
- Our General Conditions of Use (GCU) ;

By taking advantage of the Online Services provided by MUDDLES, Users agree to respect and be bound by this Policy.

DEFINITIONS

Application	The MUDDLES Application, called MUDDLES, allowing the User to access the Services ;
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Account	Access system reserved for Users requiring an e-mail address and a password;
Account	Refers to an online Account on the Application ;
Data	Any element (information, texts, photographs, messages, etc.) collected by the User and implemented by him within the Application and Services through its use;
Personal data	According to Article 4.1 of the GDPR, means any information relating to an identified or identifiable natural person; an "identifiable natural person" means a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, identification number, location data, on-line identifier, or to one or more elements specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;
Functionality(ies)	Each element implemented, accessible and usable within the different Services;
Data Protection Act	Refers to Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms accessible on the Internet at the following address: https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000000886460
Means of access	Methods and/or functions by which the User can access one or more Services in order to use them for his/her own needs;
Operator	A company that operates various electronic telecommunications networks necessary to access and use the Services;
Policy	Refers to this Personal Data Protection Policy;
Processing Manager	According to Article 4.7 of the GDPR, means the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing; where the purposes and means of such processing are determined by Union law or the law of a Member State, the controller may be designated or the specific criteria for its designation may be laid down by Union law or the law of a Member State;
GDPR	Refers to European Parliament Regulation (EU) 2016/679 and the Council of 27 April 2016 accessible online at the following address: https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:32016R0679&from=FR
Services	All the services made available to the User by MUDDLES and accessible via the Means of Access;
MUDDLES	Refers to the publisher of the Application and/or the Application, depending on the circumstances;
Subcontractor	Refers, according to Article 4.8 of the GDPR, to the natural or legal person, public authority, service or other organisation which processes personal data on behalf of the Controller;

Treatment(s)	Means any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, limitation, erasure or destruction;
Third parties	Refers to natural persons who are not related to MUDDLES or other individuals unrelated to MUDDLES and/or the User;
User(s)	Refers to any natural person accessing the Application as well as any person benefiting from the Services;

1. WHO COLLECTS YOUR DATA (IDENTIFICATION OF THE DATA CONTROLLER)?

The person in charge of processing personal data is Mr. Sid Ahmed FAHEM, who can be contacted:

- By post: 5 avenue André Malraux 54400 LONGWY, FRANCE
- By email: contact@muddles.fr

Thus, MUDDLES, through its representative, alone determines the means as well as the purpose of collecting the Personal Data Processing necessary for the use of the Services by the User, as well as other Data necessary for the establishment of the contractual relationship, its monitoring and improvement.

2. WHAT ARE MUDDLES' ACTIVITIES AND SERVICES OFFERED?

The MUDDLES Application is an application dedicated to the smartphone and tablet allowing access to the MUDDLES social network.

The purpose of this social network is to enable its users to participate, directly or indirectly, in online debates and discussions on various subjects. The Application also provides for a ranking system between debtors.

For more information, please consult the MUDDLES Application GCU.

All of these elements are referred to in this Policy as "**Services**".

In order to be able to offer you the Services best suited to your expectations, we need to collect and process a certain amount of Personal Data.

3. ON WHAT OCCASIONS IS PERSONAL DATA COLLECTED?

On the Application, Personal Data are collected by MUDDLES:

- During visits to our Application (login details);

- When filling in one or more forms on the Application;
- When creating and managing an online Account;
- When participating in a debate;
- When a User reports a problem;
- When clicking on hypertext links to our social networks;
- During our exchanges and your actions on our social network pages;
- When monitoring the relationship between MUDDLES and its Users.

4. THROUGH WHICH INTERMEDIARY IS PERSONAL DATA COLLECTED BY MUDDLES?

4.1. CHANNELS FOR COLLECTING PERSONAL DATA ON THE INTERNET

Personal Data are collected by MUDDLES through :

- The Application;
- Direct contacts (telephone, e-mail, visits, etc.) between the User and MUDDLES;

MUDDLES is co-responsible for processing the pages present on the social networks listed above.

For any difficulty in using the pages listed above, the User may contact the operator in question (Facebook, Twitter or other), or contact MUDDLES.

5. WHAT ARE THE PURPOSES OF MUDDLES TO COLLECT PERSONAL DATA?

- MUDDLES collects your Personal Data for the following purposes:
- Provision of the Services as described above;
- Establishment and monitoring of the contractual relationship;
- Management of requests for access, rectification, portability (if applicable) and opposition rights;
- Statistical analysis.

The collection of Data is strictly limited to the fulfilment and monitoring of the above-mentioned purposes.

6. WHAT ARE THE LEGAL BASES FOR THE COLLECTION OF PERSONAL DATA?

Article 6 of the GDPR states that a processing operation is lawful only if at least one of the following conditions is met:

"a) the data subject has consented to the processing of his or her personal data for one or more specific purposes;

(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

(c) processing is necessary for compliance with a legal obligation to which the controller is subject;

(d) processing is necessary for the protection of the vital interests of the data subject or of another natural person;

(e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;

(f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, unless the interests or fundamental rights and freedoms of the data subject which require the protection of personal data prevail, in particular where the data subject is a child.

Point (f) of the first subparagraph shall not apply to processing carried out by public authorities in the performance of their tasks. »

In this respect, MUDDLES recalls that the Treatments carried out are based on :

- **The necessity relative to the execution of the pre-contractual and contractual relationship ;**
- **The legitimate interest of the Data Controller;**

In any case, we make sure that we do not disregard your interests or your fundamental rights and freedoms by allowing you, at any time, to oppose all or part of the processing described in this Personal Data Protection Policy.

The details of your rights concerning the Personal Data collected by MUDDLES are set out below.

In this context, in the event of an objection, we will inform you of the consequences of this objection on the performance of the requested service.

7. WHAT DATA IS COLLECTED BY MUDDLES?

As part of our Services, we collect and process the following Personal Data:

- **Collection based on the establishment of a contractual or pre-contractual relationship:**
 - Contact details: surname, first name, e-mail address, date of birth, gender, profile photo, banner, description.;

- **Collection based on legitimate interest :**

- Data related to the use and control of computer equipment: Data related to the use of equipment provided through the Application;
- Data related to participation in debates;
- Data related to alerts;
- Data related to exchanges between Users;
- Monitoring and marketing data: IP address, Connection data (dates, number of connections);

8. HOW DOES MUDDLES ENSURE THE SECURITY OF MY DATA?

With regard to the Data processed, MUDDLES attaches fundamental importance to the security and confidentiality of the Data that you communicate to us.

This Policy results in the Selection of Sub-Contractors and partners who meet the standards set out in the regulations in force.

In addition, each MUDDLES employee undertakes to comply with a strict security and confidentiality policy.

In summary, MUDDLES implements legal and organisational elements to ensure the best possible protection with regard to the typology and purposes of the Personal Data collected in order to protect said Data against alteration, accidental or unlawful loss, unauthorised use, disclosure or access.

In this respect, MUDDLES attaches high importance to :

- Raising the awareness of its employees to the requirements of confidentiality
- Submitting its Subcontractors to respect their confidentiality obligations;
- Securing access to its premises and computer platforms;
- Securing access, sharing and transfer of Data;
- The implementation of a general IT security policy;
- The demanding selection of partners and service providers based on their compliance with the GDPR, as well as with other regulatory obligations applicable in France.

8.1. DATA STORAGE

The Personal Data is stored on servers benefiting from appropriate security and located in Europe and benefiting from adequate security standards regarding the Data processed.

8.2. OBLIGATION OF CONFIDENTIALITY

All MUDDLES employees are subject to a strict obligation of confidentiality and are made aware of the need to comply with the provisions of the regulations on the protection of Personal Data.

In addition, all the Subcontractors selected by MUDDLES have affirmed that they respect their obligations in this respect and are subject to an obligation of confidentiality.

8.3. LOGIN EMAIL ADDRESS

Any access to the Account requires the communication of a unique email address and a personal password.

The password is strictly personal and must under no circumstances be communicated to a Third Party.

We also remind you that MUDDLES or any of our partners will never ask you to access your personal password.

If you receive a request for a password renewal when you did not request it, we invite you to ignore this request and contact MUDDLES as soon as possible. You may be asked to provide proof of identity.

In the event of loss of the password, the User may request the renewal of his/her password by means of the procedure present on the Application.

9. FOR WHAT LENGTH OF TIME CAN MY DATA BE STORED BY MUDDLES?

Please find below a list of the main shelf lives applied by MUDDLES_:

Type of data	Shelf-life
Data used to create and update an Account	Duration of a personal space In the event of continuous inactivity for 24 months, MUDDLES may have to delete the Account after informing the User in advance.
Audience measurement statistics data and raw traffic data from the Application	13 months
Satisfaction survey data and opinions	36 months

As a matter of principle, MUDDLES deletes the Data collected at the end of the contractual relationship, i.e., as soon as the User closes his Account, if applicable.

In the event of inactivity of the User's Account (no connection to the Application, etc.) for a continuous period of 24 months, the Data collected will be securely deleted. Prior to such deletion, MUDDLES may seek the User's consent to continue to use the User's Account, which would imply the retention of the Data by MUDDLES.

In the absence of a positive response from the User, the Data will be automatically deleted permanently and securely, except for certain statistical Data which will be anonymised and may be used to improve the MUDDLES user experience.

It is specified that in the event of deletion of the Account, all the Data presents will be deleted, except for the Personal Data that may be kept by MUDDLES on the basis of the legal obligation and with regard to the standards applicable to the processing in question.

At the end of the aforementioned storage periods, MUDDLES will delete all Personal Data in a definitive and secure manner. Upon request, the User may also receive a copy of the Data collected by MUDDLES until the deletion of his/her Account.

Printed on paper, the Personal Data will be securely destroyed, by cross-shredding or incineration of paper documents or otherwise and, if saved in electronic form, will be destroyed.

MUDDLES also reserves the right to retain strictly anonymised Statistical Data for a period longer than the aforementioned periods for research and scientific publication purposes only.

10. DOES MUDDLES COLLECT "SENSITIVE" DATA AND/OR DATA RELATING TO CHILDREN?

It is reminded that "Sensitive" Data is defined as follows by the GDPR :

"Information concerning racial or ethnic origin, political, philosophical or religious opinions, trade union membership, health or sex life. In principle, Sensitive Data can only be collected and used with the explicit consent of individuals. »

In this respect, MUDDLES specifies that, in principle, it is not required to collect Sensitive Data transmitted by the User when providing Services.

With regard to Personal Data relating to minors, it is also recalled that Recital 38 of the GDPR states that :

"Children deserve specific protection with regard to their Personal Data because they may be less aware of the risks, consequences and guarantees involved and of their rights linked to the processing of Personal Data. This specific protection should apply to the use of Personal Data relating to children for marketing purposes or the creation of personality or user profiles and to the collection of Personal Data relating to children when using services offered directly to a child. The consent of the holder of parental responsibility should not be required in the context of prevention or counselling services offered directly to a child. »

It is thus recalled that Article 7-1 of the French Data Protection Act sets the age limit for the use of Personal Data at 15 years old.

In this respect, it should be noted that the creation of an Account is reserved for adults only. In this context, MUDDLES do not intend to collect Personal Data from minors under the age of 15.

11. WHAT ARE THE OBLIGATIONS OF USERS?

As a preliminary, the User must ensure that he uses recognised and up-to-date internet access programmes, including the various ancillary modules enabling access to the Services.

The User undertakes to provide MUDDLES with accurate and up-to-date information concerning him/her directly.

In this respect, each User undertakes, when transmitting Data on the Application or online, to comply with the MUDDLES General Conditions of Use.

Finally, the User undertakes not to communicate (by e-mail, for example) any information not expressly requested by MUDDLES and necessary for the provision of the Services.

12. OPTIONAL OR OBLIGATORY NATURE OF THE PERSONAL DATA COLLECTED

Only the Data provided in a form field marked with an asterisk (*) are mandatory in order to benefit from MUDDLES' Services.

All additional Data provided by the User is not mandatory and may be provided by the User on an optional basis, to improve the User's experience on the Application and to enable MUDDLES to personalise its experience.

13. WILL MY CONTACT DATA BE USED FOR ADVERTISING PURPOSES? WILL I RECEIVE SPAM FROM MUDDLES?

MUDDLES do not carry out commercial canvassing via the sending of emails without the prior agreement of the User concerned.

You are reminded that, in accordance with the applicable regulatory and legal provisions, MUDDLES may only send you marketing or commercial offers if you have given your clear, unequivocal, and explicit consent to receive such material.

In this respect, acceptance ticks are provided, where appropriate, on the Application to obtain your consent on this point. It is also possible, at any time, to withdraw this consent in order to no longer receive such offers.

14. AUTOMATION OF TRANSMISSIONS AND PROCESSING

The Personal Data collected by MUDDLES is not subject to decisions based exclusively on automation.

Automation of decision-making or processing may be carried out in an ancillary manner but will always remain under the control of a human being.

15. WHERE IS THE DATA COLLECTED BY MUDDLES PROCESSED?

MUDDLES processes most of the Data on internal servers located in Europe.

Our Subcontractors are mainly established within the European Economic Area. On a marginal basis and for certain specific Services, the Data collected by MUDDLES may be transmitted to Subcontractors established outside the European Union.

In this situation, MUDDLES ensures that the appropriate guarantees are provided by the Subcontractors in question to govern any transfer of Personal Data by entering specific contracts ensuring that Users' rights are respected.

16. WHO ARE THE RECIPIENTS OF THE DATA COLLECTED?

The Personal Data collected by MUDDLES may be transmitted to the Sub-Contractors selected by MUDDLES, provided that the said Data is necessary for the performance of their tasks.

Your Personal Data may also be disclosed to third parties. In this case, MUDDLES may only do so after having requested and obtained your prior and explicit authorisation.

Apart from these situations, MUDDLES do not transfer or assign any Data concerning its Users directly or indirectly to Third Parties.

If you wish to have access to the detailed list of our Subcontractors, you may contact MUDDLES directly by using a contact form or the contact details indicated in Article 21 of this Data Protection Policy.

17. WHAT ARE THE RIGHTS OF USERS?

In accordance with the general European regulations in force on data protection, each User has the right to obtain information free of charge concerning the Personal Data collected by MUDDLES.

Your rights and claims are notably as follows:

- Article 15 GDPR - Right to information on how Personal Data are processed by MUDDLES ;

- Article 16 GDPR - Right to rectify Personal Data collected by MUDDLES through the Account or by contacting MUDDLES directly;
- Article 17 GDPR - Right of deletion, this right does not concern all the Data collected;
- Article 20 GDPR - Right to data transfer (portability), this right only concerns Data collected on the basis of consent and the establishment of the contractual relationship;
- Article 21 GDPR - Right to object.

For any request in this context, the User may send his request to the contact details indicated in Article 21.

If necessary, MUDDLES may ask you for certain additional information (proof of identity, identification, etc.) to ensure your identity when exercising your rights.

18. WHAT HAPPENS TO MY DATA IN CASE OF DEATH? WHO WILL HAVE ACCESS TO THE TRANSMITTED DATA?

MUDDLES may be required to have Personal Data relating to a deceased person.

In this case, law n°2016-1321 of 7 October 2016 states as a principle that the personal rights of the deceased are extinguished upon the death of their holder.

However, the regulation provides for two exceptions in which these rights may be temporarily maintained:

- The deceased has issued directives to enable any person during his or her lifetime to organise the conditions for the storage, deletion and communication of his or her personal data after his or her death;
- In the absence of instructions or indications to the contrary from the deceased, it is provided that the heirs will be able to exercise the relative rights "to the extent necessary":
 - *In the absence of instructions or indications to the contrary from the deceased, it is provided that the heirs may "to the extent necessary" exercise the rights relating to: " the organisation and settlement of the deceased's succession. In this respect, the heirs may access the processing of personal data concerning them in order to identify and obtain communication of information useful for the liquidation and distribution of the estate. They may also receive communication of digital assets or data similar to family memories, which may be transmitted to the heirs.*

- *to the taking into account, by the data controllers, of his death. In this respect, the heirs may have the deceased's user accounts closed, oppose the continued processing of personal data concerning him or have them updated".*

In the event that you would like MUDDLES to collect your instructions regarding post-mortem transmissions of Personal Data, we invite you to contact us at the contact details indicated in Article 21 of this Policy.

19. HOW ARE USERS INFORMED OF CHANGES TO THIS DATA PROTECTION POLICY?

MUDDLES may amend this Data Protection Policy at any time.

MUDDLES will inform Users by any means of the changes made to this Policy.

MUDDLES invites Users to regularly review the Data Protection Policy in order to keep themselves fully informed of its provisions.

20. CONTROL AUTHORITY

Should you consider that MUDDLES do not comply with its obligations in terms of the protection of Personal Data, you may contact the competent supervisory authority, namely the "CNIL" (<https://www.cnil.fr/fr/agir> or 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07).

21. HOW TO CONTACT MUDDLES?

Users may contact MUDDLES with any questions they may have about this Data Protection Policy at the following addresses:

- By post: 5 avenue André Malraux 54400 LONGWY, FRANCE
- By email: contact@muddles.fr

In this context, you may be asked to provide proof of identity before your request is processed.