

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE “MYMED” SOCIAL NETWORK

This agreement was written in French. It is also available in English. In the event of a discrepancy between translations of the document and the French version, the French version will prevail. Please note that Article 10-2 contains provisions that concern internet users located outside France.

Latest revision: 28th March 2012.

FOREWORD:

The “myMed” scientific research project is a European project financed by Alcotra/Interreg, and includes the following French and Italian partners (hereafter the “myMed Consortium”):

- Inria (Project leader);
- Turin Polytechnic;
- Turin University;
- Piémontaise Orientale University.

The purpose of the “myMed” project is to create a unifying cross-border Social Network (hereafter “myMed Social Network”), between France and Italy, on a platform accessible to fixed and mobile systems and providing services of use to the cross-border community. For this reason the myMed Consortium undertook, in the project submission, to distribute a platform and provide applications tested on a sample of around 5000 users.

The following provisions define the terms and conditions governing use of the “myMed” Social Network made available through the www.mymed.fr site (hereafter the “Site”) and also accessible by mobile phone, as well as the terms and conditions governing use of the applications developed by the myMed Consortium: “**myRiviera**” and “**myEurocin**” (hereafter the “Applications”), available on the Site and/or mobile phones.

Use of the Site also implies acceptance of the policy of the Site in terms of confidentiality.

THE FOLLOWING HAS THEREFORE BEEN AGREED:

Article 1: Acceptance of the General Terms and Conditions of Use

Acceptance: The user acknowledges by clicking on the “*I agree*” icon that he/she has read these General Terms and Conditions of Use and accepts them for the entire period of the myMed project (i.e.: until 25th January 2013).

For the purposes of these Terms and Conditions, a “MYMED User” (also referred to as “You”) means any internet user who:

- is of legal age and has capacity to contract (i.e., in particular, is at least 18 years old);
- is registered with the Site and/or the Applications;
- accepts these General Terms and Conditions of Use.

These conditions are cumulative conditions.

Updates: These General Terms and Conditions of Use may be updated on a regular basis. You will be notified of any update so that you can keep informed of the new General Terms and Conditions of Use.

YOU ACKNOWLEDGE THAT YOU HAVE THE LEGAL CAPACITY AND RIGHT TO ENTER INTO A CONTRACT. PLEASE MAKE SURE YOU READ THE FOLLOWING CLAUSES CAREFULLY.

Article 2: Legal statement: Administration of the Site and the Applications

The Site and the Applications are administered by Inria as the consortium leader for the myMed project (hereafter the “Site Administrator”):

National Institute for Research in Computer Science and Control

A public science and technology Establishment governed by Decree No. 85-831 of 2 August 1985. Registered address: Domaine de Voluceau - Rocquencourt - BP 105 - 78153 Le Chesnay Cedex - FRANCE. Represented by its Chairman and Chief Executive Officer, Mr Michel Cosnard and, by delegation for the purpose hereof, by Mr Gérard Giraudon, Head of the Inria Sophia Antipolis-Méditerranée Research Centre located at 2004 route des Lucioles - BP 93 - 06902 Sophia Antipolis Cedex - FRANCE.
Known hereafter as “Inria”.

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Article 3: Obligations of MYMED Users

A “MYMED User” is any internet user who is registered on the Site and/or on the Applications and who make use of such.

The internet user must enter his/her email address and the password that was issued to him/her by the Site Administrator, or log-in through Facebook Connect or Twitter Connect. All MYMED Users must use a secure means of access (passwords, certificates, etc.).

WHEN REGISTERING, YOU AGREE NOT TO USE A FALSE IDENTITY AND CONFIRM THAT YOUR PERSONAL DETAILS ARE ACCURATE.

In becoming a MYMED User, You are required to accept these General Terms and Conditions of Use for the Site and the Applications.

For this purpose, the Site Administrator can exclude without notice any MYMED User who does not comply with these General Terms and Conditions of Use, without prejudice to any legal action that may also be taken.

The Site Administrator authorises MYMED Users to place online with the publication of their own applications the contents of personal wording or images, sundry information, to make comments or submit other messages of a general nature provided that they comply with the following obligations.

When You register, You agree:

- not to use the services and functionalities of the Site for any unlawful or illegal purposes;
- to accept sole and entire liability for your use of the Site and the Applications;
- not to undertake any marketing or other commercial activities;
- if You offer services subject to a regulated profession, You must hold all necessary certifications, or professional registration card entitling You to offer the service in the context of the site and the Applications;
- to comply with all applicable legislation and in particular that relating to copyright, privacy and public morality, and the right of personal portrayal.

More specifically You agree not to place online on the Site or in the Applications, regardless of the location, any information or comments that could:

- be intended to deceive or mislead third parties;
- interfere in the interests or the private lives of third parties;
- constitute a breach of applicable law or regulations;
- encourage the commission of illegal or unlawful actions or the unlawful or unauthorised exploitation of third party works protected by copyright;
- intimidate or harass other internet users;
- promote behaviour of an obscene or pornographic nature, that is degrading to human dignity, or, in general, any behaviour that is counter to public morality;
- incite racial hatred, fanaticism, segregation in any form as well as any physical or psychological aggression towards a group or an individual;
- be insulting, abusive or defamatory towards an individual, a group, a society or towards the community of MYMED Users or internet users;
- give information enabling internet users to act contrary to the interests of third parties and/or of the Site and/or the Applications;
- enable access to information that is protected by confidential codes;
- result in any unauthorised commercial exploitation of the content of the Site and/or the Applications.

This list is not exhaustive.

In general, You expressly agree to only use the services and functionalities of the Site and the Applications for the purpose of appropriate communications, in the interest of the community of MYMED Users.

As a MYMED User, You accept sole liability for the content, words and images, comments and personal pages that You may place online on the Site and/or the Applications.

Mobile:

- You can access for free the myMed Social Network using your mobile phone. You will however be responsible for the payment of any charges made by your operator, such as for sending text messages.
- If You change your mobile phone number or deactivate your mobile phone account, You agree to update your myMed account information within 48 hours – the purpose of this is to ensure that any messages intended for You are not sent to another person to whom your previous phone number might be allocated.
- You grant all necessary rights to enable MYMED Users to synchronise (including from an application) their contact list with all the database information and the contact details to which they have access on the myMed Site.

YOU EXPRESSLY GRANT THE SITE ADMINISTRATOR THE IRREVOCABLE RIGHT TO MAKE YOUR INFORMATION AND CONTENT ACCESSIBLE AND USEABLE ON THE SITE AND IN THE APPLICATIONS, FOR THE PURPOSE OF MAKING IT AVAILABLE TO THE MYMED COMMUNITY AND USERS, WITHOUT LIMITATIONS ON LOCATION OR DURATION.

Article 4: Security and Confidentiality / Protection of privacy

4.1 Protection of privacy

All personal data gathered at the time of your registration on this Site is freely given by You and is the subject of automated computer processing in order to identify you as a MYMED User. The recipient of this data is: admin@mymed.fr.

Any person can access and, as appropriate, rectify, modify, correct or remove data held relating to them, in accordance with applicable national and European legal provisions, and in particular:

- The Council of Europe Convention of 28 January 1981;
- European Directive 95/46;
- The French data protection act no. 78-17 of 6 January 1978;
- The Italian Law of 31 December 1996.

The Site Administrator has registered a *Correspondant Informatique et Libertés* (CIL) (Data Protection Contact person) with the French CNIL (Data protection commission). This CIL maintains a log of the automated processing carried out internally and subject to declaration. This CIL is also responsible for ensuring the right of access and rectification. For any such requests, please write to: cil@inria.fr.

4.2 Security and confidentiality

When You visit the Site or the Applications, the personal data relating to your login will not be disclosed to any third parties. Such data are confidential. The Site Administrator agrees not to disclose such data to any third party.

The information associated with your MYMED User profile will be used by the Site solely for the processing of your service requests and to enhance and personalise its communications and its services, reserved for MYMED Users of the Site.

Article 5: Intellectual property

All the elements (drawings, models, illustrations, images, sound recordings, text, logos, brands, etc.) that are components of the Site and the Applications are protected by the relevant intellectual property regulations and are the exclusive property of the MyMed Consortium partners.

Access to the Site and the Applications does not grant You any intellectual property rights of the content or services available on the Site and via the Applications.

You are therefore strictly prohibited from reproducing in whole or part, using any means whatsoever (with the exception of those expressly defined in these General Terms and Conditions), distributing, publishing, transmitting, modifying or selling all or part of the content of the Site or the Applications, as well as from creating derivative works based on the Site and/or the Applications.

You are prohibited from removing any copyright statements, brands or other exclusive rights from the Site or the Applications or any content contained therein.

Article 6: Removal of illicit content and notification policy

As the host of the Internet content, the Site Administrator is not subject to any obligation to check the content placed on the Site or in the Applications by its MYMED Users for any unlawful activities.

The Site Administrator does however reserve the right to remove, delete or withdraw from its Site and its Applications any content, message, wording or image without notice and for any reason whatever.

If You wish to object to any elements or content contained on the Site and/or the Applications, You should contact us with the details at the following email address: admin@mymed.fr. The removal procedure will, once verified, prevent access to the disputed or unlawful content.

Article 7: Links

The Site and the Applications may contain hypertext links to third party sites that are not published or controlled by the Site Administrator and for which the latter accepts no liability in the event that the content of such sites infringes any applicable legal or regulatory provisions.

The Site Administrator has no control over and accepts no liability with regard to any interaction between You and any websites to which You may be directed from the Site or the Applications. You remain wholly responsible for any such interactions.

Any contracts and/or commercial agreements that may arise between You and any third party site are wholly independent of the Site Administrator and are agreed directly between You and the service provider.

We suggest that You obtain the General Terms and Conditions of Use and of Sale for services from the third party site to which You have been directed.

THE SITE AND THE APPLICATIONS ACT AS A NON-COMMERCIAL PROVIDER OF INFORMATION AND DO NOT OFFER ANY PAY-FOR SERVICES.

Article 8: Limitation of liability

ALL MYMED USERS SHOULD NOTE THAT THE “MYMED CONSORTIUM” PARTNERS’ ARE SUBJECT ONLY TO A “BEST EFFORTS OBLIGATION”. THEY ARE NOT UNDER ANY OBLIGATION TO GUARANTEE PERFORMANCE RELATED TO THE SITE OR THE APPLICATIONS.

The Site Administrator as well the myMed Consortium partners’ cannot under any circumstances be held liable with regard to You or any third party for any indirect, collateral, special or incidental damage which may include, without this list being exhaustive, any loss of earnings or other indirect loss arising from your use of the Site and the Applications or from your inability to use such, even if the Site Administrator has been notified of the possibility of such damage.

Furthermore, the Site Administrator does not have the resources to check the identities of any persons registering for its services. The Site Administrator cannot therefore be held liable for any identity theft relating to a MYMED user.

If You believe that someone else is using your account or your identity, You must notify us immediately by sending an email to the following address: admin@mymed.fr.

Article 9: Non-guarantee

The Site Administrator cannot guarantee and confirm:

- that the Site or the Applications are free of bugs, errors, viruses, data deletion programs, Trojans or other destructive elements;
- that the information contained on the Site and in the Applications is accurate, complete or up-to-date.

The Site and the Applications may contain technical inaccuracies or other defects and the Site Administrator cannot guarantee to correct these defects. There will not be any further maintenance of the Applications after the end of the myMed project.

The Site, its content and the Applications are supplied on an “as are” and “as available” basis.

The Site Administrator expressly excludes any guarantee of any type, explicit or implicit, and in particular, without this list being exhaustive, any implicit guarantees of conformity or suitability of the Site and the Applications, or of the content of such, for standard use or specific use, nor any implicit guarantee relating to their quality nor any implicit guarantee that they do not constitute any infringements or breaches of any provisions of whatever nature.

Article 10: Applicable law – Disputes

10.1 Applicable law - Disputes

These General Terms and Conditions of Use are governed and construed in accordance with the laws of France without allowing for the principles of conflicts law. In the event of a dispute, the Courts of France shall have exclusive jurisdiction and You hereby accept this exclusive jurisdiction.

The Site Administrator reserves the right to request and obtain any injunctions or court orders to protect its rights under these Terms and Conditions.

10.2 Specific conditions applicable to MYMED Users outside France

We want to create a borderless community with standards that are consistent for all users, in compliance with local legislation. The following conditions are applicable for MYMED Users outside France: You agree that your data will be transferred to and processed in France.

Article 11: Account cancellation

You can cancel your MYMED account at any time and without any requirement to provide reasons for such by emailing your cancellation request to the following address: admin@mymed.fr.