

Over-Graph Terms of Use

Preamble

Seriously, at least read the preamble of our TOS!

If you are here, this means that you've already heard a bit about our product: "Over-Graph". This Solution of Social Media tools is provided by 909c, an innovative company that specializes in social marketing and centralized management of social media.

We have developed an accessible online Solution called "Over-Graph", certain features of which are made available to you free of charge.

These are our Terms of Use (hereinafter "TOS"), to be accepted before you can access this Solution. We have done our best to make them readable, accessible and concise in order to inform you as clearly as possible on what you are accepting.

From time to time you will find a summary on the side pointing out the essential scope of a clause. These summaries are for informational purposes only: only the provisions of the TOS have a contractual value.

1 - What are the Terms of Use of Over-Graph?

What are TOS?

1.1 The TOS?

The TOS are intended to describe, organize and foresee the entirety of your legal relationship with us. Please understand that as a result these TOS are contractually binding on you.

Before first use of the Solution Over-Graph, accessible in particular on the present website, 909c (hereinafter "We" or "909c"), ask you to carefully read and accept these TOS.

Your consent is deemed given when you check the box "I have read and agree to these Terms." Without this consent, you can not access the Over-Graph services.

1.2 Some definitions in order to properly understand each other

We should use the same words, you and we

The "User" or "You" means any person who, after acceptance of the Terms, uses the Services of the Solution in accordance with the TOS.

The "Solution" means the software application developed by 909c entitled "Over-Graph", available on its website www.over-graph.com allowing the management within a single interface, of various accounts held by a single user with one or more social media Solution (hereinafter "the Solution" or "Over-Graph").

The "Free Service" is the set of tools and features offered free of charge to users of the Solution. The scope, the existence and continuation of the Service is entirely within the discretion of 909c. Here is the current description of the Free Service www.over-graph.com/auth/logout/.

"Social Media" are services available on the internet or mobile networks with a common character to allow various interactions between users and mobile users who have opened an account with such services.

"Members" are the third account holders on Social Media, in a relationship in one way or another with the User's own account(s) through its pages, profiles or any other means of contact, called "Social Media Channels". This relationship includes, but not limited to: the "followers", "subscribers" and "fans" linked to the User's Social Media Channels.

2 - Over-Graph and personal data

Our policy regarding the protection of personal data.

At 909c, we are committed to ethical and discreet use of your personal data.

For this reason, we shall do our utmost to act in the greatest possible respect of this data. We work in cooperation and good faith with all the regulations of your country to establish an ideal management of personal data.

This chapter aims to answer all the questions you can legitimately ask: What data is collected? Who collects it? How? Why? and How to object?

Two cases are distinguished: the personal data of Members provided by the Users and User data.

2.1. Members' personal data provided by Users

You give us access to the data on the activity of your members

You use our Solution to centralize, animate, control and analyze all of your existing channels on various Social Networks.

To enable this service, We will collect on our servers certain personal data that you collect through your own channels on Social Networks.

Such personal data is expressly made public and non-confidential by the members on the respective Social Network by having validated the conditions of use:

- basic information of the account (name, sex, email, date of birth, city of residence, profile picture)
- other data provided by the company operating the Social Network,
- Members' interactions with the User's Social Media Channels and their publications.

In doing so, Members have expressed their consent to the processing of their personal data by You and your subcontractors.

As such, You are solely responsible for the processing of your Members' personal data and You expressly acknowledge 909c as a subcontractor for such data within the meaning of the French Data Protection Act of 6 January 1978.

Concerning the processing of personal data, We act solely on your instructions. These instructions are formalized in particular through the tools and functionalities of the Solution made available to you through the Free Service. For more detailed and specific instructions, it will be necessary to establish a personalized contract.

We remind that this data is by no means collected on our own behalf. We do not make any commercial use of such data and do not yield these to any of our partners. However we may on occasion make use of it, following prior anonymisation, for statistical and analytical purposes.

In accordance with the French Data Protection Act of 6 January 1978, we are committed to take all necessary precautions to safeguard the security and confidentiality of data, and in particular prevent them from being distorted, damaged disclosed to unauthorized persons.

We therefore commit ourselves to respect, as well as enforce complete compliance by our staff of, the following obligations:

- to make no copy of the data entrusted by You and used by us except those necessary for the purposes of the Service;
- to use the processed data exclusively for purposes specified in these TOS;
- not to disclose data , without prior anonymisation, to third parties whether public or private, natural or legal persons;
- to undertake all measures to prevent any misuse or fraudulent use of data during the execution of the contract;
- to take all measures, including physical security, to ensure the retention of data processed throughout the duration of this contract, including making regular backups.

Personal data is not retained beyond a period of 5 (five) years after the last interaction of a Member with You.

To ensure full respect for the rights of Members, We give Members the opportunity to exercise

their rights directly with us, something which You expressly acknowledge and approve. Thus, as provided for in Articles 38, 39 and 40 of the French Data Protection Act of 6 January 1978 any Member may exercise directly with us, their rights of access, rectification and opposition to the processing of their personal data.

To exercise these rights, you can contact us by email at support@over-graph.com.

2.2 Personal data of Users

Your personal data is stored in order to facilitate and improve your experience

To provide you the Free Over-Graph Service, we must collect certain personal data. The information concerned is that, which you saved when you created your account on Over-Graph, from Social Networks with which you registered: first name, surname and email in most cases. You expressly consent to the collection of such information.

We are in this respect, and only as such, responsible for processing Users' personal data within the meaning of the French Data Protection Act of 6 January 1978.

Personal data is not retained beyond a period of 3 (three) years after your last use of the Service.

In accordance with the aforementioned articles 38, 39 and 40 of the French Data Protection Act of January 6, 1978, You may exercise your rights with us concerning access, rectification and opposition to the processing of your personal data.

To exercise these rights, please contact us by email at support@over-graph.com

The collection of this data were reported to the CNIL by declarations
NS 26: N°1660096v0 and NS 48: N°1660097 v0.

2.3. Cookies

We like cookies, but only when we know what's in them...

The only cookies we use during your connection to the Solution are those necessary for your navigation as well as the improvement of the site.

2.4. Data protection officer

We have notified the CNIL, an independent French regulatory body, of the nomination of a person responsible for data protection officer.

You may contact this person regarding any question or request concerning personal data processed by 909c under the following contact address: support@over-graph.com

3 - Your Rights

We provide you with certain features of the Solution on our website www.over-graph.com.

As such, making the Solution available, limited to the strict context of Free Service is:

- worldwide,

- personal,
- non-transferable,
- non-exclusive.

This licence is provided to you for the sole purpose, of enabling you to use and benefit from the free service as such and in accordance with the TOS, without generating any rights or warranties for you, including any right to continuation of the Service over time. We do not concede any license or any right other than that described in the preceding paragraph.

Consequently, any unauthorised use, reproduction, distribution, performance, broadcast, publication, translation, modification, partial or total distribution of the Solution and / or Website is strictly prohibited.

It is also prohibited to copy, modify, create derivative works of, assemble, de-compile, sell, assign, sublicense or transfer in any manner whatsoever, the Solution and / or our website.

It is also forbidden to modify all or part of the Solution and / or our website or to use modified versions of them in particular in order to gain unauthorized access and access to any or all versions of the Solution and / or our website.

4 - Your Obligations

The Solution is at your disposal, but don't forget to respect the Members and your communities!

4.1 Your behavior

You must use Over-Graph responsibly, with respect and courtesy particularly in respect of the rights of Members or other Users of Over-Graph.

In this respect, the User, by accessing the Free Service, shall not in particular:

- publish via Over-Graph or transmit by any other means any content which is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, immoral, infringing on the privacy of person, hateful or derogatory or offensive from a racial or ethnic point of view or likely to result in legal penalties;
- publish via Over-Graph, or transmit by any other means, of unsolicited or unauthorized advertising or promotional items, "junk mail," "spam," "chain letters," or any other form of solicitation;
- publish via Over-Graph, or transmit by any other means, any material that contains viruses, software or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or

telecommunications equipment;

- interfere with or disrupt the Free Service or servers and networks connected to Over-Graph;
- attempt to undermine the Free Service of any User, host or network, including by, but not limited to, exposing this website or Solution to a virus, generating overwhelming traffic, flooding the server, overwhelming the mail-server with e-mails or falsifying packet header information from the TCP/IP protocol or any part of the information header contained in any e-mail;
- access data belonging to third parties or logging into a server / account which you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security measures or authentication without having received an authorization;
- impersonate another person or entity;
- carry out an activity or induce another person to conduct any illegal activity or other activity which infringes upon the rights of 909c, suppliers, partners, distributors, advertisers or any other Member or User;
- convey or transfer (by any means whatsoever) information derived from our website or Solution including to other countries and to certain foreign nationals in violation of any national or international law or regulation.

At any time and for any reason whatsoever, we can without notice, terminate the account of a user whose conduct violates these Terms, without prejudice to any damages which we reserve the right to claim from you.

This decision to close an account can in no way justify any liability on our part, even in the case of damage caused to the User as a result of the closure of their account, even where we may have had knowledge of the possibility of such damage.

4.2 Compliance with the French Data Protection Act of 6 January 1978.

909c cannot stress enough: personal data must be respected! 909c assumes no responsibility on your behalf!

We remind You that You are solely responsible for the personal data of your Members. As a result, you assure us of your respect of French and international regulation concerning the protection of personal data.

You shall carry out your obligations including reporting or authorization for the processing of personal data by the CNIL or any other competent authority.

You must ensure you include the consent of your own members for any processing of their personal data by you or your subcontractors, prior to the first collection of this data.

This consent may be obtained, through a message to the Member, informing the former of the collection of his/her personal data and providing a check a box to accept this collection.

All litigation, appeals, collateral calls, complaints, claims, requests, proceedings before any court or authority generated by the breach of protection of your Members' personal data by You, is your sole responsibility.

You expressly agree to indemnify and hold us harmless for any damages in case of fine, penalty, criminal liability, prohibition, tortious claim, conviction of any kind issued against us concerning the breach of data protection rules with regard to the personal data of your Members.

5 - Our Rights

After your rights, our rights - you'll notice that you have slightly more than we do!

5.1 Intellectual Property Rights

Over-Graph is ours, but we let you use it. The Solution belongs to us.

We own the brands "909c" and "Over-Graph" as well as all logos and domain names relating thereto, including domain names <http://www.over-graph.com>, www.og.cm and www.909c.fr.

All other trademarks, product names or logos appearing on our website are either our property or that of our sub-contractors, partners and suppliers. Any use, in any manner whatsoever of such marks and / or logos is exclusively subject to our express permission and / or that of the holder of the intellectual property rights concerned.

You acknowledge our exclusive rights to our brands and logos as well as the exclusive rights of our sub-contractors, partners and suppliers on their respective brands and logos, and You agree not to make any use of and more generally not to infringe upon our intellectual property rights or those of our sub-contractors, partners and suppliers.

You further agree not to reserve and/or register any domain name that is identical or similar to our brands, regardless of the geographical or other extension including in case of related terms or figures.

In general, we reserve the right to seek damages in case of counterfeiting and generally in case of violations of our intellectual (and other) property rights in connection with our trademarks, logos and domain names.

5.2 Warranty

We try to provide Over-Graph in a safe and defect-free environment, however you use it at your own risk.

WE PROVIDE OVER-GRAPH "**AS IS**" WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT OVER-GRAPH IS ALWAYS SAFE AND SECURE, OR ERROR-FREE OR THAT OVER-GRAPH ALWAYS WORKS WITHOUT INTERRUPTION, DELAY OR DEFECT.

We assume no liability for the actions, content, information or data of third parties or Members, and You release 909c, its officers and executives, employees and agents from any liability for claims or damages, known and unknown, arising out of or relating to claims or damages regarding third parties or Members.

We cannot be liable for lost profits or other consequential, special, indirect or accessory damages, whether resulting from these conditions or the use of Over-Graph, even if we have been advised of the possibility of such damage.

As a result, we decline any liability resulting from direct or indirect damage, irrespectively of the cause, origin, nature or consequences that may arise from the use of Over-Graph or the temporary or permanent unavailability of the Service.

In any event, whatever the basis of the claim and/or legal action:

It must be made within one year after the occurrence of the event on which the claim is based, and in the exceptional circumstances that a claim is established and upheld, such a claim shall be limited to an amount of 100 (one hundred) Euros.

5.3 Modification of the TOS

When the TOS are modified, we let you know.

We reserve the right to change and update these TOS, at any time, without notice. We recommend that You review these TOS regularly. An update of a visual element of the site, shall however draw your attention to the TOS in case of modification.

The use of the Solution and access to the Service will be subject to the TOS in effect at the time of access.

6 - General

6.1 Severability

If any provision of these TOS are found to be invalid under a legal rule, or a court decision which has become final, it would be deemed null and void, without voiding the TOS altogether or affecting the validity of its other provisions.

6.2 Waiver

The fact that We or You do not insist on the application of any condition of the present TOS or acquiesce to their inexecution, in any way, either permanently or temporarily, cannot be interpreted as a waiver by the interested party to rights arising from the respective condition.

7 - Applicable Law

Excepting any provision which may be contrary to a national law applicable to the User, in particular as a result of nationality, the present TOS are subject to French law, both for procedural matters and substantive rules.

IN ANY DISPUTE ARISING IN PERFORMANCE, INTERPRETATION OR BREACH OF THE PRESENT TOS, JURISDICTION IS EXPRESSLY GRANTED TO **THE PARIS COMMERCIAL COURT**, TO THE EXCLUSION OF ANY OTHER COURT OR JURISDICTION WHICH MIGHT OTHERWISE CONSIDER ITSELF TO BE COMPETENT, IN PARTICULAR WITH REGARD TO REGULATION N ° 44/2001 OF 22/12/2000.

THE PRESENT CHOICE OF JURISDICTION SHALL BE UPHELD, NOTWITHSTANDING MULTIPLE DEFENDANTS OR PARTIES IN WARRANTY, EVEN FOR EMERGENCY PROCEDURES OR PROTECTIVE OR INTERIM MEASURES.

8 - Who is behind Over-Graph?

Behind the machine, humans and their contact details.

Imprint

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