

# PEAC<sup>2</sup>H

## GENERAL TERMS OF USE

This document defines the general conditions governing the use of the "app.peac2h.io" PLATFORM by the USER (hereinafter the "**GTU**").

### 1. **DEFINITIONS**

The terms below shall have the following meanings :

1. **CATIE** : shall mean the Centre Aquitain des Technologies de l'Information et Électroniques, a non-profit association registered under the number W332017666, whose head office is located at the ENSEIRB-MATMECA Building, 1 Avenue Docteur Albert Schweitzer, 33400 Talence (FRANCE) ;
2. **CONTRIBUTIONS** : shall mean all information in any form, including experimental protocols, reports, studies, computer data, databases, scientific or non-scientific methods, surveys, questionnaires, performances, plans, diagrams, drawings, formulas, algorithms, assessments (physiological, motor, cognitive, behavioral and/or feeling), scientific literature, assessments tools and methodologies, analysis methodologies, files, hardware (including source data), modular and reusable software (source code and application) and any other type of information filed on the PLATFORM by CATIE and/or a USER ;
3. **COOKIES POLICY**: shall mean the policy relating to the placement of cookies on the PLATFORM and accessible via the following link : <https://app.peac2h.io/pages/license?locale=en> ;
4. **EFFECTIVE DATE**: shall mean the date on which the USER actually joins the PLATFORM as a Member User through validation by the CATIE of the USER's request for registration;
5. **GTU**: shall mean to the general terms of use of the PLATFORM by the USER;
6. **PLATFORM**: shall mean the PEAC<sup>2</sup>H platform, namely the "The platform dedicated to cognitive and behavioural assessment and analysis " which aims at implementing and maintaining a collaborative ecosystem to create, consult, use, modify and/or share CONTRIBUTIONS ;
7. **PRIVACY POLICY**: shall mean the policy of personal data processing collected by CATIE from USERS via the PLATFORM and accessible via the following link : <https://app.peac2h.io/pages/license?locale=en> ;
8. **RESULT** : shall mean, to the express exclusion of CONTRIBUTIONS, all output data, information and technical and/or scientific knowledge (whether or not patented), including products, models, prototypes, technological building blocks, libraries, software (in their source code and object code versions), tools, know-how, plans, diagrams, drawings, formulas, manufacturing files, or any other type of information in any form whatsoever (reports, study results, computer data, files), generated using all or part of a CONTRIBUTION by a USER via the PLATFORM ;
9. **USER** : shall mean the individual who has been granted rights to access the PLATFORM i) as an observer (hereinafter the "Observer User"), and/or ii) as a member (hereinafter the "Member User"), under the GTU.

CATIE and the USER are hereinafter individually referred to as the "Party" and collectively as the "Parties".

## **2. SCOPE OF THE GTU**

**2.1** The GTU, the PRIVACY POLICY and the COOKIES POLICY shall constitute the entire agreement between the USER and CATIE for the use of the PLATFORM.

**2.2** By ticking the box provided for this purpose before accessing the PLATFORM, the USER expressly acknowledges that he/she fully and unreservedly accepts the application of the GTCs, the PRIVACY POLICY and the COOKIES POLICY.

**2.3** In the event that any of the provisions of the GTU are deemed illegal or unenforceable by a court decision, the other provisions shall remain in force.

## **3. GTU AMENDMENTS**

CATIE reserves the right to modify the GTU at any time and without prior notice.

Each time the GTUs are modified or updated, CATIE shall get the USER's consent to its unreserved acceptance of the modified GTU.

An updated version of the GTU shall be available at the following address:  
<https://app.peac2h.io/pages/license?locale=en>

## **4. USER REGISTRATION ON THE PLATFORM**

**4.1** The request for registration as a Member User issued by a USER to access the full content of the PLATFORM shall be made by completing the registration form accessible on the PLATFORM and which shall specify :

- The USER's title ;
- The USER's surname and first name;
- The USER's email address;
- The postal code attached to the USER's place of residence;
- The entity to which the USER is attached;
- The type of entity to which the USER is attached;
- The password chosen by the USER.

**4.2** Registration as a Member User shall require validation of the USER's registration request by CATIE. CATIE shall be entitled to refuse any new Member User without cause.

## **5. USER'S RIGHT OF ACCESS TO THE PLATFORM**

**5.1** Upon logging onto the PLATFORM, the Observing User shall be granted the rights to access all or part of the following elements:

- Certain CONTRIBUTIONS ;
- Descriptions of certain CONTRIBUTIONS ;
- Instructions for the implementation of certain CONTRIBUTIONS ;
- Certain feedback from USERS (comments, opinions).

**5.2** From the EFFECTIVE DATE, the Member User shall be granted the rights to access:

- All CONTRIBUTIONS made available to him ;
- The descriptions of the CONTRIBUTIONS made available to him ;
- Subject to the third-party rights, the source data of the CONTRIBUTIONS made available to him (diagrams, codes, libraries, CAD) ;

- The instructions for implementing the CONTRIBUTIONS made available to him ;
- Tutorials and "use cases" proposed around the CONTRIBUTIONS made available to him;
- Feedback from USERS (comments, opinions).

## **6. USE AND AVAILABILITY OF THE PLATFORM**

### **6.1 Use**

The USER is responsible and liable for the installation of any updates of the PLATFORM available. CATIE shall not be liable for any damage caused in whole or in part by missing or defaulting updates.

The USER undertakes not to use the PLATFORM for fraudulent, illegal, discriminatory or any other purpose whatsoever to discredit CATIE and/or other USERS and, in general, for any other purpose than those mentioned above in the definition of PLATFORM.

### **6.2 Availability**

CATIE shall make the PLATFORM available to the USER with all the PLATFORM's functionalities. The CATIE shall be entitled to make any changes to the PLATFORM that it deems appropriate, in particular but not exclusively in relation to technical or functional developments.

The CATIE shall be entitled, without prior notice or compensation, to temporarily suspend access to the PLATFORM in order to carry out maintenance operations linked to technological developments or necessary for the continuity of the PLATFORM's functionality.

The CATIE shall be entitled, without notice or compensation, to terminate the PLATFORM under the conditions of Article 11 (Termination of the Platform).

## **7. INTELLECTUAL PROPERTY**

### **7.1 Intellectual property rights**

#### **7.1.1 PLATFORM**

At the origin of the development of the PLATFORM, CATIE owns all the intellectual property rights associated with the PLATFORM.

#### **7.1.2 CONTRIBUTIONS**

The intellectual property rights associated with CONTRIBUTIONS generated prior to their filing on the PLATFORM or independently of the PLATFORM shall remain with their original owner, with no change in ownership as a result of the GTU.

The intellectual property rights associated with the CONTRIBUTIONS generated by one or more User Members through the use of the PLATFORM shall belong to such User Members.

#### **7.1.3 RESULTS**

Ownership of the RESULTS is vested in the Member User who generated them through the implementation of a CONTRIBUTION via the PLATFORM, whether or not it is the owner of the rights to the said CONTRIBUTION.

**7.1.4** Consequently, the holder of the intellectual property rights associated with the CONTRIBUTIONS and/or RESULTS is solely entitled to decide on the appropriateness and nature of the protective measures to be taken, without CATIE as holder of the intellectual property rights on the PLATFORM, being able to claim any specific rights on the CONTRIBUTIONS and/or RESULTS that it will not have generated.

## **7.2 User rights**

### **7.2.1 USER rights on the PLATFORM**

The USER has been granted access rights to the PLATFORM, excluding CONTRIBUTIONS, without any other rights than access and use, and in particular excluding the rights to download, copy, reproduce, publish, transmit, post or distribute all or part of the PLATFORM, with or without modification, except to the extent strictly limited to the needs of navigation on the PLATFORM.

### **7.2.2. On the CONTRIBUTIONS**

The Member User who owns the intellectual property rights to a CONTRIBUTION is free to determine the level of dissemination of its CONTRIBUTION, to all Member Users, to a defined group of Member Users, or by not allowing any dissemination. It is free to modify this level of dissemination of a CONTRIBUTION at any time, provided that Member Users who have downloaded the CONTRIBUTION concerned before the effective date of the dissemination restriction retain the user rights they held over such CONTRIBUTIONS.

The Member User has the rights to use, download, copy, reproduce and modify the CONTRIBUTIONS which it does not own and to which it has access pursuant to the preceding paragraph, without the right of disclosure to any third party whatsoever, including any unauthorised USER, without the prior written consent of the owner.

### **7.2.3 On the RESULTS of other Member Users**

Any access and/or use rights granted by a Member User holding rights on RESULTS to another USER or to any third party shall be subject of a specific agreement to which CATIE, if it is not the owner of the RESULT, shall be a party.

## **8. CONFIDENTIALITY**

**8.1** The Member User undertakes not to communicate or disclose, in any way whatsoever, without the prior written consent of the relevant owner, all or part of the CONTRIBUTIONS of the other Member Users, as well as any information of which it has become aware on the occasion of access and/or implementation of the PLATFORM.

**8.2** The Member User shall not be subject to any restrictions with respect to any CONTRIBUTIONS and other confidential information that it is able to demonstrate:

- That it is publicly available at the time of disclosure or will be publicly available thereafter, through no fault attributable to the Member User; or
- That they are already known to the Member User at the time of disclosure, without any breach of disclosure or violation of the GTU; or
- It was or is lawfully received from a third party authorized to disclose it, in a lawful manner, without breach of disclosure or violation of the GTU ; or
- That the disclosure was authorized in writing by CATIE or the Member User from who owns it;
- That their disclosure has been imposed by the application of a legal or regulatory provision, or in the context of a judicial, administrative or arbitration procedure. In this case, the communication of such CONTRIBUTIONS and/or information shall be limited to what is strictly necessary.

**8.3** This confidentiality obligation shall be enforceable throughout the entire duration of the User Member's membership and shall continue for three (3) years from the termination of the User Member's account for any reason whatsoever.

## **9. PERSONAL DATA PROCESSING**

### **9.1 Applicable laws and regulations**

In the context of their contractual relationship, the Parties undertake to comply with the regulations in force and applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable as of May 25, 2018 (hereinafter the "GDPR"). They agree that the term "personal data" has the meaning given to it in the GDPR.

### **9.2 Data and information ownership**

The USER is and remains the exclusive owner of all personal data to which the CATIE has access when filling in the contact form and/or requesting registration to the PLATFORM.

Under the conditions of section 2.2 of the GTU above, the USER shall grant CATIE the right to use the data and documents collected strictly for the purposes of registration and the implementation of the PLATFORM under the conditions of the PRIVACY POLICY accessible from the link: <https://app.peac2h.io/pages/license?locale=en>

In the event of withdrawal from the USER'S PLATFORM or termination of the PLATFORM, for whatever reason, CATIE undertakes to destroy all personal data transmitted by the USER and, subject to the USER's choice, any back-up copies of such personal data shall be returned or destroyed. CATIE may retain personal data in an anonymized form.

### **9.3 Safety measures**

CATIE undertakes to implement security measures in accordance with the GDPR such as but not limited to the following methods:

- pseudonymization or anonymization of personal data;
- encryption on the system and/or service used to store personal data.

**9.4** The USER shall remain liable for the processing of personal data it collects and uses in accordance with the GDPR and the regulations applicable in the context of its use of the PLATFORM. In this respect, the USER shall be responsible and liable for obtaining the informed consent of the persons concerned by the use of their personal data, whether sensitive or non-sensitive, and/or images and other information or data for which their consent to collection and/or use is legally required, and shall waive all rights of recourse and hold CATIE harmless for any damages associated therewith.

The USER also undertakes not to include any personal data in its CONTRIBUTIONS made available to other USERS.

## **10. SUSPENSION – TERMINATION OF THE MEMBER USER'S ACCOUNT**

**10.1** In the event of a serious breach by a USER of one of its substantial obligations, such as but not limited to a misuse of the PLATFORM, CATIE shall be entitled to give formal notice, by registered letter with acknowledgement of receipt, to the defaulting USER to remedy said breach. If, eight (8) calendar days after this formal notice, the defaulting USER has not remedied to the breach, the termination shall be deemed effective, without prejudice to any damages that CATIE and/or the USER(s) concerned may be entitled to claim as a result of the defaulting USER. CATIE shall be free to withdraw all or part of the defaulting USER's CONTRIBUTIONS.

**10.2** CATIE shall be entitled to terminate the Member User's account due to its inactivity on the PLATFORM for at least two (2) years, or in the event the Member User exceeds the storage limit imposed on the PLATFORM by CATIE, upon a thirty (30) day-notice sent by e-mail with acknowledgement of receipt which has remained without sufficient effect.

**10.3** The Member User shall be entitled, at any time and without cause, to terminate its Member User account, by application notified to the CATIE by email.

Member Users who had downloaded the CONTRIBUTIONS of an outgoing Member User, prior to the effective date of termination, shall retain their user rights on the said CONTRIBUTIONS, under the conditions set forth in the GTU.

Unless otherwise decided by the CONTRIBUTIONS holders, the outgoing Member User shall retain the user rights on the CONTRIBUTIONS that it had downloaded prior to the date of the effective termination of its account. CATIE undertakes to delete the Member User's account within fifteen (15) days from the date of the termination application.

**10.4** In all cases of termination of the Member User's account, the Member User shall receive from CATIE a termination notice by email. It is expressly agreed that the some obligations shall survive the termination of Member User's account according to Section 11.2 hereafter. Suspension of PLATFORM access or termination of a Member User's account shall not be considered a defaulting termination by CATIE and shall not give rise to compensation for the Member User.

## **11. TERMINATION OF THE PLATFORM**

**11.1** CATIE shall be entitled to terminate the PLATFORM at any time and for any reason whatsoever, subject to written notification to the USERS two (2) months before the effective date of termination. Unless a Member User decides otherwise, in the event of termination of the PLATFORM by CATIE, each Member User shall retain the user rights on the CONTRIBUTIONS it will have uploaded prior to the day of the effective termination of the PLATFORM.

**11.2** Sections 8 (Confidentiality), 12 (Disclaimer of Warranties), 13 (Limitations of Liability), and 14 (Governing Law – Disputes Settlement) of the GTU shall survive the termination of the PLATFORM for their respective terms.

## **12. DISCLAIMER OF WARRANTIES**

**12.1** The USER expressly acknowledges that, in the current state of knowledge and the state of the art, CATIE grants no warranty that the PLATFORM or the CONTRIBUTIONS will operate without interruption or error. CATIE shall not warrant the absence of intrusion or alteration of the PLATFORM by a third party (such as a person or a virus), nor a specific availability of the PLATFORM. Consequently, CATIE shall not be held liable for any malfunctioning in the access and/or use of the PLATFORM, for slowdowns, for the temporary or definitive, total or partial, inaccessibility or unavailability of the PLATFORM, and for the fraudulent use by another USER or third parties of the CONTRIBUTIONS made available on the PLATFORM. CATIE nevertheless undertakes to make its best efforts to restore the availability of the PLATFORM.

**12.2** Except in the event that a written contractual relationship has been established between CATIE and the USER allowing the latter to use the PLATFORM under certain conditions for commercial purposes, the USER expressly acknowledges that the PLATFORM is a tool developed and made available for non-commercial purposes. In this context, the PLATFORM and the CONTRIBUTIONS are provided "as is" without any express or implied warranty granted by CATIE to the USER. In particular, CATIE shall not grant any warranty relating to the suitability and/or use of the CONTRIBUTIONS, whatever they may be, the choice remaining entirely with the USER. CATIE and the contributing USERS shall not

warrant, in any way, that the CONTRIBUTIONS and/or the RESULTS are appropriate for the intended use or can be scientifically validated, nor that they meet the needs of other USERS, even in the event that a USER, the PLATFORM and/or a CONTRIBUTION infringes or is likely to infringe a third party's intellectual property right. Consequently, the USER shall waive all rights of recourse and hold CATIE harmless for all damages in this respect.

**12.3** CATIE shall not grant any warranty that the linguistic translations of CONTRIBUTIONS conform with the original CONTRIBUTIONS. CATIE shall not therefore be held liable for the direct or indirect consequences of the alteration of the elements constituting the translated CONTRIBUTIONS.

**12.4** The PLATFORM contains quite a few of hyperlinks leading to other websites or platforms, set up with the permission of CATIE. However, CATIE shall not grant any warranty on the accuracy of the content of these sites and therefore assumes no liability for such damages.

### **13. LIMITATIONS OF LIABILITY**

**13.1** The USER, using its own Internet connection and its own tools for accessing the PLATFORM, shall expressly acknowledge the occurrence likelihood of technical problems and interruptions for accessing to the PLATFORM. CATIE shall not be held liable for damages related to the incompatibility of the PLATFORM with certain equipment and/or functionalities of the USER's computer equipment.

**13.2** The USER is free and fully liable for the choice, use and provision of the CONTRIBUTIONS under the GTU and undertakes to use the PLATFORM and the CONTRIBUTIONS in accordance with public order, moral and ethics. CATIE shall not be held liable for any damage caused by an improper decision, inappropriate use of the PLATFORM and/or CONTRIBUTION, or any infringement by the USER. As a consequence, CATIE shall not be held liable for any damage caused by the acceptance or refusal of a CONTRIBUTION by scientific research and/or an improper decision or inappropriate use of a CONTRIBUTION.

**13.3** CATIE shall not be held liable in the event of offensive comments or for publication or disclosure of CONTRIBUTIONS which infringing third party's intellectual property rights. As communication spaces are made available to USERS, CATIE shall be entitled to delete, without cause nor prior notice, any content posted in this space.

**13.4** CATIE, its contractors and their respective insurers shall not be held liable for indirect, immaterial and/or special damages, regardless of the time, origin and cause of the damages, such as loss of profit, loss of production, loss of earnings, damage to brand image, caused to the USERS and/or to third parties.

In the context of the free provision of the PLATFORM the total and cumulative amount of compensation due by the CATIE for damages attributable to it caused to the USER and/or any third party as a result of the provision or use of the PLATFORM and/or the use of a CONTRIBUTION shall not exceed the amount of one hundred (100) euros per damage (excluding taxes).

**13.5** The USER and its insurers, from whom it shall obtain a similar waiver, shall waive all rights of recourse, hold harmless and indemnify CATIE and its insurers for any claim made by third parties, beyond the exclusions and limits of liability set out above in Section 13.

### **14. GOVERNING LAW – DISPUTES SETTLEMENT**

**14.1** The French laws are applicable to the GTU.

**14.2** All claims, disputes and other matters between the Parties in question arising out of or relating to the GTU or the performance thereof, shall first be submitted to the respective authorized management representatives of the Parties for discussion and amicable resolution. In case of any such dispute that is not settled amicably within three (3) months following a written notice of the dispute to the other Party, the Commercial Court of Bordeaux shall have exclusive jurisdiction, including in the case of summary proceedings, third party proceedings or multiple defendants.

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