



Terms and Conditions of Use

Effective as of 01/11/2021

warning

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE APPLICATION. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS AND DO NOT WISH TO ABIDE BY THEM, YOU MUST NOT ACCEPT THEM AND MAY NOT, THEREFORE, BENEFIT FROM THE SERVICES OFFERED BY THE COMPANY ON THE SITE.

Definitions

This part defines the different entities that interact with the site:

Site: The Mobilite.eco site refers to the website <https://mobilite.eco>.

Platform: The Mobilite.eco Platform means the website <https://app.mobilite.eco> or any other address proposed by a White Label.

Application: The Mobilite.eco applications accessible on the App Store and Google Play stores.

User: The User means any person who uses the Website, the Platform, the Applications or any of the services offered by Mobilite.eco.

User Content: The term "User Content" refers to the data transmitted by the User in the different sections of the Site.

User IDs: The term "User ID" covers the information necessary to identify a user on the Platform and the Applications to access the members-only areas with a unique User ID (his email address) and a LOGIN CODE.

Module: Set of services grouped around a theme.

Reseller : Mobilité.éco or any other White Label

The purpose of the present General Terms of Use (known as "GTU") is to provide a legal framework for the terms and conditions for the provision of the site and services by the "User" and to define the conditions of access and use of the services by the "User". The present GTU is accessible on the site under the heading "GTU".

Any registration or use of the Site, the Platform and the Applications implies the User's acceptance of these GCU without any reservation or restriction. When registering on the Platform or on the Applications via the registration process, or in the event of a refresh, each User expressly accepts these GTUs by checking the box preceding the following text: "I acknowledge having read and understood the GTUs and I accept them".

In case of non-acceptance of the GCU stipulated in the present contract, the User must renounce the access to the services offered by the Site, the Platform and the Applications. Mobilite.eco reserves the right to modify unilaterally and at any time the content of the present GCU.

Article 1. The legal mentions

The publishing of the Site <https://mobilite.eco>, the Platform <https://app.mobilite.eco> and the Apps is ensured by Mobilite.eco SAS with a variable capital of 100000 € euros, registered at the RCS of Bayonne under the number 88996070400019, whose head office is located at 38 avenue du golf, 64600 Anglet.

E-mail address : contact@mobilite.eco

The Director of the publication is : Thibault de Gaulejac

Intra Community VAT number: FR 95889960704

The host of the Platform and Applications: Gandi - Gandi SAS, 63/65 boulevard Massena, 75013 Paris (France)

The host of the Website: OVH - 2 rue Kellermann - 59100 Roubaix - (France)

Article 2. Access

The Site allows the User to access the Platform

The Platform allows the User with an active account to access a web platform composed of one or more modules, depending on the themes and sales conditions proposed by the Seller.

The Applications allow the User with an active account to access an application composed of one or more modules, depending on the themes and sales conditions proposed by the seller.

The Site, the Platform and the Applications are accessible anywhere to any User subject to the compatibility of his equipment and having access to the Internet. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) are at the User's expense.

Users without an active account do not have access to the reserved services.

To access the services:

- The user who has received an invitation email must first download the Mobilite.eco applications from the App Store or Google Play stores, then registers on the application.
- A temporary identification code will then be sent to him to validate his registration and access the Applications
- Any User with a user account may also request to be removed from the list by sending an email to contact@mobilite.eco in accordance with Article 10 of the Privacy Policy. This will be effective within a reasonable time.

Any event due to a case of force majeure resulting in a malfunction of the site or the server and subject to any interruption or modification in case of maintenance, does not engage the responsibility of Mobilité.eco.

Mobilite.eco reserves the possibility to interrupt, to suspend momentarily or to modify without notice the access to all or part of the Service, in order to ensure its maintenance, or for any other reason, without the interruption giving right to any obligation or compensation.

In such cases, the User agrees not to hold the Publisher responsible for any interruption or suspension of service, even without notice. The User may contact the Publisher by e-mail at the Publisher's e-mail address provided in Section 1.

Article 3. Strictly personal use

Only one Account can be created per User.

The user of the Services is considered to be the person whose personal information corresponds to that provided on the registration form, to the exclusion of any other third party.

The User therefore undertakes to use the Services personally, and not to allow any third party to use them in his/her place or on his/her behalf, including another user of the Services, unless he/she bears full responsibility for doing so.

The User is also responsible for maintaining the confidentiality of his identifiers and expressly acknowledges that any use of the Services from his Account will be deemed to have been made by him.

In case the User notices that his Account is or has been used without his knowledge, he commits himself to notify Mobilite.eco and his company representative as soon as possible, at the following email address: contact@mobilite.eco.

Article 4. Intellectual property

Trademarks, logos, signs and all content on the Site (text, images, sound, etc.), the Platform and the Applications are protected by the Intellectual Property Code and more particularly by copyright.

Any total or partial representation of this site by any process whatsoever, without the express permission of the operator of the website would constitute an infringement punishable by Article L 335-2 and following of the Code of Intellectual Property.

It is recalled in accordance with Article L122-5 of the Code of Intellectual Property that the User who reproduces, copies or publishes the protected content must cite the author and its source.

Article 5. Responsibility

The sources of the information published on the Site <https://mobilite.eco>, the Platform <https://app.mobilite.eco> and on the Applications are deemed reliable but the Publisher does not guarantee that it is free of defects, errors or omissions.

The information communicated is presented as an indication and general without contractual value. In spite of regular updates, Mobilite.eco cannot be held responsible for changes in administrative and legal provisions occurring after publication. Likewise, Mobilite.eco cannot be held responsible for the use and interpretation of the information contained in this site by the user or any other third party.

The user makes sure to keep his password secret. Any disclosure of the password, in any form, is prohibited. The User assumes all risks related to the use of his/her login and password. The site declines any responsibility.

Mobilite.eco cannot be held responsible for possible viruses that could infect the computer or any computer equipment of the Internet user, following use, access or downloading from this site.

The responsibility of Mobilite.eco can be engaged in case of force majeure or of unforeseeable and insurmountable fact of a third party.

Article 6. Hypertext links

Hypertext links may be present on the Site, the Platform and the Applications. The user is informed that by clicking on these links, he/she will leave the <https://mobilite.eco> Site, the <https://app.mobilite.eco> Platform and the Applications. The latter has no control over the web pages to which these links lead and cannot, under any circumstances, be held responsible for their content.

Article 7. Cookies

When visiting the Platform site, a cookie may be automatically installed on the user's browser.

Cookies are small files that are temporarily stored on the hard disk of the user's computer. These cookies are necessary to ensure accessibility and navigation on the site. These files do not contain any personal information and cannot be used to identify a person.

The information in the cookies is used to improve the performance of navigation on the <https://app.mobilite.eco> platform.

By browsing the site, the User accepts cookies. Their deactivation can be done through the parameters of the navigation software.

Article 8. Duration of the contract

This contract is valid for an indefinite period. The beginning of the use of the services of the site marks the start of the contract towards the user.

Article 9. Applicable law and competent jurisdiction

French law applies to this contract. In case of a dispute between the parties, the Court of Bayonne will be the only competent court to settle the dispute.

For any question relating to the application of the present GCU, you can join Mobilite.eco to the coordinates registered in the Article 1