

# TERMS OF USE

For the [www.kizoa.com](http://www.kizoa.com) Web Platform

Kizoa is a brand owned by the Pixvisio company, registered with the “Registre des Sociétés d’Evry” under the number 490 864 063. Headquarters are located in France, at 3-5 rue Marcel Pagnol, ZI le Clos Auchin, 91800 Boussy St.Antoine.

The following Terms of Use regulate the contractual relationship between all users of the site (referred to hereafter as “you”) and Pixvisio, the company holding the rights to the Kizoa brand.

## 1. General Terms of Use

### USER CONDUCT:

Pixvisio may monitor or review your conduct on any of the services offered by Kizoa.

Kizoa services may not be used for the following:

- Uploading, sending or transmitting by any means any Content that is illegal, damaging, threatening, abusive, libelous, pornographic, vulgar, obscene, hateful, racist, equivalent to harassment or an invasion of privacy, or is reprehensible in any other way.
- Activities which are harmful to underage users in any way.
- Sending content that may constitute, among other things, incitement to commit crimes or Misdemeanors. Propaganda that is racist, hateful or violent toward any race, ethnicity or Country. False information, a threat to forces of law and order, information pertaining to the adoption, legal proceedings or suicide of minors or to a private tax situation. Libel or insult, an invasion of privacy. Any act putting minors at risk, in particular related to the production, transportation and circulation of messages that are violent, pornographic or threatening to human dignity.
- Falsifying letter-heads or manipulating identity in any other way in an attempt to conceal the origin of Content transmitted via Kizoa.
- Uploading, displaying or transmitting by any means Content that violates patents, copyrights, trade secrets, intellectual or any other property rights (hereafter referred to collectively as “Rights”) belonging to others.
- Uploading, displaying or transmitting by any means any unsolicited or unauthorized advertising or promotional material (in particular, sending “spam”, junk mail, chain letters or any other form of solicitation).

- Hindering or disrupting Kizoa services, servers or networks connected to services, saving or transmitting files or data containing viruses or programs meant to delete data in memory or any other contaminating function, or refusing to conform to the required conditions, procedures, general rules or regulations applicable to networks connected to the services.
- Violating, intentionally or not, any law, national or international regulation in effect, or any other rule that has the status of law.
- Harassing in any way another or other user(s).
- Collecting and storing personal data relating to other users.

Pixvisio cannot preview Content before it is circulated. However, Pixvisio or an individual or entity designated by the company has the right (but not the obligation) to reject or move, at its discretion, any Content available through Kizoa. Pixvisio, or an individual or entity designated by the company, has the right to delete or remove any Content that is in violation of the current terms or is reprehensible in any other way. Any use of Content by the user will be done with the awareness and acceptance of the associated risks pertaining to the appropriateness, usefulness or completeness of this Content.

Although Content is protected, Pixvisio may in some cases divulge Content in order to conform with laws in effect or if, in good faith, Pixvisio esteems it to be necessary (i) in the case of legal proceedings, (ii) to enforce the Conditions of Use, (iii) in response to complaints relative to the violation of the rights of a third party, (iv) to protect the rights or interests of Pixvisio, users of Kizoa, or the general public.

## **2. Registration**

### **KIZOA ACCOUNT REGISTRATION**

In order to use Kizoa online services, you must be of legal adult age as defined in your country of residence.

To access Kizoa services, you may be required to provide your gender, first name, last name, email address and any additional information necessary for your registration or use of these services. You are bound to provide information that is true and accurate. The free Kizoa services are intended for private consumer use, and may not be exploited for commercial profit.

### **3. Confidentiality of Information**

In accordance with the French law "Information Technology and Freedom", the processing of your data has been declared to the National Commission for Information Technology and Liberties (NCIT). The declaration number is 1257631.

Pixvisio is authorized to take, process, and use your information. This data is processed using information technology.

You have a permanent right to access and modify any of your personal data, as specified by European texts and national laws currently in effect (article 34 of the law of January 6, 1978). At any time, you may inquire to Kizoa as to what information is held on your subject, and request that this data be modified. The user's personal information may be used to inform him/her of Kizoa offers and services, in particular via email. At any time, you may request to be removed from the distribution list for these messages, by clicking on the specified link which appears at the bottom of each email sent by Kizoa or one of its partners.

Pixvisio does not share your personal information with third parties. Only Pixvisio and its contractual partners may send you information relative to occasional, specific promotional offers. These partners are selectively chosen by Pixvisio and are recognized for the quality of their products and services.

### **4. Legal Protections**

#### **DISCLAIMER OF WARRANTY**

The user is aware that he/she connects to the Kizoa web platform and uses its services at his/her own risk. Pixvisio is not responsible for any direct or indirect damages (financial loss, loss of profits..) that a user or third party may suffer for whatever reason in relation to his/her connection to the site, to the inability to access or connect to the site, or to the site malfunction. This refers in particular to damages stemming from inaccurate content, errors, delays or interruptions in transmission, from loss or alteration of data, viruses, problems with the user's computer whatever their origin, third-party intrusions, or generally speaking from any use or inability to use the web platform.

Pixvisio commits to using all possible means to ensure the availability of Kizoa services. For technical reasons, a momentary interruption in services may occasionally arise. Pixvisio will keep users informed to the best of its ability as to the nature and duration of any interruptions in Kizoa web platform services, but holds no responsibility in the case of the unavailability of these services. Pixvisio cannot guarantee the reliability or the quality of the external Internet network.

Pixvisio possesses a very powerful infrastructure for storing data (personal information, photos..). In the case of any computer breakdown, this infrastructure should enable the recovery of all data

received. However, Pixvisio cannot be held liable in the case of data loss, and the user should therefore always keep his/her own copy of all files.

The user alone is responsible for the communication and data uploads he/she carries out on the Kizoa web platform.

Links to other sites are provided for the user's convenience. Pixvisio in no way guarantees the content of these sites, and cannot be held responsible in the case of any complaint against one of these sites

## INDEMNIFICATION

You agree to indemnify and hold Pixvisio harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the service, the violation of these Terms of Use by you, the infringement by you (or other user of Kizoa using your account) of any intellectual property or other right of any person or entity or violation of any federal, state, or local law or regulation.

## USER RIGHTS

The photos transferred by the user to his/her account remain his/her property. The user declares that he/she holds, in accordance with the laws currently in effect, the intellectual property rights to the photos he/she stores on the Kizoa web platform according to the Conditions of Use. Kizoa is in no way responsible for the user's violation of any Rights held by third parties that may be committed using the intermediary of Kizoa services.

## APPLICABLE LAW- JURISDICTION

The Kizoa website was developed in accordance with the laws currently in effect in France. Any legal action that may arise between a user and Pixvisio will be submitted to the appropriate jurisdiction in Paris.

## **5. Intellectual Property**

### RIGHTS OF PIXVISIO

All content of the Kizoa website and web platform (also known as the online application), meaning the texts, illustrations and computer code, are the property of Pixvisio. The software program executed in the internet browser is also the property of Pixvisio. Pixvisio grants you the non-exclusive, non-transferable right to use its Software for the sole purpose of employing Kizoa services

in the present context, provided that you abstain from (and abstain from allowing any third party to engage in) the following:

(a) Copying, modifying, creating a derivative of, decoding, disassembling or attempting any other means to decrypt the Software's code; and/or

(b) Selling, granting sub-licenses or guarantees for, or otherwise transferring any rights pertaining to the Software.

Any full or partial reproduction of texts, graphics or illustrations, by any process and on any support whatsoever, requires the explicit authorization of Kizoa.

## **6. Term**

The term of this agreement will commence upon your use of the Kizoa service and will carry on even after you have stopped using Kizoa's services.