

## Terms of Use

### Opendatasoft

*Last update: 2022-01-26*

**WE INVITE YOU TO READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS OF USE. SIMILARLY, PLEASE READ [THE PRIVACY POLICY](#) WHICH IS INTEGRAL PART THEREOF.**

Opendatasoft is an all-in-one solution for hosting, publishing and sharing data in a simple, safe and efficient way ("Opendatasoft"), designed and made available [in SaaS mode] by OPENDATASOFT, a French simplified joint-stock company (*Société par actions simplifiée*) with a capital of €399 509, registered with the Paris Trade and Companies Register under n°538 168 329, having its principal place of business at 50, Boulevard Haussmann, 75009 Paris, France ("OPENDATASOFT" or "We").

Access to and use of Opendatasoft and its content is strictly limited to any user with a login enabling him/her to access and use all or part of the Opendatasoft's platform and services, including as part of a trial offer ("User" or "You").

These Terms of Use define the conditions according to which User can access and use Opendatasoft, subject to the acceptance of these Terms of Use and our [Privacy Policy](#). This document is a contract concluded between You and OPENDATASOFT, each being hereafter designated as a "Party" and together as the "Parties".

Access to and use of contents made available on Opendatasoft's Platform may also be subject to the acceptance by User of additional terms and conditions issued by the organization which gave him/her said access and right of use ("the Client"), or any other legal documentation issued by the Client in that respect.

For any question regarding this document and our services, please contact us through our website or by email: [legal@opendatasoft.com](mailto:legal@opendatasoft.com)

### **ARTICLE 1. SERVICES OFFERED THROUGH OPENDATASOFT'S Platform**

OPENDATASOFT provides a platform to make datasets ("DataSets") available to Users .

Content and options made available on the Platform depend on the level of service chosen by the Client to be made available to Users. The Client is sole liable of the data and contents made available to Users, in its quality of publisher. OPENDATASOFT cannot be held liable for the displaying and use of such data or contents.

Access to Opendatasoft is possible 24 hours a day, 7 days a week, except in cases of force majeure, technical incidents, or interventions required for its proper functioning.

## **ARTICLE 2. USER ACCESS AND REGISTRATION**

Access to the Opendatasoft platform is in principle free and open to any legal entity and USERS as defines by the Client and may be subject to a prior registration of the User.

User who wishes to access to Opendatasoft and its contents:

- (i) either receives his/her identifiers from the Client, connects to Opendatasoft and, at the time of his/her first connection, reads and accepts these Terms of Use; or
- (ii) complete a registration form on Opendatasoft, by providing his/her name, surname, email address, and accept these Terms of Use.

User undertakes to provide accurate, sincere and true information, and to update his/her information when necessary.

In the event that User provides inaccurate or out-of-date information, OPENDATASOFT may immediately, without notice or compensation, suspend or terminate User's account.

The Client may also terminate User's access to Opendatasoft and/or Client's Domain, without OPENDATASOFT being liable for such termination and its consequences.

2.3. - User's login and passwords are personal and non-transferable. Any connection or action carried out with such login and password is presumed to be performed by User.

Opendatasoft recommends User to choose a username and a strong password (minimum recommended of 12 characters including upper case letters, lower case letters, numbers and special characters) and to change them regularly. User can safely modify his/her personal information, login and password by accessing to his/her personal account on Opendatasoft.

User agrees to immediately notify OPENDATASOFT of any loss, misuse or unauthorized use of its login and/or password, or fraudulent access to his/her account, by writing to: [support@opendatasoft.com](mailto:support@opendatasoft.com)

OPENDATASOFT reserves the right to immediately and, if necessary, definitively suspend all access to or use of User's account in the event of a proven or established violation of his/her login and password, and to inform the Client.

User may close his/her account at any time by sending an email to: [support@opendatasoft.com](mailto:support@opendatasoft.com). OPENDATASOFT will deactivate the account as soon as possible and will send User an email confirming the

closure of the account. OPENDATASOFT will, as the case may be, inform the Client.

The Client may decide to suspend, as the case may be definitively, the account and/or access of User, under its sole liability.

### **ARTICLE 3. OBLIGATIONS OF USER**

User undertakes to:

- comply with these Terms of Use and, if applicable, with the terms and conditions issued by the Client, and all applicable laws and regulation;
- provide Opendatasoft with complete and accurate registration information and behave in a fair manner towards OPENDATASOFT, the Client and other users;
- not to use Opendatasoft and its contents in violation of these Terms of Use, the rights of third parties (including intellectual property rights and image rights), an obligation of confidentiality, or in an unfair manner or contrary to the law;
- not to infringe or harm the automated data processing systems implemented for the operation of Opendatasoft, or commit the offences provided for in Articles 323-1 et seq. of the French Criminal Code.

### **ARTICLE 4. LIABILITY**

4.1. - User is solely responsible for his/her access and use of Opendatasoft and the contents he/she may share and/or access to.

OPENDATASOFT cannot be held responsible for any damage caused by the use of all or part of the contents made available on the Opendatasoft Platform.

OPENDATASOFT furthermore declines any liability in the event of:

- abnormal use or illicit exploitation of Opendatasoft, its platform, services and contents;
- use of Opendatasoft that does not comply with and is not provided for in these Terms of Use;
- temporary inability to access Opendatasoft's Platform due to technical maintenance operations or interruptions linked to the nature of the Internet network independent of OPENDATASOFT;
- viral attacks on User's information system independent of the use of Opendatasoft, or viral attacks due to User's negligence, and in particular in the event of User's login and/or password not being sufficiently protected;
- incomplete, non-updated or erroneous information or contents made available by the Client;
- infringement of the rights of third parties of which the Client or more generally any user has become aware; or

- unsuitability of the Opendatasoft platform and services with User's equipment, including hardware and software.

4.2. - It is expressly agreed that OPENDATASOFT, in the context of the provision of a SaaS service, is only subject to a general obligation of means and that OPENDATASOFT is not bound by any obligation of result or reinforced means of any kind, except in the case of a specific contractual provision or regulation of public order to the contrary.

OPENDATASOFT cannot guarantee that the use of Opendatasoft will generate an increase in turnover for User acting in a professional capacity.

User may hold OPENDATASOFT liable only if he/she has previously notified OPENDATASOFT by registered letter with acknowledgement of receipt of the alleged breach and if OPENDATASOFT has not responded within thirty (30) days of receiving this formal notice. In any case, it is recalled that OPENDATASOFT's liability can only be sought in the event of proven fault.

Furthermore, due to the nature of the Internet (interconnection of a multitude of independent parties), no one can guarantee the overall functioning of the networks from end to end. OPENDATASOFT cannot therefore be held responsible for any damage that it did not cause directly.

Under no circumstances may OPENDATASOFT be held liable, regardless of the type of action brought, for indirect damage of any kind, for example, and without this list being exhaustive, any financial or commercial damage, loss of profit, commercial disturbance, loss of earnings, damage to a third party, or action brought by a third party against the User, as well as the consequences thereof, related to the present contract or its execution. User is solely responsible for any direct or indirect, material or immaterial prejudice caused by himself/herself or one of his/her employees to OPENDATASOFT or to third parties as a result of his/her use of Opendatasoft and its contents and services.

It is expressly agreed between the Parties that the provisions of this clause will continue to apply even in the event of termination of the present contract by a final court decision.

4.3. It is expressly stated and agreed between the Parties that, for all data, contents and information published by a Client, OPENDATASOFT will have the status of host in application of Article 6 I 2) of the French Law of June 21, 2004 on confidence in the digital economy.

In this capacity, OPENDATASOFT undertakes to promptly remove any manifestly illicit content as soon as it becomes aware of it. Notification of manifestly illicit content may be sent by e-mail to: [support@opendatasoft.com](mailto:support@opendatasoft.com). The link to the content(s) identified as manifestly illegal must be indicated in the notification.

In application of this status, User acknowledges that OPENDATASOFT does not guarantee the validity, completeness, or timeliness of data, information or contents made available by the Client on Opendatasoft Platform.

## ARTICLE 5. INTELLECTUAL PROPERTY

User acknowledges that the Opendatasoft solution, platform and content edited and published by OPENDATASOFT are the exclusive property of OPENDATASOFT. Thus, with the exception of data published by the Client, all trademarks, logos, domain names, slogans, graphics, photographs, animations, videos, software, solutions, databases and texts created, published or registered by OPENDATASOFT, and constituting Opendatasoft, are the exclusive property of OPENDATASOFT and may not therefore be reproduced, used or represented without its prior written consent, under penalty of legal action.

In this respect, the User shall refrain in particular from:

- using the Opendatasoft names and logos, in any capacity or in any form whatsoever, without the prior written consent of OPENDATASOFT;
- creating or maintaining any confusion with OPENDATASOFT in the context of his/her activities, advertising campaigns and/or promotional announcements, and in particular any confusion likely to infringe of OPENDATASOFT's trademarks or likely to characterize an action of unfair competition or parasitism; and
- adapting, correcting, modifying or reproducing all or part of Opendatasoft, its platform, contents and services. Only the Client may personalize its Client's Domain in accordance with the applicable OPENDATASOFT's terms and conditions.

Any total or partial representation of Opendatasoft, its platform, contents or services, by any means whatsoever, without the prior express consent of OPENDATASOFT or, where applicable, of the Client in the case of the Client's Domain, is prohibited and will constitute an infringement punishable by articles L. 335-2 et seq. and articles L. 713-1 et seq. of the French intellectual property code.

In addition, OPENDATASOFT expressly prohibits:

- the extraction, by permanent or temporary transfer, of all or a qualitatively or quantitatively substantial part of Opendatasoft, by any means and in any form whatsoever, as long as the author of such extraction is not duly authorized;
- the re-use, by making available to the public all or a qualitatively or quantitatively substantial part of Opendatasoft, in any form whatsoever, provided that this re-use takes place outside of the licenses granted by OPENDATASOFT or the Client; and
- the repeated and systematic extraction or re-use of qualitatively or quantitatively insubstantial parts of Opendatasoft when such operations manifestly exceed the conditions of normal use.

User shall refrain from any act of reverse engineering, modification, translation, adaptation, disassembly, decompilation, use for purposes of competitive analysis, distribution or creation of derivative works, in particular the creation of software offering in whole or in part a service identical or similar to Opendatasoft, from all or part of Opendatasoft, its contents and documentation, except under the conditions and within the limits strictly defined by law.

In accordance with Article L. 122-6-1 of the French Intellectual Property Code, OPENDATASOFT reserves the exclusive right to carry out corrective maintenance of Opendatasoft, the platform and its services, as well as the determination of the particular terms and conditions to which the acts provided for in 1° and 2° of Article L. 122-6 of the aforementioned code are subject when they are necessary for the use of Opendatasoft.

## **ARTICLE 6. PROTECTION OF PERSONAL DATA**

OPENDATASOFT undertakes to comply with the laws and regulations applicable to the protection of personal data, and in particular the French Data Protection Act n°78-17 of 6 January 1978 as amended and the General Data Protection Regulation n°2016/679 of 27 April 2016 (GDPR), with regard to the processing of personal data for which it is data controller.

OPENDATASOFT ensures that each Client complies with the above-mentioned laws and regulations with regard to its processing of personal data, and for which, where applicable, OPENDATASOFT may be data processor.

User may obtain further information by consulting OPENDATASOFT's [Privacy Policy](#) or by writing to: [dpo@opendatasoft.com](mailto:dpo@opendatasoft.com)

## **ARTICLE 7. FORCE MAJEURE**

OPENDATASOFT cannot be held liable if the non-execution or delay in the execution of one of its obligations described in these Terms of Use results from a case of force majeure under article 1218 of the French Civil Code.

Force majeure in contractual matters occurs when an event beyond the control of the debtor, which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from fulfilling his obligation.

If the impediment is temporary, the performance of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the impediment is definitive, the contract is automatically terminated and the parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

In this regard, OPENDATASOFT cannot be held liable, in particular, in the event of an attack by hackers, unavailability of materials, supplies, spare parts, personal equipment, or other; and interruption, suspension, reduction or disruption of electricity or other services or any interruption of electronic communications networks, as well as in the event of any circumstance or event outside of OPENDATASOFT's control occurring after the conclusion of the Terms of Use and preventing their execution under normal conditions, despite the appropriate security guarantees implemented by OPENDATASOFT.

It is specified that, in such a situation, User may not claim payment of any compensation and may not bring any action against OPENDATASOFT.

In the event of the occurrence of one of the above-mentioned events, OPENDATASOFT will endeavour to inform User as soon as possible.

## **ARTICLE 8. GENERAL PROVISIONS**

OPENDATASOFT reserves the right to update and modify these Terms of Use at any time, it being specified that the Terms of Use in force are those published on Opendatasoft at the time of access to the platform and browsing by User.

No indication or document may give rise to any obligation not included in these Terms of Use unless it is the subject of a new agreement between the Parties or results from the law.

The Parties further declare that these Terms of Use may in no case be considered as an act creating a legal person or any other legal entity, and that any form of "*affectio societatis*" is formally excluded from their relationship.

The fact that one of the Parties has not requested for the application of any clause of these Terms of Use, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In the event of difficulty of interpretation between any of the headings at the top of the clauses and any of the clauses, the headings shall be declared non-existent.

If any of the provisions of these Terms of Use should be declared null and void with regard to a legislative or regulatory provision in force and/or a final court decision, it shall be deemed unwritten but shall in no way affect the validity of the other provisions which shall remain fully applicable.

## **ARTICLE 9. GOVERNING LAW -- MEDIATION**

THESE TERMS OF USE AND THE RELATIONSHIP BETWEEN USER AND OPENDATASOFT ARE GOVERNED BY FRENCH LAW.

In the event of a dispute arising between OPENDATASOFT and User concerning the interpretation, execution or termination of these Terms of Use, the Parties shall endeavour to settle it amicably.

In the event that User is a professional and no amicable solution is found within thirty (30) days of the registered letter sent by User, the dispute will be submitted to the exclusive jurisdiction of the Commercial Court of Paris, whether or not there is a plurality of defendants or a call for guarantees.