

TermsEnd User License Agreement - SPAW

1. General Information

These general terms of use govern the use and the mobile application "SPAW", a SASU registered with the Paris Trade and Companies Register under number 987 516 226, with a share capital of €4,000, SIREN number 9817 516 226, SIRET number 987 516 226 00014, and headquartered at 61 rue de Lyon, 75012, Paris.

These general terms of use apply from the effective date stated at the conclusion of the document. Any user who has created an account on the SPAW mobile application must comply with the terms of this contract as stated below. SPAW reserves the right to unilaterally modify these general terms of use. Any substantial modification of the General Terms of Use will be notified to the user and will constitute a new contract. This new acceptance by the user will be necessary for any use of the SPAW mobile application.

1.1 Contract Terms

Under this Contract, the terms "Contract", "services", "content", "you" and "user" are interpreted as follows: The term "services" refers to all services provided by SPAW or its affiliated partners. The term "content" refers to all documents, groups of documents, images, links, photos, videos, information, data accessible on the SPAW mobile application. The terms "you" and "user" refer to all natural or legal persons or any legal entity having created an account on the SPAW application. The term "Contract" refers to these general terms of use as well as all related obligations.

2. Access and Content

2.1 Prerequisites

Any user who wishes to access the content offered by SPAW on its mobile application must create an individual account. Under this Contract, the creation of an account places an obligation on the user to provide conforming, complete, and accurate information. The user who wishes to create an account to access the services provided by SPAW undertakes, beyond the accuracy of the information provided, to use the SPAW mobile application in accordance with its intended purpose. Any user who has created an account for the use of the SPAW mobile application must proceed with authentication by short message service (SMS).

2.2 Content

SPAW provides its users access to different features and services through a dual function of search and social networking.

Under this contract, the SPAW mobile application allows users, without limitation: to locate various establishments offering beverage service and related activities; to have access to various information provided by users of other establishments in written or video format; to broadcast short video format information about the establishment currently frequented by the user in order to transmit it to third-party users; to share a geolocated or geolocalizable position with third-party users.

Furthermore, SPAW allows any user who makes a commitment via video format, contribution, or "challenge" to have a point indicator referenced within the rating mechanism of the SPAW mobile application. The data of the aforementioned rating mechanism is provided by users of the various services produced by SPAW. Any contribution by a user to the rating mechanism grants them a one-time retribution, inherent to the services provided by SPAW and in no case constituting data with extrinsic value to said services. The rating system is accessible to users as well as establishments subject to said ratings.

2.2.1 Community Guidelines

The use of SPAW services is subject to compliance with the SPAW Community-Guidelines. These rules define the types of content and behavior that are permitted and prohibited on the platform, as well as the applicable moderation systems and sanctions. Each user commits to acknowledge and comply with these rules. SPAW reserves the right to modify these rules at any time, with modifications taking effect upon their publication. Users will be informed of substantial modifications.

2.3 Content Recommendation

TermsEnd User License Agreement - SPAW

In order to always provide the user with a precise, relevant, and adequate experience in using the mobile application, SPAW reserves the right to recommend content to its users. This content notably aims at recommending certain establishments, places, videos, and generally any element present on the mobile application likely to be recommended to the user.

3. Personal Data

The user of the SPAW mobile application consents to the collection and processing of their personal data by SPAW, in accordance with its privacy policy, accessible on SPAW's mobile application and texts relating to the General Data Protection Regulation (GDPR - Regulation (EU) 2016/679 as well as the law relating to information technology, files and freedoms of January 6, 1978).

Information of a nominative nature relating to customers is subject to automated processing. SPAW reserves the right to collect information about customers, including using cookies. Personal data collected includes name, address, email address, phone number. The content of broadcast videos as well as data, address, establishment name, user geolocation when the user has expressly agreed to the collection of this data, as well as the establishment and information provided about this establishment by users are also collected by SPAW.

Under the GDPR (EU Regulation 2016/579), SPAW is defined as the data controller. The processor is "Supabase", located at 970 Toa Payoh North #07-04, Singapore 318992.

The Customer has a right of access, rectification, or opposition to the processing of this data, in accordance with the General Data Protection Regulation (GDPR). The customer is invited to consult SPAW's privacy policy and its services here ([bio.site/spaw](#)).

4. Intellectual Property

The SPAW website and mobile application, as well as all elements that compose it, including but not limited to programs, data, texts, images, sounds, drawings, graphics, or logos, are the property of SPAW. Any copy, reproduction, representation, adaptation, distribution, in whole or in part, of the SPAW website or mobile application, by any process whatsoever and on any medium whatsoever is subject to SPAW's prior written agreement, subject to exceptions provided for by the Intellectual Property Code.

Documents may only be used for personal information purposes and in a strictly private context in accordance with Article L122-5 2° of the IPC, documents and information cannot be modified in any way, documents and information cannot be distributed outside the SPAW website or mobile application, except through the sharing buttons provided for this purpose.

5. Liability and Obligations of the Parties

5.1 Limitation and Exclusion of Liability

WE DRAW THE USER'S ATTENTION TO THE IMPORTANCE AND CONTENT OF THE FOLLOWING CLAUSE:

These terms of use do not limit liability in cases of: fraud, or fraudulent misrepresentation or deception; death or personal injury due to negligence; gross negligence; willful misconduct.

SPAW aims to ensure the accuracy of information present on the Site or mobile application. Nevertheless, the processed information may contain technical, typographical, or substantial inaccuracies. SPAW cannot in any way be held responsible for any errors that may be present on the site or mobile application, nor for the completeness, relevance of processed information and data.

TermsEnd User License Agreement - SPAW

SPAW can never be responsible for any usage defects due to possible errors, interruptions, unavailability of information and/or presence of viruses on the site or mobile application, in case of malfunction, impossibility of access, or poor conditions of use of the Site attributable to unsuitable equipment, to internal malfunctions of the User's Internet service provider, to Internet network congestion, or for any other reasons beyond SPAW's control.

SPAW makes every effort to guarantee its users optimal use of its services within the limits of the reservations issued under clause "6.1" of this Contract. SPAW hereby disclaims all liability in case of publication of hateful, racist, sexual content, sensitive content requiring mention when posted publicly, content that may threaten others' reputation, showing voluntary degradation of an establishment, promoting illicit substances for consumption or marketing purposes, disseminating pornographic or offensive content.

Under this contract, SPAW undertakes to implement a mechanism for reporting all illegal comments that may constitute a criminal offense, particularly in the aforementioned cases.

In the case of comments or any other content that may indirectly cause financial or economic harm to establishments referred to under these general terms of use, SPAW strives to implement a system of control, highlighting their publication date as well as transparent and exhaustive processing of all ranking criteria for these comments or content published on the SPAW application under Articles D.111-16 and D.111-17 of the Consumer Code.

Except for the stated cases and subject to the previously cited elements, SPAW is only responsible to its users for the violation of its own obligations under this terms of use contract.

5.3 User Obligations

In addition to the obligations mentioned in clauses "1." and "2.1" of this contract, users are bound by an obligation to warn and/or inform SPAW of any content whose nature is identical to the characteristics mentioned above under clause "5.2".

Users of the SPAW mobile application and all its services are also bound by an obligation to use said services in a conforming, diligent, and good faith manner. Any breach whose nature can be related to the cases mentioned above under clause "5.2" of this Contract authorizes SPAW to temporarily ban, for an indefinite period or permanently, the user who would not respect the conditions imposed under these general terms of use.

6. Applicable Law and Dispute Resolution

6.1 Applicable Law

This Contract is governed by French law as applicable on the day of the user's signature prior to any use of the SPAW mobile application.

6.2 Competent Jurisdiction

In the event of a dispute between a non-professional user and SPAW under this contract, the competent jurisdiction is that of the defendant's place of domicile or, failing that, the place where the damage occurred under Article 42 of the Code of Civil Procedure.

In the event of a dispute between a professional user and SPAW under this contract, the competent jurisdiction is the Judicial Court of Strasbourg Commercial Chamber.

TermsEnd User License Agreement - SPAW

Last Updated : 29.10.2024