

# General conditions of use

## of the Ecnelis Fly website

*In force on 2021 January 7th*

The purpose of these **General Terms of Use** (referred to as "GTU") is to provide legal guidance on the terms and conditions for the provision of the site and to define the terms and conditions of access and use of the services by "the User".

These GTU are accessible on the website under the heading «**Privacy Policy**».

Any registration or use of the site implies the acceptance without any reservation or restriction of these terms and conditions by the user. When registering on the site via the Registration Form, each user expressly accepts these Terms of Use by checking the box preceding the following text: *«I acknowledge having read and understood the Terms of Use and I accept them»*.

In case of non-acceptance of the TCU stipulated in this contract, the User must waive access to the services offered by the site.

**ecnelisfly.com** reserves the right to unilaterally and at any time change the content of these TCU.

### **ARTICLE 1: Legal information**

The editing and direction of the publication of the ecnelisfly.com site are provided by the designer and developer of the site: Thierry Vuillermet .

Email address: **ecnelisfly@outlook.com**

The web application is hosted on Heroku (<https://www.heroku.com/>). The ecnelisfly.com domain is hosted by OVH (<https://www.ovh.com>).

## ARTICLE 2: Access to the site

The *ecnelisfly.com* site allows the User free access to the following services:

- consultation of a database of sound files via an interactive map and a sound library.
- deposit of sound files with the possibility to categorize them among the 210 proposed headings, to describe them (title, recording material, place, hashtags, url links) and to locate them geographically on the interactive map thanks to the markers.
- management of sound files deposited in a dashboard.
- free download of the data proposed by the site.
- the participation and contribution of these sounds to sound quizzes.
- the ability to comment on each sound file.

The site is accessible free of charge in any place to any User with Internet access. All costs incurred by the User to access the service (hardware, software, Internet connection, etc.) are the responsibility of the User.

The non-member User does not have access to the reserved services. To do this, he must register by filling out the form. By agreeing to subscribe to the reserved services, the Member User undertakes to provide sincere and accurate information concerning his civil status and contact details, including his email address.

To access the services, the User must then identify himself using his username and password.

Any regularly registered User Member may also request to **unsubscribe** by writing to the administrator at this address. It shall be effective within a reasonable period of time.

Any event due to force majeure resulting in a malfunction of the site or server and subject to any interruption or modification in case of maintenance, does not engage the responsibility of *ecnelisfly.com*. In these cases, the User agrees not to hold the publisher responsible for any interruption or suspension of service, even without prior notice.

The User has the possibility to contact the site by email to the email address of the publisher communicated in ARTICLE 1.

## ARTICLE 3: Data Collection

The site is exempt from reporting to the National Data Protection Commission (CNIL) to the extent that it does not collect any data concerning Users.

## **ARTICLE 4: Intellectual Property**

Trademarks, logos, signs and all contents of the site (texts, images, sound, etc.) are protected by the Intellectual Property Code and more particularly by copyright.

The brand Ecnelis Fly is a registered trademark of Vuillermet Thierry. Any representation and/or reproduction and/or partial or total use of this mark, of any kind, is totally prohibited.

The User must request the prior authorization of the site for any reproduction, publication, copy of the various contents. It undertakes to use the contents of the site in a strictly private context, any use for commercial and advertising purposes is strictly prohibited.

Any total or partial representation of this site by any process whatsoever, without the express authorization of the operator of the website would constitute an infringement sanctioned by article L 335-2 et seq of the Intellectual Property Code.

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

## **ARTICLE 5: Liability**

The sources of the information on [ecnelisfly.com](http://ecnelisfly.com) are considered reliable, but the site does not guarantee that it is free of defects, errors or omissions.

The information provided is indicative and general and does not have any contractual value. Despite regular updates, *ecnelisfly.com* cannot be held responsible for changes to administrative and legal provisions that occur after publication. Similarly, the site cannot be held responsible for the use and interpretation of the information contained in this site.

The User makes sure to keep his password secret. Any disclosure of the password in any form is prohibited. It assumes the risks associated with the use of its username and password. The site declines all responsibility.

The [ecnelisfly.com](http://ecnelisfly.com) *site* cannot be held responsible for any viruses that could infect the computer or any computer equipment of the Internet user, following a use, access, or download from this site.

The site cannot be held liable in case of force majeure or unforeseeable and insurmountable fact of a third party.

## ARTICLE 6: Hyperlinks

Hypertext links may be present on the site. The User is informed that by clicking on these links, he will leave the *ecnelisfly.com*. The latter has no control over the web pages on which these links end up and cannot, under any circumstances, be responsible for their content.

## ARTICLE 7: Cookies

The User is informed that during his visits to the site, a cookie can be installed automatically on his browser software.

Cookies are small files temporarily stored on the hard drive of the User's computer by your browser that are necessary for the use of the *ecnelisfly.com*. Cookies do not contain personal information and cannot be used to identify someone. A cookie contains a unique identifier, generated randomly and thus anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in the cookies is used to improve the *ecnelisfly.com*.

By browsing the site, the User accepts them.

However, the User must consent to the use of certain cookies.

Failing acceptance, the User is informed that certain features or pages may be refused.

The User may disable these cookies through the settings contained in his browser software.

## ARTICLE 8: Publication by the User

The site allows members to publish sound files with description, geographical location and comments.




In its publications, the member undertakes to respect the rules of the Netiquette (rules of good conduct of the internet) and the rules of law in force.

In its publications, the member also undertakes to publish quality (well-categorized) content that does not involve violence, racism, homophobia or pornography. The deposited file must also be an original file, ideally recorded by the user: all its deposited must be free of rights and must not be subject to copyright protection.

The deposited sound file (in mp3, ogg or wav format) must not exceed **3 min and 20MB**.

The site may exercise moderation on the publications and reserves the right to refuse their posting online, without having to justify it to the member.

The Member shall retain all intellectual property rights. He has the possibility to choose between 4 types of licenses:

- **Sharing for public domain :** [Creative Commons domaine public](#) 
- **Sharing with attribution :** [Creative Commons Attribution](#) 
- **Sharing attribution and non commercial use :** [Creative commons attribution et non commercial](#) 
- **Sharing with attribution , non commercial use and downloading disabled on ecnelisfly.**

The publishing company undertakes to include the name of the member in the vicinity of each use of its publication.

Any content uploaded by the User is the sole responsibility of the User. The User undertakes not to post any content that could harm the interests of third parties. Any legal action taken by an injured third party against the site will be taken by the User.

The content of the User may be deleted or modified by the site at any time and for any reason, without notice.

## **ARTICLE 9: Applicable law and jurisdiction**

French law applies to this contract. In the event of a lack of amicable resolution of a dispute between the parties, the French courts shall have sole jurisdiction to hear it.

If you have any questions regarding the application of these TCU, you may attach the publisher to the contact information provided in ARTICLE 1.