

SaaS Terms & Conditions (CG SaaS)

Article 1 - Terms and Conditions jurisdiction and definitions

These Terms and Conditions of Use and Sale are governed by the laws of France and will be interpreted in accordance with the French courts. You can get on this page, for your reading comfort and understanding, a full translation in English of the Terms and Conditions of the current website.

The below listed words define :

- 'Site', 'service' or 'website' : the website <https://www.isshub.io> and all its pages.
- 'Products' : all goods (both physical and intangible) and services that it is possible to buy or to which it is possible to subscribe to on the site.
- 'Publisher' : the legal or natural person responsible for editing and publishing content on the site.
- 'User' : the person visiting and using the site.

And 'Customer' : The user completing a purchase on the website.

Article 2 - Mentions imposed by French trust law in the digital economy and site purpose

The website is published by Twidi.com EURL.

Legal mentions concerning the website host and publisher can be found in the website Legal Notices ; web site policy regarding the gathering and use of its users data can be found in the website Privacy Policy.

The purpose of the site is the following : "managing your data from Github".

The site is free to access by any Internet user. The acquisition of a product, creation of an account on the site, and in a broader sense navigation on the site implies acceptance by the user of the whole current Terms and Conditions, the user thus acknowledging to have taken full knowledge and accepted the latter. For instance the collection of this acceptance can be materialized as a checkbox next to the sentence: "I have read and accepted the terms and conditions of this site.". Ticking this box will be considered to have the same value as a handwritten signature from the user. The user recognizes the value of evidence from the site automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms and Conditions implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

Article 3 - Characteristics of products and services offered

The services and products offered are those listed in the catalog published on the site. Each product or service is accompanied by a description provided by the site editor. The pictures of the catalog products reflect a true picture of the products and services but are not binding to the extent that they can not ensure a perfect similarity or that the Service may be subject to changes.

The present site support service is available by email at the following address: stephane@isshub.io or by post to the address indicated in the terms, in which case the publisher commits to respond within 7 days.

Article 4 - Prices

The prices listed in the catalog are prices shown in Euros including taxes (TTC), and based on the applicable VAT on the day of the order.

Twidi.com reserves the right to change prices at any time and to replicate any VAT rate growth . However, only the price appearing in the catalog on the day of the order shall be applicable to the buyer.

Article 5 - Member account

The registered user on the website (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can ask for a generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the site will not be held liable for unauthorized access to a user account.

Creating an account is a prerequisite to any order or member contribution on this site. To this purpose, the member can be asked to provide a few personal information. The member agrees to provide accurate information.

Data collection purpose is the creation of a member account ; this account allows the customer to check all orders made on the site with the account and the contracts owned. The site publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages are freely printable by the given account holder but cannot be taken as evidence ; they only have informative value and aim to effectively help the member to manage his or her orders or contributions.

The publisher reserves the exclusive right to delete the account of any member who may have breached these Terms and Conditions, including but not limited to the following cases :

- the member has knowingly provided false information during his or her registration and the creation of an account
- the member has been inactive on the site for at least a year.

Said deletion cannot be considered harmful to the excluded member, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Article 6 - Publisher waiver of responsibility

Failure to connect to the website is not considered harmful to the users, and will not result in any right to any kind of compensation. The unavailability of the site, even extended without any time limit and concerning one or several products, can not be considered harmful to users and can not result in the award of damages from the publisher. The photographs and visual products presented on the site have no contractual value, the responsibility of the publisher of this site can not be engaged if product specifics are different from their displays on the site, or if they are incorrect or incomplete.

The hypertext links on the current website may refer to other sites and the responsibility of the publisher of the current website can not be engaged if the content of these sites contravenes the laws. The current website publisher will not be held responsible of any harm caused to the user by his or her visit on those third-party sites.

Article 7 - Intellectual property rights relating to information published on this site

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the website and of material on the website. Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting. Any user found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

This site uses elements (images, photographs, content) whose credits go to: their own authors.

Article 8 - Brands

Trademarks and logos appearing on the site are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweavings, distribution and reruns incurs to penalties foreseen in the articles L. 713-2 and following of the French Code of the intellectual property.

Article 9 - Limitations of Liability

The editor of the site, particularly in the online sales process is only bound by an obligation of means; his liability can not be held liable for damages resulting from the use of the Internet such as data loss, intrusion, viruses, interruption of service or other.

Twidi.com can not be held liable for breach of contract, due to the occurrence of an event of force majeure and in particular in case of total or partial strike of external services or disasters caused by floods or fires . Regarding products purchased, the publisher shall not be liable for all damages because of this, business interruption, loss of profit, damage or expense that might arise. The choice and the subscription to a product are under the sole responsibility of the user.

The user expressly agrees to use the site at their own risk and under his sole responsibility. The site provides the user with information indication, with flaws, errors, omissions, inaccuracies and other ambiguities that may exist. In any event, the publisher shall in no event be liable:

- Any direct or indirect damage, notably as regards loss of profits, loss of profits, loss of customers, among other data that can result from use of the site, or rather the impossibility of its use ;
- A malfunction, unavailability of access, misuse, improper configuration of the user's computer, or by using a little used by the user's browser ;
- The content of advertisements and other links or external sources accessible by the user from the site

Article 10 - Accessibility

The publisher cannot be liable for any technical hinderance of the connection to the website, including but not limited to hinderance due to a force majeure event, a maintenance, an update, changes being made on the site, an intervention by the hosting company, an internal or external strike, a network outage, a power failure, or a bad setup or operation of the user computer.

Article 11 - Account deletion

Members are free to delete their account on the site. In order to do so, the member can send a e-mail to the website stating that he or she wants to delete the account. No data recovery is possible after account deletion.

The recovery of their data by the member is possible, and determined by the conditions specified in the section among these terms and conditions concerning the return of data.

Article 12 - Eligible law and consumer mediation

These Terms and Conditions are subject to the application of French law. They may be modified at any time by the published or one of its representative. The Terms and Conditions applicable to the user are those in effect on the date of the order or of the connection to the site. The publisher obviously agrees to archive its older version of the Terms and Conditions, and to send them to any user who so requests.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms and Conditions may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings. It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings. Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

Consumer mediation

As required in the article L.612-1 of the French Code de la consommation, Twidi.com EURL guarantees that the Customer can seek a free-of-charge consumer mediation for the amicable resolution of any dispute with the Publisher.

Twidi.com EURL offers its nonprofessional customers the mediation of Mr. Jerome DUPRE, whose coordinates are:

- Mediator Name: Mr. Jérôme DUPRE
- Website: <http://mediateuronline.com/>
- Mail address: contact@negostice.com
- Phone: 07 64 08 61 96

Mediation is not mandatory but only offered to allow informal resolution of disputes and avoid unnecessary litigation.

Article 13 - Use of Cookies

Cookies allow the site to identify its users, customize their browsing experience and speed up the display of the site pages through a data file saved on their computer or device. Cookies are typically used on the site to 1) gather user navigation data to provide analytics and optimize user experience and 2) allow the user to log in to and access password-protected pages, including but not limited to his or her account pages.

The user acknowledges he or she has been informed of the use of cookies on the website, and authorizes the website and its publisher to use it. Twidi.com agrees to never disclose the content of these cookies to third parties, except in the course of legal proceedings. The user can refuse the use of cookies or configure his or her browser to be notified prior to their use. To do this, the user can proceed as follows :

- For Internet Explorer : <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>
- For Safari : <https://support.apple.com/en-us/HT201265>
- For Google Chrome : <https://support.google.com/chrome/answer/95647?hl=en>
- For Firefox : <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- For Opera : <http://help.opera.com/Windows/10.20/en/cookies.html>

Article 14 - Order placing and purchasing process

The "Basket" will be defined as an immaterial container with all the goods or services selected by the user for a purchase by clicking on them. As soon as the user deems to have selected and added to the basket all the products he or she wish to buy, the user will have the possibility to access the basket by clicking on a link or button provided for this purpose, and where he or she can confirm the order. The user will then be redirected to a summary page on which the number, characteristics and unit price of the ordered products, or the price of subscription to the nature of service pricing, will be listed for he or she to review (as well as volume and possible options).

If the user wishes to confirm the order, he or she must tick the dedicated checkbox to show acceptance of these Terms and Conditions of Sale and hit the submit button. The user will then be redirected to a page where he or she will fill the order form fields by entering some personal data necessary to the placing of the order. Once the user has completed and submitted the form, he or she will be redirected to the online payment page where the user can make online payments by credit card or by bank transfers, or will access the required information to send a bank check. An e-mail will shortly be sent to the user, confirming the order and listing its specificities and price.

Article 15 - Payment information

The user can place order on this site and pay by credit card. The credit card payments are made through secure transactions provided by an online payment platform provider.

This site has no access to any user payments data. Payment is made directly to the bank or online payment platform provider. If the user is paying by bank check or transfer, availability time periods defined in these Terms and Conditions shall only run from the date the seller actually receives the payment, the seller having full choice of means to prove this date.

Article 16 - Delivery

The availability of the service (its delivery) is immediate or requires a short time and shall not exceed seven days.

Any claim not made according to the rules defined in the dedicated section of the current Terms and within the defined time periods will not be taken into account and will release Twidi.com from any liability towards the buyer. Upon receiving the claim, Twidi.com will communicate through email, fax or phone with the buyer on how to change or repay the order.

Article 17 - Contract termination

By accepting the current Terms and Conditions, the Customer waives his or her withdrawal right regarding the service (as defined in the article L.221-28 of the French Code de la consommation), provided his or her express consent to this waiver had been given by the customer.

In accordance with the article L.221-28 of the French Code de la consommation, Twidi.com providing access to an online tool with initial and / or regular billing on terms specified in the section of these Terms specifying the access conditions to the software, any withdrawal will be considered a cancellation of the contract and therefore of planned future payments. A withdrawal cannot lead to the refund of any amount already paid for past use of the service.

In case of default (failure to perform a contractual obligation) from a party (Customer or Publisher), the contract can be automatically terminated by the other party after the filling and sending of a letter of formal notice by registered post with proof of receipt. The letter will indicate the failures that have been noticed.

In the event of termination the Publisher will notify the Customer of the coming termination of the subscription to the service, and the Customer will stop using his or her credentials to access the service.

The total or partial inability to use the service due to incompatibility of equipment cannot lead to any compensation, reimbursement or questioning the responsibility of the publisher, except in the case of a proven hidden defect or non-conformity. In case of non delivery of an order or part of an order, the customer has up to 60 days (starting from the expected delivery date) to come forward. No claim will be accepted beyond this time period.

Article 18 - Archives

Twidi.com archives all purchase orders and invoices on a reliable and durable as a true copy. The records will be considered by the parties as proof of communications, orders, payments and transactions between the parts.

Article 19 - Access conditions to the solution

Twidi.com offers the service as a solution hosted on a server, accessible via Internet.

Proposed solutions, offers, plans and related subscription terms are shown on the offers pages of the website.

The duration of the subscription may vary depending on the offer chosen by the user, as will be reflected on the pages of the site.

Data are backed-up and secured by the service. Twidi.com grants the user a personal, non-exclusive, non-assignable and non-transferable license to use its service, for the duration of the contract and for a worldwide use. The user can only use the service according to his or her needs and the guidelines and documentation of the service. In particular, the granted license is only granted for the sole purpose of allowing the user to use the service, to the exclusion of any other purpose.

The user will not make the service available to a third party and any adaptation, modification, translation, arrangement, distribution, decompilation is forbidden, without this list being exhaustive.

If the service implements a minimum subscription commitment for some of its offers, it will be stated clearly and distinctly on the page of the offer and during the subscription process.

Article 20 - Payment

The proposed offers and plans and their corresponding subscription prices are presented on the pages of offers or rates of the site. Detailed on those pages will be the billing details and method (per day, per month, per year, or according to a level of resources utilization, or any other way of access).

In case of automatic direct debit payments amount, date or frequency will be specified during the subscription process and may vary for each customer.

Article 21 - Data restoration

In case of termination of a service contract, regardless of the cause, the publisher commits to destroy or return, at the request of the customer by registered post with proof of receipt, all the customer's data, in a readable and standard format ; the exact format of the data may be specified during exchanges between the site and the customer. The customer will actively work with the publisher to facilitate data transmission.

The publisher will ensure that the customer can continue the use of his or her data without disruption, directly or with the assistance of another service provider.

Article 22 - Terms and Conditions framework

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect. The present Terms and Conditions describe the entire agreement between the user and the website. They supersede all previous or contemporary written or oral agreements. The Terms and Conditions are not assignable, transferable or sublicensable by the user himself.

A printed version of the Terms and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Use, shall be in the French language.

Article 23 - Notice

Any notice concerning the Terms and Conditions, Legal Notices or Privacy Policy must be made in writing and delivered by hand, by registered or certified mail, by post or any other well-known courier service at national level that allows regular review of its prices and conditions, or by e-mail, using the addresses mentioned in the Legal Notices of this website, stating your full name, contact details and subject of the notice .

Article 24 - Inaccuracies

It is possible that there are, on the whole website and the services offered, and to a limited extent, inaccuracies or errors, or information that is at odds with the Terms and Conditions, Legal Notices or Privacy Policy. In addition, it is possible that unauthorized modifications happen to be made by third parties on this site or related services (social networks ...). We make every effort to ensure that such discrepancies be corrected.

In case we miss one, please contact us using the addresses mentioned in the Legal Notices of this website, to give, if possible, a description of the error and location (URL), as well as sufficient information for us to be able to contact you. For requests involving copyright, please refer to the section of this document related to intellectual property.

Article 25 - Claims

Any claim or cause of action you may have with respect to your use of this website, its pages, services or the social network pages of the publisher, or which is the subject of these Terms and Conditions must be initiated within one (1) year after the claim or cause of action arises. If it is not, such a claim or cause of action will never be applicable before a court.

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