

## TERMS OF SERVICE

"DueWork" is the name of the entity directed by the natural person Julien SATTI to publish the offers of services and contents of DueWork (including DueWork ID, DueCast, DueMX, DueVPN and more).

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Nature of the person responsible for publication: natural person

Responsible for the publication : Julien SATTI

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### EXCERPT SPECIFIC TO DUECAST

- DueCast does not reserves itself the right to commercialize the content you publish, sell it to third-parties or use it in any form that is not designed for the basic operation of the service offered without your express written agreement (which is not given by subscribing and agreeing to the following terms);
- You agree to use the service in a rightful way and respect the infrastructure;
- You agree to be held fully responsible, represent yourself if any legal action is taken against for the content you publish and respect the audience by forbidding yourself to spread hate, violence or any form of discrimination; in your content or through social functions;
- You agree to post only content that is original or for which you have written permission to use and share and respect all legislation regarding copyright infringements in your country and the country of France.

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### OVERVIEW

The present conditions govern the terms of service for services carried out by the natural person Julien SATTI, hereafter called "DueWork", residing at 24 Avenue de la Californie 06200 in Nice.

### SECTION 1 – TERMS

By accessing the website at <https://duework.org/>, or any subdomains such as <https://id.duework.org/>, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

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You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of

the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### SECTION 2C - USE LICENSE AND I.P. FOR USER UPLOADED CONTENT

You agree, as a user of DueWork or any service offered such as DuCast, by remaining the full owner of the original intellectual property you publish through our service, to be held responsible for all legal actions taken against content published through your account or originating from a source that our internal research can link to you.

If, at our demand, you decide to allow the usage of your content for commercial purposes, you may not be entitled to royalties. However, credit will always be mentioned and participation is solely voluntary.

#### SECTION 3 - DISCLAIMER

The materials on DueWork's website are provided on an 'as is' basis. DueWork makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, DueWork does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

#### SECTION 4 - LIMITATIONS

In no event shall DueWork or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on DueWork's website, even if DueWork or a DueWork authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### SECTION 5 - ACCURACY OF MATERIALS

The materials appearing on DueWork's website could include technical, typographical, or photographic errors. DueWork does not warrant that any of the materials on its website are accurate, complete or current. DueWork may

make changes to the materials contained on its website at any time without notice. However DueWork does not make any commitment to update the materials.

#### SECTION 6 – LINKS

DueWork has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DueWork of the site. Use of any such linked website is at the user's own risk.

#### SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### SECTION 9 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our *Conditions Générales de Vente* (in French).

#### SECTION 10 – MODIFICATIONS

DueWork may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

#### SECTION 11 – GOVERNING LAW

These terms and conditions are governed by and construed in accordance with the laws of France and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.