

Terms of Use for the Site melomind.com

❖ Article 1 - Purposes of the Site

Our Site is a free service comprising a website providing You with information about myBrain Technologies' activity and offers.

This service is developed by myBrain Technologies –simplified joint-stock company– whose headquarters are located at: 28 allée Hoche, 92130, Issy-les-Moulineaux, France.

The Site will provide You with its services if You accept the present Terms of Use, which objective is to set the technical, practical, and legal terms of the relationship binding You to the Site.

Consequently, myBrain Technologies invites You to acquaint yourself with the present Terms of Use, which You accept and that You agree to respect.

❖ Article 2 - Definitions

Terms of Use: refers to the present conditions of use that define the Terms & Conditions –hereinafter “TOU”– of the Site applying to each User;

Personal Data: refers to personal data according to the Personal Data Regulation;

Personal Data Regulation: refers to French Act No78-17 from January 6, 1978, on information technology, data files, and civil liberties, as amended by subsequent legal texts: The Regulation No 2016/679 (EU) of the European Parliament and of the Council dated April 27, 2016, applicable by May 25, 2018, as well as any other provision which supplements or subsequently replaces them;

Site: refers to the website www.melomind.com

You/User: refers to the person visiting the website, namely the Site's User.

❖ Article 3 - Website access

By nature, access to the Site is open to adults. Any use of the Site by minors must be done so entirely under the responsibility of the holder of parental authority.

On a technical level, the Site is accessible 24/7, provided the occurrence of a case of emergency, possible breakdowns, or any maintenance operation necessary for the proper functioning of the Site.

In any event, You acknowledge to have the necessary skills and means to access and use the Site. As such, You must have a computer or any other device with an Internet connection whose settings obviously allow the Site to function properly. You declare to know the risks and accept them. In particular, You acknowledge that the information passing through or stored on it might be intercepted or altered beyond the Site's control.

However, it is highly recommended that You take all necessary precautions to prevent the risks of piracy, especially by adopting a secured and adapted computer configuration via the implementation of regularly updated virus detection software.

❖ **Article 4 - Liability**

myBrain Technologies cannot be held liable for any malfunction, contamination of your IT equipment during or after your browsing of the Site, impossibility of access or poor condition of use attributable to this equipment, the Internet access provider, Internet network congestion, or any other reason external to myBrain Technologies. Furthermore, the electronic or telephone communications costs incurred by the use of this equipment are at your exclusive expense and will not be borne by the company.

You acknowledge that myBrain Technologies reserves the right to modify, or temporarily or permanently interrupt all or part of the services. myBrain will not be held liable in case of temporary, partial or total unavailability of the Site, particularly in the event of maintenance, technical incidents and, more generally, events beyond its control.

Please note that hyperlinks may lead to other sites than the Site, which remain under the sole responsibility of the operators and owners of these sites.

❖ **Article 5 – Intellectual Property**

The Site and each of its constituent elements such as trademarks, logos, photographs, texts, presentations, brochures, illustrations, software, animations, data, databases, animated and still images, sounds, drawings, graphics, slogans, digital services presentation sheets, digital services names and associated visuals or texts, and other than those relating to links to third-party sites are regulated by intellectual property rights granted to myBrain Technologies. They constitute myBrain Technologies' exclusive intellectual property.

All of these elements are protected by the French Intellectual Property Code and for the whole world against any use unauthorized by the law or the present TOU under penalty, in the event of failure, of legal proceedings.

As such, and in compliance with the Intellectual Property Code provisions, only the use for private purposes by the User is allowed, subject to more restrictive legal provisions. More specifically, browsing the Site does not imply any license or transfer of rights relating to myBrain Technologies' elements, unless expressly stipulated on the Site.

Therefore, any copy, reproduction, representation, adaptation, modification, translation, distribution, full or partial propagation of the Site as well as the transfer of these elements to another site are prohibited without prior written agreement by myBrain Technologies or the rights holder to use an element of the Site, in whole or in part by any process whatsoever and on any medium whatsoever, and can constitute an act of forgery, an infringement of the databases producer's rights, an act of unfair competition and/or parasitism, punishable especially under Articles L. 335-2, L. 335-3, L. 342-1 et seq. and L. 716-1 of the French Intellectual Property Code, and article 1240 of the French Civil Code. Any unauthorized use of the Site's contents or information, especially for commercial exploitation purposes, may lead to legal proceedings, in particular on the basis of the aforementioned grounds, on the part of the holder of the rights in question who reserves the right to claim damages.

Establishing a hyperlink to a page of the Site is subject to prior written authorization by myBrain Technologies. In any event, the establishment of such hyperlink must be clear enough and preceded by the mention © and the Site's address.

You are allowed to consult, view and download the documents and information available under the following conditions:

- the documents may be used only for personal purpose, for information and in a strictly private context, in compliance with Article L. 122-5 2° of the French Intellectual Property Code.
- the documents and information may not be modified in any way.

❖ **Article 6 – Modification of the Terms of Use**

myBrain Technologies reserves the right, especially in the event of an evolution of its services, to modify and update the Terms of Use at any moment and without notifying You beforehand. When appropriate, the last update will be specified on the Site.

Consequently, you should frequently check the Site to stay informed of any changes or updates to the Site's Terms of Use.

myBrain Technologies cannot guarantee the accuracy, the completeness or the timeliness of the information published on the Site, nor the compliance of said information with the use that the User wishes to make of it. You acknowledge using this information under your exclusive responsibility.

❖ **Article 7 – Assignment**

In case of transfer of myBrain Technologies towards a third party, You acknowledge to give your prior agreement to Terms of Use in accordance with Article 1216 of the French Civil Code.

❖ **Article 8 – Personal Data**

Browsing the Site, You agree to the collect and use of Your Personal Data as mentioned below.

Your Personal Data collected on the Site are processed in accordance to the Personal Data Regulation.

myBrain Technologies is the data controller and collects and processes your Personal Data on its own behalf.

- Personal Data collection:

As part of using the Site, myBrain Technologies collects and processes some of Your Personal Data.

Your Personal Data is collected when:

- You order a Melomind
- You contact our teams because you are an individual, or for any press request, or to join the team as part of a spontaneous application.

This includes, but is not limited to, first name, last name, email address, postal address, phone number, country and any other Personal Data

- Personal Data Processing:

Your Personal Data collected by myBrain Technologies are processed for the following purposes:

- Order and deliver a Melomind
- Provide the services and information that You require
- Answer to your questions and requests
- Ensure the security and functioning of the Site
- Improve and adapt the Site's functioning according to your requests
- Control and guarantee that the provisions comprised in the present Privacy Policy are respected

myBrain Technologies cannot transfer the collected Personal Data unless otherwise stated in the Privacy Policy or unless You expressly agree to the transfer.

- Storage period for your Personal Data:

myBrain Technologies undertakes to store your Personal Data only for the period necessary to the operations for which Personal Data are collected, in compliance with the Personal Data Regulation and beyond, for evidence purposes, in accordance with the legal prescription periods.

- Recipient of your Personal Data:

Your Personal Data is exclusively transmitted to myBrain Technologies and made accessible to one of myBrain Technologies' data processors in order to provide and maintain the physical hosting infrastructures of this Personal Data to ensure the associated services.

- Transfer of your Personal Data:

Your Personal Data are not subject to any transfer outside the European Union territory, with the exception of the Site's host Shopify. This service provider is considered to ensure a sufficient level of protection regarding the European legislation's requirements for data protection as it committed to subscribe to and comply with the Privacy Shield decided by the European Commission on October 6th, 2016.

- Your rights on your Personal Data:

You are free to accept, refuse or withdraw your consent to the collection and processing of your Personal Data at any time.

You have a right to access, correct, delete, if necessary transfer, or limit the processing of your Personal Data.

You also have the right to object, for legitimate reasons, to the processing of your Personal Data by the data controller.

In the event of death, you can define the directives regarding the fate of your Personal Data. At any time, you may lodge a complaint with the competent supervisory authority, request information from myBrain Technologies' organizations, and obtain compensation for damages suffered in case of material or moral damage due to violation of the Personal Data Regulation.

You can exercise all of these rights by sending an e-mail to legal@mybraintech.com or a letter to the following address: myBrain Technologies, Service DPO, 85 rue de Maubeuge, 75010, Paris, FRANCE.

❖ Article 9 - Mediation

In the event of a disagreement about the interpretation and/or execution of the Terms of Use, You may use a conventional arbitration procedure or any other alternative for dispute settlement.

❖ Article 10 – Governing law and jurisdiction

The present Terms of Use are subject to French law. In the event of unresolved dispute through amicable negotiations, the dispute shall be submitted to the court of first instance of the defendant's domicile.