

Definitions

Customer: any professional or capable natural person within the meaning of Articles 1123 et seq. of the Civil Code, or legal entity, who visits the Site subject to these general conditions.

Services : <https://gardenlab.io> provides to the Customers:

Content: All the elements constituting the information present on the Site, in particular texts – images – videos.

Information customers : Hereafter referred to as "Information (s)" which correspond to all personal data that may be held by <https://gardenlab.io> for the management of your account, the management of customer relations and for analysis and statistical purposes.

User: Internet user connecting, using the above-mentioned site.

Personal information: "Information that allows, in any form whatsoever, directly or not, the identification of individuals to whom they apply" (Article 4 of Law No. 78-17 of January 6, 1978).

The terms "personal data", "data subject", "sub-processor" and "sensitive data" have the meaning defined by the General Data Protection Regulation (RGPD: n° 2016-679)

1. Presentation of the website.

Under Article 6 of Law No. 2004-575 of June 21, 2004 for confidence in the digital economy, it is specified to users of the website <https://gardenlab.io> the identity of the various stakeholders in its implementation and monitoring:

Owner : SAS Gardenlab Capital social de 1000€ – 35 lotissement la joie de vivre
06150 Cannes

Responsible for publication : Teisseire – franck.teisseire@gardenlab.io

The person in charge of publication is an individual or a legal entity.

Webmaster : Baroudi – salim.baroudi@hotmail.fr

Host : Firebase – 88 King ST CA 94107 Sans francisco 00000000

Data protection representative : Teisseire – franck.teisseire@gardenlab.io

The legal mentions are taken from the model proposed by the free generator of legal mentions for a website

2. General conditions of use of the site and the proposed services.

The Site constitutes a work of the mind protected by the provisions of the Code of the Intellectual Property and the applicable International Regulations. The Customer may not in any way reuse, transfer or exploit for his own account all or part of the elements or works of the Site.

The use of the site <https://gardenlab.io> implies the full and complete acceptance of the general conditions of use described below. These conditions of use are likely to be modified or completed at any time, the users of the site <https://gardenlab.io> are thus invited to consult them regularly.

This website is normally accessible to users at all times. An interruption for technical maintenance may however be decided by <https://gardenlab.io>, which will then endeavour to inform users in advance of the dates and times of the intervention. The website <https://gardenlab.io> is regularly updated by <https://gardenlab.io>. In the same way, the legal mentions can be modified at any time: they are nevertheless imposed to the user who is invited to refer to them as often as possible in order to take note of them.

3. Description of the services provided.

The website <https://gardenlab.io> has for object to provide an information concerning the whole of the activities of the company. And all the elements presented in the terms of service. <https://gardenlab.io> endeavours to provide on the website <https://gardenlab.io> information as precise as possible. However, it cannot be held responsible for omissions, inaccuracies and shortcomings in the update, whether they are of its own making or of the making of third-party partners who provide this information.

All the information indicated on the site <https://gardenlab.io> is given as an indication, and is likely to evolve. In addition, the information on the site

<https://gardenlab.io> is not exhaustive. It is given subject to modifications having been made since it was put on line.

4. Contractual limitations on technical data.

The site uses Angular technology. The website cannot be held responsible for any material damage related to the use of the site. In addition, the user of the site undertakes to access the site using recent equipment, free of viruses and with a browser of the latest generation updated. The site <https://gardenlab.io> is hosted by a provider on the territory of the European Union in accordance with the provisions of the General Regulation on Data Protection (RGPD: No. 2016-679)

he objective is to provide a service that ensures the best rate of accessibility. The host ensures the continuity of its service 24 hours a day, every day of the year. However, it reserves the right to interrupt the hosting service for the shortest possible period of time, in particular for maintenance purposes, to improve its infrastructure, in the event of a failure of its infrastructure or if the Services generate traffic deemed abnormal.

<https://gardenlab.io> and the host cannot be held responsible in the event of malfunction of the Internet network, telephone lines or computer and telephone equipment linked in particular to network congestion preventing access to the server.

5. Intellectual property and counterfeiting.

<https://gardenlab.io> is the owner of the intellectual property rights and holds the rights of use on all the elements accessible on the Internet site, in particular the texts, images, graphics, logos, videos, icons and sounds. Any reproduction, representation, modification, publication, adaptation of all or part of the elements of the site, whatever the means or the process used, is forbidden, except with the prior written authorization of: <https://gardenlab.io>.

Any unauthorized exploitation of the site or of any of the elements it contains will be considered as constituting an infringement and will be prosecuted in

accordance with the provisions of articles L.335-2 and following of the Intellectual Property Code.

6. Limitations of responsibility.

<https://gardenlab.io> acts as editor of the site. <https://gardenlab.io> is responsible for the quality and the veracity of the Contents which it publishes.

<https://gardenlab.io> could not be held responsible for the direct and indirect damage caused with the material of the user, at the time of the access to the Internet site <https://gardenlab.io>, and resulting either from the use of a material not answering the specifications indicated in the point 4, or of the appearance of a bug or an incompatibility.

<https://gardenlab.io> could also not be held responsible for the indirect damage (such as for example a loss of market or loss of a chance) consecutive to the use of the site <https://gardenlab.io>. Interactive spaces (possibility of asking questions in the space contact) are at the disposal of the users. <https://gardenlab.io> reserves the right to remove, without setting in preliminary residence, any contents deposited in this space which would contravene the applicable legislation in France, in particular with the provisions relating to the data protection. If necessary, <https://gardenlab.io> also reserves the possibility of calling into question the civil and/or penal responsibility of the user, in particular in the event of message with racist, injurious, defamatory, or pornographic character, whatever the support used (text, photograph?).

7. Management of personal data.

The Customer is informed of the regulations concerning marketing communication, the law of June 21, 2014 for confidence in the Digital Economy, the Data Protection Act of August 06, 2004 as well as the General Regulation on Data Protection (RGPD: No. 2016-679).

7.1 Persons responsible for the collection of personal data

For Personal Data collected in the context of the creation of the personal account of the User and its navigation on the Site, the person responsible for the processing of Personal Data is: Gardenlab. <https://gardenlab.io> represented by Teisseire, its legal representative

As the person responsible for processing the data it collects, <https://gardenlab.io> undertakes to comply with the legal provisions in force. In particular, it is up to the Customer to establish the purposes of its data processing, to provide its prospects and customers, from the collection of their consents, with complete information on the processing of their personal data and to maintain a register of the processing in conformity with the reality. Each time that <https://gardenlab.io> treats Personal Data, <https://gardenlab.io> takes all the reasonable measures to make sure of the accuracy and the relevance of the Personal Data with regard to the purposes for which <https://gardenlab.io> treats them.

7.2 Purpose of the data collected

<https://gardenlab.io> is likely to process all or part of the data:

to enable browsing on the Site and the management and traceability of the services ordered by the user: connection data and use of the Site, billing, order history, etc.

to prevent and fight against computer fraud (spamming, hacking...): computer equipment used for navigation, IP address, password (hashed)

to improve navigation on the Site: connection and usage data

to conduct optional satisfaction surveys on <https://gardenlab.io>: email address

to carry out communication campaigns (sms, email): telephone number, email address

<https://gardenlab.io> does not market your personal data which are thus only used by necessity or for statistical and analysis purposes.

7.3 Right of access, rectification and opposition

In accordance with the European regulations in force, the Users of <https://gardenlab.io> have the following rights:

right of access (Article 15 RGPD) and rectification (Article 16 RGPD), update, completeness of Users' data right to block or erase Users' personal data (Article 17 RGPD), when they are inaccurate, incomplete, equivocal, outdated, or whose collection, use, communication or storage is prohibited

the right to withdraw consent at any time (Article 13-2c GDPR)

the right to limit the processing of Users' data (article 18 RGPD)

right to object to the processing of Users' data (Article 21 GDPR)

the right to portability of the data provided by the Users, when such data are subject to automated processing based on their consent or on a contract (Article 20 GDPR)

right to define the fate of the data of the Users after their death and to choose to whom <https://gardenlab.io> will have to communicate (or not) their data to a third party that they will have previously designated

As soon as <https://gardenlab.io> has knowledge of the death of a User and in the absence of instructions of its share, <https://gardenlab.io> commits itself destroying its data, except if their conservation proves to be necessary at evidential ends or to answer a legal obligation.

If the User wishes to know how <https://gardenlab.io> uses his Personal Data, ask to rectify them or oppose their processing, the User may contact <https://gardenlab.io> in writing at the following address

Gardenlab – DPO, Teisseire

35 lotissement la joie de vivre 06150 Cannes.

In this case, the User must indicate the Personal Data that he/she would like <https://gardenlab.io> to correct, update or delete, identifying him/herself precisely with a copy of an identity document (identity card or passport).

Requests for deletion of Personal Data will be subject to the obligations imposed on <https://gardenlab.io> by law, in particular as regards the conservation or archiving of documents. Finally, the Users of <https://gardenlab.io> can file a complaint with the control authorities, and in particular with the CNIL (<https://www.cnil.fr/fr/plaintes>).

7.4 Non-communication of personal data

<https://gardenlab.io> refrains from processing, hosting or transferring the Information collected on its Customers to a country located outside the European Union or recognized as "not adequate" by the European Commission without informing the customer in advance. However, <https://gardenlab.io> remains free to choose its technical and commercial subcontractors provided that they present sufficient guarantees with regard to the requirements of the General Data Protection Regulation (RGPD: n° 2016-679).

<https://gardenlab.io> undertakes to take all necessary precautions to preserve the security of the Information and in particular that it is not communicated to unauthorized persons. However, if an incident impacting the integrity or confidentiality of the Customer's Information is brought to the attention of <https://gardenlab.io>, the latter must inform the Customer as soon as possible and communicate the corrective measures taken. In addition <https://gardenlab.io> does not collect any "sensitive data".

The Personal Data of the User can be treated by subsidiaries of <https://gardenlab.io> and subcontractors (service providers), exclusively in order to achieve the purposes of the present policy.

Within the limits of their respective attributions and for the purposes mentioned above, the main persons likely to have access to the data of the Users of <https://gardenlab.io> are mainly the agents of our customer service.

. Incident Notification

Despite our best efforts, no method of transmission over the Internet and no method of electronic storage is completely secure. Therefore, we cannot

guarantee absolute security. If we become aware of a security breach, we will notify affected users so that they can take appropriate action. Our incident notification procedures take into account our legal obligations, whether at the national or European level. We are committed to fully informing our customers of all matters relating to the security of their account and to providing them with all necessary information to help them meet their own regulatory reporting obligations.

No personal information of the user of the site <https://gardenlab.io> is published without the user's knowledge, exchanged, transferred, ceded or sold on any medium to third parties. Only the assumption of the repurchase of <https://gardenlab.io> and its rights would allow the transmission of the aforementioned information to the possible purchaser who would be in its turn held of the same obligation of conservation and modification of the data with respect to the user of the <https://gardenlab.io> site.

Security

To ensure the security and confidentiality of Personal Data and Personal Health Data, <https://gardenlab.io> uses networks protected by standard devices such as firewalls, pseudonymization, encryption and passwords.

When processing Personal Data, <https://gardenlab.io> takes all reasonable steps to protect it from loss, misuse, unauthorized access, disclosure, alteration or destruction.

9. Hypertext links "cookies" and internet "tags"

The site <https://gardenlab.io> contains a certain number of hypertext links towards other sites, set up with the authorization of <https://gardenlab.io>. However, <https://gardenlab.io> does not have the possibility of checking the contents of the sites thus visited, and consequently will not assume any responsibility of this fact.

Unless you decide to deactivate the cookies, you accept that the site can use them. You can deactivate these cookies at any time, free of charge, using the

deactivation options offered to you and recalled below, knowing that this may reduce or prevent access to all or part of the Services offered by the site.

9.1. "COOKIES"

A "cookie" is a small information file sent to the User's browser and stored in the User's terminal (e.g. computer, smartphone), (hereinafter "Cookies"). This file includes information such as the User's domain name, the User's Internet service provider, the User's operating system, and the date and time of access. Cookies will not damage the User's terminal in any way.

<https://gardenlab.io> is likely to process the information of the User concerning his visit of the Site, such as the consulted pages, the carried out research. This information allows <https://gardenlab.io> to improve the content of the Site and the User's navigation.

Cookies facilitate navigation and/or the provision of services offered by the Site, the User can configure his browser to allow him to decide whether or not to accept them so that Cookies are stored in the terminal or, on the contrary, that they are rejected, either systematically or according to their issuer. The User can also configure his browser so that the acceptance or refusal of Cookies is proposed to him punctually, before a Cookie is likely to be recorded in his terminal.

<https://gardenlab.io> informs the User that, in this case, it is possible that the functionalities of his browser are not all available.

If the User refuses the recording of Cookies in his terminal or his browser, or if the User deletes those recorded there, the User is informed that his navigation and his experience on the Site may be limited. This could also be the case when <https://gardenlab.io> or one of its service providers cannot recognize, for technical compatibility purposes, the type of browser used by the terminal, the language and display settings or the country from which the terminal seems to be connected to the Internet.

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If necessary, <https://gardenlab.io> declines all responsibility for the consequences linked to the degraded functioning of the Site and of the services possibly proposed by <https://gardenlab.io>, resulting (i) from the refusal of Cookies by the User (ii) from the impossibility for <https://gardenlab.io> to record or to consult the Cookies necessary to their functioning because of the User's choice. For the management of Cookies and the User's choices, the configuration of each browser is different. It is described in the browser's help menu, which will allow the User to know how to modify his/her wishes regarding Cookies.

At any time, the User can choose to express and modify his wishes regarding Cookies. <https://gardenlab.io> may also use the services of external service providers to help it collect and process the information described in this section.

Finally, by clicking on the icons dedicated to the social networks Twitter, Facebook, LinkedIn and Google Plus appearing on the Website of <https://gardenlab.io> or in its mobile application and if the User has accepted the deposit of cookies by continuing to navigate on the Website or mobile application of <https://gardenlab.io>, Twitter, Facebook, LinkedIn and Google Plus can also deposit cookies on your terminals (computer, tablet, cell phone).

These types of cookies are deposited on your terminals only if you consent to them, by continuing your navigation on the Website or mobile application of <https://gardenlab.io>. At any time, the User can nevertheless go back on his consent to the deposit of this type of cookies by <https://gardenlab.io>.

Article 9.2. INTERNET TAGS

<https://gardenlab.io> may occasionally employ Internet tags (also known as "tags", action tags, single-pixel GIFs, clear GIFs, invisible GIFs and one-to-one GIFs) and deploy them through a web analytics partner that may be located (and therefore store information about them, including the User's IP address) in a foreign country.

These beacons are placed both in the online advertisements that allow users to access the Site, and on the various pages of the Site.

This technology allows <https://gardenlab.io> to evaluate the responses of visitors to the Site and the effectiveness of its actions (for example, the number of times a page is opened and the information consulted), as well as the use of this Site by the User.

The external service provider may collect information about visitors to the Site and other websites through these tags, compile reports on Site activity for <https://gardenlab.io>, and provide other services related to the use of the Site and the Internet.

10. Governing Law and Jurisdiction.

Any dispute in connection with the use of the site <https://gardenlab.io> is subject to French law. Except in cases where the law does not allow it, the competent courts of Cannes have exclusive jurisdiction