

Klaxoon Community terms

Klaxoon Community is owned and operated by KLAXOON ("KLAXOON" or "We") and you (individually "**the Party**", and collectively "**the Parties**"). You ("**you**") is defined as any person or company submitting content and contributing to the Klaxoon Community. The term "content" includes text, description, Template, feedback, graphic, photo, video, logo, and/or any other element contained in what you submit, post, upload or make available to KLAXOON ("**Content**").

By submitting your Content to the Klaxoon Community, you agree that Klaxoon Community terms (the "**Terms**"), along with other agreements you have entered to with KLAXOON (i.e: Klaxoon [Terms of Service](#) and [Klaxoon Terms of Use](#)) will apply to any material you might submit to us. You may not submit Content to or otherwise contribute to Klaxoon Community if you do not accept this Terms. These Terms are the entire agreement between the Parties with respect to their subject matter and supersede any prior agreements relating to such subject matter.

1. Submission to and use of the Template

By entering the Klaxoon Community, you will be required to create an account to share the Content. As part of such Content, you might decide to share with us the templates you have created using Klaxoon (the "**Templates**"). Please be aware that Klaxoon Community is public and that your Template will be accessible to other users and visitors of our website.

You represent that:

- you have full power, capacity, and authority to submit the Template. If you are agreeing to be bound by this Terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not submit your Template. If you are an individual, you represent that you are at least 18 years old.
- The Template you want to submit comply with any applicable law and does not disclose any confidential or sensitive information.
- You are aware that we may share your Template and its Content on our social media platforms.
- You are aware that we reserve the right to remove your Template or part of its Content, at any time, and for any or no reason given, with or without notice.

2. Proprietary rights

By submitting a Template and/or any Content to the Klaxoon Community, you grant to KLAXOON and its affiliates a worldwide, non-exclusive, royalty-free, sublicensable and

transferable license, for the duration of your copyright, to: use, reproduce, represent and distribute, disclose, publish, adapt, translate, modify, integrate, create a derivative work, market, distribute and/or make available all or part of the Templates to third parties.

If what you submit contains your name, image, or any Content related to you, you waive any claim under any rights of privacy.

You may also peruse and use third-party Content in what you submit. To that end, it is your responsibility to ensure the Template and/or Content you want to submit is free of rights and does not infringe any third-party rights (regarding intellectual property, confidential/ sensitive information, etc.). KLAXOON will not be responsible for any third-party action resulting from the infringement of the third party right resulting from a Template you submitted. As a result, you are solely responsible for the consequences resulting from the sharing, and use of third-party content and you undertake to obtain prior authorization from the owner of such third-party content before any use which may infringe their intellectual property rights.

If you are aware of a third-party claim alleging the Template and/or its Content may infringe a third-party intellectual right, you undertake to inform KLAXOON as promptly as possible.

3. Data processing

In order to process your Template submission, we may be required to process data of a personal nature ("**Personal Data**") within the meaning of EU legislation on the protection of personal data, in particular EU Regulation No. 2016/679 of April 27, 2016 ("**GDPR**").

Our policy relating to the protection of Personal Data is set out in the agreement regarding the processing of personal Data ("Data Processing Agreement" or "DPA" which can be accessed via the following link: <https://static.klaxoon.com/website/pdf/dpa-en.pdf>, and incorporated by reference herein. You can also review the Klaxoon Privacy Policy, available via the KLAXOON website, by using the following link: <https://static.klaxoon.com/website/pdf/privacy-policy.pdf>.

4. DISCLAIMER OF WARRANTIES

You are solely responsible for any Content that you decide to submit.

We have no obligation to monitor, review or check the Content before the publication.

We have no obligation to provide assistance to you in case of intellectual property claim.

5. LIMITATION OF LIABILITY.

IN ALL CIRCUMSTANCES AND EXCEPT PROHIBITED BY LAW, IT IS EXPRESSLY AGREED THAT KLAXOON WILL NOT INCUR LIABILITY FOR (i) THE NATURE OF THE CONTENT YOU SUBMITTED, (ii) ANY CLAIM ARISING FROM A BREACH OF RIGHTS RELATED TO THIRD PARTY, AND (iii) FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

IN ANY EVENT, AND SUBJECT TO APPLICABLE LEGISLATION, IT IS EXPRESSLY AGREED THAT THE TOTAL FROM ALL CAUSES OF INDEMNITIES, DAMAGES AND INTEREST, EXPENSES OF WHATEVER NATURE, INCURRED OR PAID OUT BY KLAXOON IN YOUR FAVOUR, UNDER THESE TERMS, PURSUANT TO A FINAL JUDGMENT OF A COMPETENT COURT, WILL NOT EXCEED A GLOBAL LIMIT, ACROSS ALL LITIGATIONS, OF AN AMOUNT EXCLUDING TAXES EQUAL TO THE SUM OF FIFTY (50) EUROS EXCLUDING TAXES.

6. Indemnification.

PLEASE BE REMINDED THAT YOU WILL BE LIABLE FOR ANY HARM YOU MAY HAVE CAUSED DIRECTLY OR INDIRECTLY TO KLAXOON. YOU UNDERTAKE TO INDEMNIFY AND HOLD KLAXOON HARMLESS FROM AND AGAINST ANY CLAIM BY A THIRD PARTY, PROCEEDING, ACTION, FINE, LOSS AND DAMAGES WE SUFFER ARISING OUT OR RELATING TO (i) ANY BREACH OF THESE TERMS, (ii) ANY LEGAL OR REGLEMENTARY BREACH.

7. Changes to the Terms.

We reserve the right to amend these Terms, at any time, with or without notice. Unless otherwise specified, such amendments will apply upon posting on our website. To the extent possible, we will use reasonable efforts to notify you of the changes.

8. Applicable Law and jurisdiction

These Terms shall be governed by the French law.

All disputes arising from the Terms and/or the Templates, directly and/or indirectly, shall be submit to Courts within the jurisdiction of the Paris Court of Appeal (France).

9. Miscellaneous

The fact that we do not invoke any of the provisions of the Community Terms at a specific time shall not constitute a waiver of the right to invoke these same provisions at a later date.

If any provision of such Terms is found to be unwritten, unenforceable or without object under a rule of law in force or a judicial decision that has become final, such provision shall be deemed unwritten without invalidating or altering the validity of its other provisions