

# General Terms and Conditions of Use of the ISACORE collaborative platform

Pour une traduction française, veuillez cliquer sur [Les Termes et Conditions Généraux d'Utilisation de la plateforme Wiki-ISACORE](#). Après lecture, veuillez svp revenir sur la version anglaise pour **Accepter (Agree)** ou **Refuser (Deny)** en bas de page.

**Please read and go to the bottom of this page to AGREE or DENY the Terms and Conditions.**

*Any use of the Platform and its Services implies unreserved acceptance by the User and their complete adhesion to these Terms and Conditions.*

## Glossary

- **Terms and Conditions:** means the General Terms and Conditions of Use of the ISACORE collaborative platform.
- **Stakeholder:** means any person contractually bound by the Terms and Conditions.
- **Platform:** designates the Web interface, made available to Users, dedicated to exchanges, communication, and collaborative work.
- **Service:** designates the functionality of the Platform.
- **ISACORE:** appoints the manager of the Platform.
- **ADD-ONG:** refers to the NGO providing the Platform
- **User:** designates any member of ISACORE who is authorized to access and use the Platform and its Services, regardless of their rights.
- **Collaborator:** designates any person working under a user (i.e., a legal person).
- **Questionnaire / Survey:** a form accessible by the Platform intended to identify the Data Collected for the improvement of the Platform's services.
- **Identifier:** designates the identification transmitted to each User to allow them to access and use the Platform.
- **Data Collected:** thematic and anonymous information and data collected from the User by the Platform by means, in particular, of Questionnaires.

## Preamble

The wiki ISACORE collaborative platform is provided by the NGO 'Actions pour le Développement Durable' (Actions for Sustainable Development) (ADD-ONG). It is a virtual workspace that centralizes resources and tools, facilitating communication and human interaction among network members.

These Terms and Conditions are based on the terms of reference of Atlassian and the regulations in force regarding the protection of personal data in the European Union. These Terms and Conditions outline the rules for using the ISACORE collaborative platform and establish the responsibilities of both ISACORE and ADD-ONG and its users.

These terms apply to all individuals who have access to the spaces within this collaborative platform.

Technical support for this platform is provided by a team of managers who can be contacted by email at: [helpdesk@isacore.net](mailto:helpdesk@isacore.net).

## Article n°1: Purpose

The purpose of the Terms and Conditions is to define the modalities of provision and use of the Platform and its Services by Users.

Consequently, they define the rights and obligations of each and constitute a contract between ADD-ONG and the users of the platform.

Access and use of the Platform and its Services therefore imply the User's unreserved acceptance of these Terms and Conditions. Otherwise, the User must renounce their access to the Platform.

## Article n°2: Requirement of access and use

Access to the ISACORE collaborative platform is submitted to the creation of a user account, after signing these Terms and upon request. Accounts are strictly personal, non-transferable, and temporary. Each User undertakes to provide the association with complete and sincere information on their personal and professional identity when requested to do so when registering and entering their profile.

The use of the Platform is only intended for professional activities oriented towards the development of a well-structured and highly relevant knowledge base in order to facilitate exchanges and effective communication between users. The use of the Platform for private purposes is not tolerated.

Users have the option of accessing the <https://wiki.isacore.net> platform in the following ways:

- access without prior registration. In this case, the user will have access to the public interface of the platform.
- access with prior registration. In this case, the user will have access to all the functionalities of the service to which they have subscribed.

The acceptance of this CGU by a user automatically confers on him the status of a sympathizing member of ADD-ONG if he was neither an active member nor an honorary member.

It is understood that the collaborators of a User (legal person) having a workspace can have an access account at the latter's request.

Access to the Platform is the sole responsibility of the User; any use of the Platform is presumed to be carried out by the User corresponding to the Identifier used.

The User agrees to notify by any written means, as soon as possible, of the loss, theft, or any fraudulent act concerning his Username and Access Code. They will be changed as soon as possible upon receipt of this written notification.

Any document useful for User Identification may be requested.

Any User who contravenes the Terms and Conditions is exposed to a temporary or permanent suspension of their right of access to the Platform.

Any User (legal person) is responsible for the actions taken by their employees on the platform.

ADD-ONG reserves the right to interrupt, suspend, or modify without notice access to all or part of the Platform, to ensure maintenance or security, without the interruption giving rise to the right to no compensation from the User.

## Article n°3: Obligations borne by the Stakeholder

Each Stakeholder undertakes not to hinder the other Stakeholders in their access and use of the Platform, subject to the prerogatives recognized to certain in the Terms and Conditions.

The Stakeholder undertakes to inform ADD-ONG in good time of any element of which they are aware and which may have a usefulness or an impact on the functioning of the Platform and its Services.

### 3.1. Obligations of the NGO ADD-ONG

ADD-ONG will use all reasonable care to maintain the availability of the Services 7 days a week and 24 hours a day. However, ADD-ONG may interrupt access to the Services for technical reasons. ADD-ONG can in no way be held responsible for these interruptions or the direct or indirect consequences that may result therefrom. ADD-ONG may modify or interrupt the Services at any time, but undertakes to notify Users by email.

### 3.2. Obligations of the User

The User agrees to provide ADD-ONG with any technical documentation or any information required for the proper functioning of the Platform and its Services.

He agrees to use the Platform in accordance with the technical instructions received and to comply with the conditions of use of third-party products to which he might have access in his use of the Platform.

He undertakes to notify ADD-ONG without delay of the loss or theft of his identifiers and access codes.

Any user having access to the ISACORE collaborative platform undertakes to make it only for private and non-commercial use, any other use being prohibited, unless expressly exempted.

The User is responsible for setting up, monitoring, and implementing an action plan.

The User undertakes to respond to the questionnaires which will be submitted to him.

The User agrees not to make false statements in his responses to the questionnaires; he alone will bear the consequences of a possible false or incorrect statement.

The User is solely responsible for the responses to be provided; they will take all the care and diligence required.

The User therefore undertakes not to distribute any Content, whatever its form or nature:

- contrary to public order and morality,
- threatening, insulting, defamatory, racist, xenophobic, or damaging the honor or reputation of others,
- inciting discrimination and/or hatred of a person or a group of people determined based on their origin or their ethnicity, nation, race, or religion,
- pornographic or pedophile,
- inciting the commission of an offense, a crime, or an act of terrorism or praising war crimes or crimes against humanity,
- inciting suicide,
- enabling third parties to obtain and/or use, directly or indirectly, computer viruses, pirated software, or software allowing acts of piracy and intrusion into computer and telecommunications systems, and in any manner, general any software or other tool making it possible to infringe the rights of others and the security of people and property,
- violating personality rights (such as the right to image, the right to respect for private life),
- generally violating the rights of persons and property, and
- damaging the image and reputation of ISACORE.

The User undertakes not to direct other Users directly or indirectly to other websites which may not comply with the laws applicable in this case.

Users shall refrain from any action aimed at interfering with the normal functioning of the Services or third-party services.

Users are solely responsible for the messages they send to other Users or other Internet users and for the Content that they put online on ISACORE.

Moreover, the use of the Services must not in any way contravene a law or a rule applicable in the jurisdiction of ADD-ONG or of the User.

## Article n°4: Right to use a workspace

### 4.1 Right of use

Hereby, the User is granted a non-transferable and non-exclusive right to use the Platform and associated Services, subject to the limitations set out below and more generally to compliance with the Terms and Conditions.

The right of use will begin on the day of the first connection of the User to the Platform and will end automatically at the end of the contractual relationship resulting from these general conditions or, if applicable, in case of violation of the Terms and Conditions by the User.

## 4.2 Restrictions

The User of the Platform agrees, in particular, to the following restrictions:

1. not create or use automation or intrusion software, or any other unauthorized third-party software designed to modify the Platform, or make changes to the Platform without prior authorization from ADD-ONG;
2. not to exploit the Platform or one of its parts for commercial purposes without the prior agreement of ADD-ONG;
3. not allow a third Stakeholder to use their access account to the Platform;
4. not to use any unauthorized third-party software that intercepts, searches for, or otherwise collects information relating to the Platform;
5. not provide, create, promote, or maintain unauthorized connections to the Platform;
6. not to disturb, directly or indirectly, the functioning of the Platform and the servers hosting it;
7. not sell, lend, rent, or otherwise make available the Platform and its documentation to an unauthorized third party;
8. not to publish to third Stakeholder or sell the content to which he has access;
9. not to reproduce, in whole or in part, the documentation to which he has access;
10. not to market the information and data collected through the use of the Platform;
11. not to correct, directly or indirectly, any bug, error or anomaly without the express authorization of ADD-ONG;
12. not to translate, adapt, modify or transform the Platform.

## 4.3 Specific authorizations

The Platform User is authorized to:

1. publish internally the content to which he has access.
2. publish on its public interface the content it deems necessary

## Article n°5: Technical restrictions

The User will be warned of the technical restrictions applying to the use of the Platform.

The User undertakes to comply with the said restrictions, which will have been communicated to him.

ADD-ONG will notify the User of its non-compliance with said technical restrictions.

In the event of non-compliance by the User with technical restrictions that result in totally or partially preventing the provision of access and use of the Platform and its Services, ADD-ONG reserves the right to suspend immediately and without notice, access to the Platform, until complete compliance by the User with the technical restrictions.

In the event of repeated non-compliance by the User with technical restrictions, ADD-ONG reserves, on the one hand, the right to suspend, temporarily or permanently, the access of said User to the Platform, and on the other hand, to terminate the contract which binds them to the exclusive wrongs of this User without him being able to claim any compensation or demand the restoration of his access.

ADD-ONG reserves the right to take any action against the offending User that it deems useful for the defense of its interests and its compensation.

## Article n°6: Availability of the Platform and its Services

ADD-ONG reserves the right to interrupt access to the Platform and Services for update or maintenance work.

These interruptions will be, as far as ISACORE can provide, previously notified to Users.

In an emergency, ISACORE nevertheless reserves the right to partially or totally suspend, for a reasonable period, access to the Platform and its Services to conduct any required technical operation. These interruptions of Service cannot give rise to any compensation.

In the event of inaccessibility due to technical malfunctions within the jurisdiction of ISACORE, the latter undertakes to resolve these malfunctions as soon as possible.

## Article n°7: Assistance

Each User will have access to online technical assistance concerning access to the Platform and its conditions of use from ISACORE by email via the address [helpdesk@isacore.net](mailto:helpdesk@isacore.net).

ISACORE undertakes to respond as soon as possible.

Support is available during ISACORE working hours and days.

## Article n°8: Intellectual property

ISACORE cannot be held responsible for the use of the information and data collected, which could be made by the User or the Collaborator, ISACORE being a third party to their contractual relations.

Where applicable, Users and their Collaborators are made aware of the conditions of use of third-party products that they may be required to use in connection with the operation of the Platform.

Any partial or total reproduction of the Platform, of one of its elements, or of the documents and photos transmitted is prohibited (in particular concerning photographs, texts, acronyms, brands, logos, drawings, etc.) except prior written agreement of ISACORE.

Any breach of these rules will necessarily give rise to prosecution.

## Article n°9: Confidentiality

ISACORE attaches particular importance to the question of the confidentiality of the information collected and intends to offer its Users a high degree of confidentiality.

Each Stakeholder acknowledges that all information, data, and documents exchanged during the use of the Platform and its Services are confidential and that therefore they may not be used for any other purpose other than for the operation of the Platform.

Thus, each Stakeholder undertakes not to disclose said information to anyone and to respect this confidentiality clause as long as said information has not been made known to the public by prior express agreement of the Stakeholder.

The Confluence wiki authorization system allows each user to grant read and write rights for each publication. However, as the basic idea is to promote exchange and cooperation, you should only use it when necessary. It is rather essential not to publish any personal and confidential information on the platform.

When publishing photos and contact details, it is important to ensure that the consent of the persons concerned has been obtained.

## Article n°10: Duration

The acceptance of the Terms and Conditions applies and commits the User from the first access to the Platform by the User.

They will end concomitantly with the termination of the contractual relationship between ISACORE and the User.

## Article n°11: Termination

In the event of a breach of the conditions contained in the Terms and Conditions, ISACORE will be entitled to terminate access to the User Platform after formal notice from the User has remained ineffective 1 month after being sent.

## Article n°12: Modification of the Terms and Conditions

For the proper functioning of the platform, ISACORE will involve as far as possible the user community in a dynamic update of the general conditions of use at any time.

In this case, ISACORE will send the User a notification of these revisions or modifications.

These revisions or modifications will not affect the essential characteristics of the Platform.

## Article n°13: Personal data

The collection of personal data is based on the consent of users who wish to benefit from the services of the ISACORE collaborative platform.

Personal data is never transmitted to third parties not authorized to know it without your agreement and is in no way subject to industrial or commercial exploitation. In particular, no address or email file will be marketed.

The User has the right to access, modify, rectify, and delete personal data concerning them.

He will be able to use his rights by email at [info@isacore.net](mailto:info@isacore.net)

## Article n°14: Limitation of liability of ISACORE and ADD-ONG

ISACORE cannot be held liable in any way whatsoever, neither jointly nor severally, for damage attributable to other contributors and the User.

Users will be solely responsible for their use of the Platform.

ISACORE cannot be held responsible for the establishment, monitoring, and execution of an Action Plan, which will be the sole responsibility of the User.

ISACORE cannot be held responsible for any erroneous or untrue statements by the User, nor for any Erroneous Reports that ensue, given that they are the result of the statements made by the User.

ISACORE cannot be held responsible for direct or indirect damage suffered by a User due to improper handling of the Platform by the latter.

The User acknowledges knowing the limitations and constraints specific to the Internet and, as such, recognizes in particular the impossibility of a total guarantee of the security of data exchanges.

ISACORE cannot, therefore, be held liable in the event of malicious introduction by a third Stakeholder to the Platform or for pirating of the Platform.

It is brought to the attention of the User, who accepts it, that the vagaries of access to the Internet network constituted by the interconnection on an international scale of computer networks do not make it possible to provide any guarantee as to the permanence of the service and maintain its performance.

ISACORE cannot be held responsible for any failure by operators of telecommunications networks or their access providers.

Moreover, the services provided by ISACORE are independent of other technical operators such as energy operators, telecommunications distributors, and the Internet hosts of the Platform. Consequently, ISACORE cannot be held liable for its failure.

ISACORE cannot be held responsible for any problem arising due to incompatibility or hardware failure, the use of any software or firewall, a bug, an Internet connection problem, or a virus.

## Article n ° 15: Liability exemption

ISACORE's and ADD-ONG's responsibility cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in the Terms and Conditions results either from the fact of the User, or from a case of force major.