

TERMS AND CONDITIONS OF USE

Updated on: March 1, 2023

PREAMBLE

Mindfocus.io is a web platform, available at <https://mindfocus.io/> (the '**Site**').

This Site is published by Erwan Holley, individual entrepreneur domiciled at 61 rue de Lyon 75012 Paris. This entrepreneur is registered in the Saint-Brieuc trade and company register under the identification number 881141329, (hereafter '**the Publisher**'). Mindfocus.io is accessible to users (the '**Users**').

Mindfocus.io is hosted by Vercel, micro, headquartered at 340 South Lemon Avenue, 91789 Walnut, USA. This host can be contacted at this email address: privacy@vercel.com.

The purpose of these General Terms of Use (the '**Terms**' or taken as a whole, the '**Contract**') is to define the terms and conditions governing the relationship between Users and Erwan Holley. In the event of non-compliance with the terms of the present Terms, Erwan Holley reserves the right to take any measure likely to preserve its interests and in particular to ensure their execution.

The User undertakes, on each of his visits to the Platform, to respect all of the present Conditions without any reservation. Consequently, the User acknowledges having read the Terms and agrees to be bound by these provisions. If the User accesses the Platform on behalf of a company or any other legal entity, he/she is nevertheless personally bound by this Agreement.

ARTICLE 1^{ER} : PURPOSE OF THE SITE

The Site allows the User to access the following services in particular: Online tools for concentration and memorization (the 'Service(s)').

Erwan Holley, according to the present Terms, grants Users a limited, revocable, non-exclusive, non-transferable right of access to the Services on a strictly personal basis. Any use of the Platform contrary to its purpose is strictly prohibited and constitutes a breach of these provisions.

ARTICLE 2: ACCESS TO THE SITE

To be eligible for the Service, the User may be a natural or legal person.

Erwan Holley reserves the right to suspend or refuse access to the Site by one or more Users.

ARTICLE 3: SITE MANAGEMENT

The Editor implements technical solutions necessary to allow a continuous access to the site for the User. However, the Publisher reserves the right to limit or suspend access to all or part of the Site at any time, without notice. Such an interruption may be necessary for reasons of maintenance of the site or its contents, or for any other reason deemed necessary for the proper functioning of the site by the Publisher.

The use of the Platform requires a connection and an Internet browser. The Platform is accessible at the following address: <https://mindfocus.io/>. In order to guarantee the proper functioning of the Site, it is specified that the Site is optimized for :

- a screen resolution of 1280×768 pixels;
- the latest versions of Edge, Chrome, Firefox and Safari browsers.

All hardware and software required to access the Platform and use the Services are the sole responsibility of the User.

ARTICLE 4: REPORTING

The user has the possibility to contact the Editor in order to report any illicit or obviously inappropriate behavior or content. Such a report can be made by email at team.mindfocus@gmail.com **ARTICLE 5 : USE OF THE PLATFORM SERVICES**

1.1 Obligations of users

Users shall not:

1. to transmit, publish, distribute, store or destroy any material, in particular the contents of Mindfocus.io, in violation of applicable laws or regulations concerning the collection, processing or transfer of personal information;
2. to disseminate data, information or content of a defamatory, insulting, obscene, offensive, violent or inciting to violence nature, or of a political, racist or xenophobic nature, and in general any content that would be contrary to the laws and regulations in force or to good morals;
3. to reference or link to any content or information available from the Mindfocus.io websites, except with the express, prior and written consent of Erwan Holley;
4. use information, content or any data on the Site to offer a service considered competitive to Mindfocus.io.

5. to sell, exchange or monetize information, content or data present on the platform or services offered by the platform, without the express written consent of Erwan Holley;
6. to reverse engineer, decompile, disassemble, decrypt or otherwise attempt to obtain the source code for any underlying intellectual property used to provide all or part of the Services;
7. use any manual or automated software or devices, robots or other means to access, explore, retrieve or index any page of the Site;
8. to endanger or attempt to endanger Mindfocus.io's digital security. This includes attempts to monitor, scan or test system or network vulnerabilities or to breach security or authentication measures without express prior authorization;
9. to counterfeit or use the products, logos, trademarks or any other element protected by the intellectual property rights of Erwan Holley;
10. to simulate the appearance or functioning of the Site, for example by using a mirror effect;
11. disrupt or interfere, directly or indirectly, with Mindfocus.io, or impose a disproportionate load on the Site's infrastructure, or attempt to transmit or activate computer viruses through or on the Site.

It is reminded that violations of system or network security may lead to civil and criminal prosecution. Erwan Holley verifies the absence of such violations and may call upon the legal authorities to prosecute, if necessary, Users who have participated in such violations.

Users agree to use the Site in a fair manner, in accordance with its purpose and the legal and regulatory provisions, these Terms and Conditions and current practices.

1.2 User Accounts

The Editor reserves certain Mindfocus.io services for users who have registered on the site, especially for paid services. When registering, the user agrees to provide valid and sincere information. In particular, the user agrees to provide the Editor with an email address so that the Editor can send him information.

Any information communicated by e-mail from the Editor to the User will be deemed to have been read by the latter.

Any user regularly registered on the Site may request the deletion of his customer account, the Editor undertakes to delete the customer accounts for which he will have received such a request.

The personal data of the customers are deleted after 6 months without the customer having logged in.

ARTICLE 6 : INTELLECTUAL PROPERTY

All content on the Site, including but not limited to designs, text, graphics, images, videos, information, logos, button icons, software, audio files and other content, is the property of Erwan Holley, who is the sole owner of all intellectual property rights pertaining thereto.

Any representation and/or reproduction and/or exploitation of the content and services offered by Mindfocus.io, in whole or in part, by any means whatsoever, without the prior written consent of Erwan Holley, is strictly prohibited and may result in legal action.

ARTICLE 7 : PERSONAL DATA

All personal data held by Erwan Holley is collected legally and fairly in accordance with the terms of the privacy policy accessible at this address: <https://mindfocus.io/>.

This data is provided by Users who voluntarily and expressly accept the present Terms authorizing Erwan Holley to process, disclose or transfer this data to any third party in order to (i) allow the User to take full advantage of the Services and functions offered by the Site, (ii) prevent any fraud and/or (iii) for statistical purposes.

In order to facilitate the use of the Site and to personalize the experience of the Site by the User, Erwan Holley uses cookies and log files. The use of cookies can be deactivated by modifying the parameters of the internet browser.

Personal data is stored by Erwan Holley for processing in the context of the use of the Services. They are kept as long as necessary for the provision of the Services and functions offered by the Site.

The User always remains the owner of the information concerning him/her that he/she transmits to Erwan Holley. In accordance with the French law n° 78-17 of January 6, 1978 in its consolidated version of March 24, 2020, the User has the right to access, rectify and delete personal data concerning him/her, as well as the right to oppose the communication of this data to third parties for just reasons.

The User may exercise his rights by writing to the following e-mail address: team.mindfocus@gmail.com

The User may also exercise his rights by writing to the following postal address ***postal TX***.

A response to the User's request will be sent within 30 days.

ARTICLE 8: LIABILITY

It is reminded that the data published by the Users and the information shared by the latter can be captured and exploited by other Users or third parties. In this sense, Erwan Holley does not guarantee the respect of the property of these data, it is the responsibility of the User to take all necessary measures in order to preserve the property of his data.

Erwan Holley does not guarantee the uninterrupted or error-free operation of the Services. In particular, Erwan Holley cannot be held responsible for any interruption of access to the Platform due to maintenance, updates or technical improvements.

In any case, Erwan Holley shall not be liable under any circumstances for any indirect or unforeseeable loss or damage to the User or any third party, including, but not limited to, any lost profit, unfortunate investment, inaccuracy or corruption of files or data, loss of image or business, loss of sales or profit, loss of customers or loss of opportunity, regardless of the title or basis.

In addition, Erwan Holley shall not be liable for any delay or non-performance of this Contract justified by a case of force majeure, as defined by the jurisprudence of the French courts.

ARTICLE 9: EVIDENCE AGREEMENT

The computer systems and files are authoritative in the relationship between Erwan Holley and the User.

Thus, Erwan Holley will be able to validly produce within the framework of any procedure, for the purposes of proof, the data, files, programs, recordings or other elements, received, emitted or preserved by means of the exploited data-processing systems, on all digital or analogical supports, and to prevail of it except obvious error.

ARTICLE 10: INDIVISIBILITY

The fact that any provision of the Contract is or becomes illegal or unenforceable shall not affect the validity or enforceability of the remaining provisions of the Contract.

ARTICLE 11: SETTLEMENT OF DISPUTES

The conclusion, interpretation and validity of this Agreement are governed by French law, regardless of the User's country of origin or the country from which the User accesses Mindfocus.io and notwithstanding the principles of conflict of laws.

In the event that a dispute concerning the validity, performance or interpretation of this Agreement is brought before the civil courts, it shall be submitted to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly granted, even in the event of summary proceedings or multiple defendants.

The User is informed that he/she can in any case resort to a conventional mediation or to any alternative method of dispute resolution (conciliation for example) in case of dispute.

ARTICLE 12: DURATION OF THE GENERAL CONDITIONS OF USE

The present general conditions of use are concluded for an indefinite period of time, the User is bound to respect them as from the beginning of his use of the Services.

The Editor reserves the right to modify this document at any time without notice. Users will be informed of each update of the document.