

# TERMS AND CONDITIONS OF USE

Last Updated: 10-02-2022

## Article 1: Purpose

The purpose of these Terms and Conditions of Use is to define the legal framework for the terms of access to [metalfox.net](http://metalfox.net) and [app.metalfox.net](http://app.metalfox.net) Websites and the use by Users of all the services available on them. They are freely accessible, downloadable and printable at any time on the Websites.

Terms and Conditions of Use must be accepted by any User wishing to access the Websites. As such, in the event of non-acceptance of the General Conditions of Use stipulated in this contract, the User must renounce access to the Websites and the services they offers.

The Company can unilaterally modify the content of these Terms and Conditions of Use at any time. As these Terms and Conditions of Use are systematically updated in the event of a change, it is the User's responsibility to read them.

The duration of this contract is indefinite. The contract is effective for the User as from the use of one of the Website services.

The invalidity of a contractual article does not result in the invalidity of the Terms and Conditions of Use. The temporary or permanent non-application of one or more clauses of the General Conditions of Use by the Company shall not constitute a waiver by the Company of the other clauses of the General Conditions which continue to have effect and shall not exempt the User from its obligations towards them.

The use of the services and information relayed on the various social networks (Facebook, Twitter, LinkedIn, etc.) is subject both to compliance by the User with these General Conditions and also with the General Conditions of Use, as published by the operators of its social networks.

## Article 2: Legal notice

### **Publisher:**

[app.metalfox.net](http://app.metalfox.net) and [metalfox.net](http://metalfox.net) websites are published by MetalFox, a company registered in the Valenciennes Trade and Companies Register under SIRET number 84153870500010.

Share capital: €15,000.00.

Intracommunity VAT number: FR37841538705.

Head Office: 31 avenue Georges Clémenceau, 59300 Valenciennes, France.

Tel: +33 7 82 57 45 95

**Director of publication: Etienne Thépénier**

### **Web host:**

[app.metalfox.net](http://app.metalfox.net) and [metalfox.net](http://metalfox.net) websites are hosted by OVH.

Address: 2 rue Kellermann, 59100 Roubaix, France

Tel: 1007 or +33 9 72 10 10 07

## Article 3: Definitions

For these Terms and Conditions of Use, the singular meaning being the plural and vice versa, the following definitions shall apply:

**Company:** refers to MetalFox

**Website:** refers to the websites accessible via the Internet at [app.metalfox.net](https://app.metalfox.net) and [metalfox.net](https://metalfox.net)

**Conditions of Use:** refers to the conditions of use described in this document.

**User:** refers to any physical or legal person who may be either an individual or a professional who uses the Websites or one of the services offered on them.

**Member:** refers to a User identified on the Websites.

**Content:** refers to the data accessible on the Websites.

**User Content:** refers to the data entered and transmitted to the Websites by a Member.

**Flattening file:** refers to the flattening Files generated on the Websites by the User.

**User account:** refers to all the information and services accessible by a Member.

**Token:** refers to the unit of virtual currency used by Members to purchase the Flattening Files. These tokens are permanent, they have no expiration date.

**Subscription:** refers to the automated payment system that allows a Member to credit his or her account at the beginning of each cycle to generate a certain number of Chargeable flattening Files.

**Virtual Portfolio:** refers to the virtual Account to which the Member's Tokens are credited.

**Username and password:** all the information necessary to identify a User on the Websites.

## Article 4: Description of the services offered

The Company gives to Users on its Websites, a service for flattening predefined geometric shapes, some of whose dimensional and physical characteristics are to be edited / defined by the Users.

Members have a dedicated personal space including a historical of the geometric shapes they have already created, as well as a virtual Token Portfolio.

## Article 5: Conditions of access to the website

The Websites are accessible free of charge to any User using Internet at <https://metalfox.net> and <https://app.metalfox.net>. The costs incurred by the User to access the Internet and its equipment (computer, tablet, smartphone, software, etc.) are entirely at his own expense.

For technical reasons, the Websites and services are not accessible via the safari browser. In order to benefit from all the services offered by the Websites, the User must use modern and up-to-date browsers such as Google Chrome, or Mozilla Firefox, with JavaScript enabled and acceptance of cookies and pop-up windows.

Similarly, if the User uses overly restrictive means of protection (firewalls, some software, etc.), the Websites and their content may not work properly.

## **Article 6: User account**

### **Registration:**

Registration of a User Account is mandatory to access of the services offered by the Websites. Creation of a User Account provides the User to benefit free of charge from a customer area and to access all the services offered by the Sites.

To create an account, the User is asked to provide a certain amount of personal information for which he/she undertakes to provide accurate information.

### **Password:**

Member connects to his customer area with his login details (e-mail address defined at registration and password). In the event of forgetting his/her password, Member has the possibility to define a new one by following a link that will be sent to his/her e-mail address.

Member is fully responsible for protecting the password he or she has chosen. Complex passwords are required. This password guarantees the confidentiality of the information contained in the "Customer area" section and allows the use of the Tokens and subscriptions credited by the Member on his/her virtual Portfolio.

The Member waives the right to pass on his login and password to third parties, except in the case of sharing the MetalFox Education master account of a training center with the trainers of that center, and only those of that center. Otherwise, the Company shall not be held liable for unauthorized access to the Member's User Account and for any prejudice that may result from such unauthorized access.

### **Customer area:**

Customer area allows Member to define his preferences (language of the Website, technical data,...) and to consult his order and jobs historical.

If the data contained in the customer area disappears as a result of a technical failure or a case of force majeure, the Company cannot be held liable because this information is provided for information purposes only. The pages of the customer area are freely printable by the Member, but do not constitute proof of this.

### **Historical of Flattening files:**

The Website automatically generates a historical page containing the Flattening Files generated by the Member. This page allows Member to download his/her old Files free of charge and forward them by e-mail, while respecting the limitations imposed by the present General Conditions.

It is the Member's responsibility to download and save on his own computer equipment, all the Flattening Files he has generated on the Website. The Company cannot be held responsible for the impossibility of access or a failure of the "historical" page.

## Virtual portfolio, tokens and subscriptions:

To use the payable services of the Site, the Member has two possibilities, which can be combined:

### 1) Buy Tokens individually or in batches:

These Tokens will be credited to his/her Virtual Portfolio and have no use-by date.

The Member sees the balance of Tokens in his/her personal area when logged in on the Site. He can credit this balance at any time, without limitation.

Apart from the exercise of the User's right of withdrawal, the Company shall not reimburse the Tokens not used by the Member. On the other hand, in the event that the Member's User Account is closed, the Member will have the option of transferring the balance of Tokens to another User Account.

### 2) Subscribing to a Subscription:

Subscriptions allow Members to generate a number of paid Flattening Files during a billing cycle. The number of Paid Flattening Files and the length of the billing cycle are determined by the Subscription purchased. At the beginning of each billing cycle, the number of Paid Flattening Files is reinitialized regardless of the remaining balance.

Company could offer and upgrade various Subscriptions, including special promotional Subscriptions.

To subscribe to a MetalFox subscription, Member must provide a valid Payment Method. Unless the Member cancels his subscription before his billing date, he authorizes the Company to bill him the price of his active subscription for the next billing cycle via his Payment Method. Billing cycles for subscriptions are thus renewed until they are cancelled.

Subscriptions will be billed via the Payment Method on the billing date indicated on the "My Subscription" tab in the customer area. The length of the billing cycle depends on the type of subscription chosen when the Member takes out a new subscription. In some cases, the billing date may change, for example, if the Payment Method did not work or if the subscription began on a day not contained in a given month.

Member is liable for any amount not drawn down. If the payment of a subscription renewal fails due to card expiry, insufficient balance or for any other reason, the subscription will be suspended until the Member has registered a new valid Payment Method.

Member registers a new Payment Method from his customer area, in the "My subscription" tab. He will then click on the number of his **initial order** (and not his renewals), then on the "Change Payment" button, to register his new Payment Method.

Member has access to the consumption of his Subscription, in his/her personal area.

If Member has used up the balance of his/her subscription and has Tokens, these will be deducted according to the generations of chargeable Flattening Files that he/she will generate.

Member can modify his/her subscription at any time. His/her balance will be carried forward in excess of the balance of his/her new subscription.

Member can suspend and reactivate his/her subscription at any time from his/her personal area. In the case of a suspension, if he/she generates chargeable flattening files and if he/she has Tokens on his/her account, these will be deducted according to his/her use. When he/she reactivates his/her subscription, he/she will recover his/her old balance if the cycle has not expired, otherwise he/she will recover a balance corresponding to his/her subscription. The suspension of a subscription suspends the direct debits. These are reactivated when the subscription is reactivated.

Member can cancel his subscription at any time from his customer area, from the "My subscription" tab, by clicking on the "Stop renewal" button. The direct debit will then be cancelled and any balance of tokens will be usable until the end of the subscription cycle.

### **Closing a user account:**

Member is free to close his/her User Account at any time by sending an email to [contact@metalfox.net](mailto:contact@metalfox.net) unambiguously indicating that he wishes to close his/her User Account. Its eventual credit of Tokens may under no circumstances give rise to any refund whatsoever and will then be lost unless the Member requests that its Token credit be transferred to another account. No recovery of its data, including the historical of the Flattening Files generated on the Website, will then be possible.

Company reserves the exclusive right to delete the account of a Member who has not complied with these Terms and Conditions (for example, if a Member has knowingly provided false information when creating his/her User Account). The Company reserves the right to take legal action against a Member if circumstances warrant, whether its User Account is closed or opened.

## **Article 7: Hypertext links**

Many outgoing hypertext links are present on the Websites; however the web pages to which these links lead do not engage responsibility of the Company, which does not have control over these links.

The User therefore refrains from engaging the Website's responsibility for the content and resources relating to these outgoing hypertext links.

## **Article 8: Use of Cookies**

The User accepts that for the purposes of navigation and, above all, for the correct execution of the services for generating Flattening Files, the Company may use the automatic collection of information relating to Users using cookies.

If the Website User has disabled cookies in his/her web browser, he/she must first reactivate them before going to the Websites and using services.

In the event that the User does not activate cookies, the Company declines all responsibility for the performance of services offered on Websites.

## **Article 9: Use of JavaScript**

The User accepts that for the purpose of navigation and proper generation of Flattening Files, he/she must enable JavaScript code execution in his/her web browser.

If the User has deactivated the execution of JavaScript code in his/her Internet browser, he/she must first reactivate it, before going to the Website and using services.

In the event that the User does not activate JavaScript code, the Company declines all responsibility for the performance of the services on the Websites.

## **Article 10: Google Analytics**

Google Analytics is used by the Company to monitor the use of the Websites in order to improve the browsing experience and use of services by Users.

If User objects to the collection of his/her browsing data by Google Analytics, he/she may deactivate it by using the Google Analytics Deactivation Browser Add-on provided by Google at the following address: <https://tools.google.com/dlpage/gaoptout>

## **Article 11: Personal data**

### **Data collection:**

Although a large part of the Websites can be viewed without having to reveal its identity, some parts of the Websites require the collection of personal data in order to identify Users and allow them to benefit of all services offered by the Websites.

This data is collected when registering a User and/or paying for services. The User can then modify and transmit other personal data to the Websites via his/her customer area.

The collection of this data and its processing are carried out with respect for privacy in accordance with the French law "Informatique, Fichiers et Libertés" of 6 January 1978 as amended and its decrees.

### **Confidentiality and disclosure of data:**

Company ensures the strict confidentiality of personal data collected and stored in its secure database.

Under no circumstances the data collected will be transmitted to commercial partners without the express written consent of the Users.

This data may be transmitted to third parties (with whom the Company has previously signed a confidentiality agreement), such as, for example, hosting providers or web developers, in order to ensure the proper execution of services ordered by the User and to allow the backup and restoration of data that could be damaged, during the entire period of operation of the activity by the Company.

### **Rights of access, modification and deletion of personal data:**

In accordance with French law 78-17 of 6 January 1978 (amended by law 2004-801 of 6 August 2004 on the protection of individuals with regard to the processing of personal data) relating to data processing, files and freedoms, Internet users have the right to access, rectify, modify and delete their data.

At any time, Users may request to delete their data by sending an e-mail to [contact@metalfox.net](mailto:contact@metalfox.net) or by post to the following address: MetalFox, 31 avenue Georges Clémenceau, 59300 Valenciennes, France.

Members can access and modify their data via their "customer area" on the Website.

## Article 12: Responsibility and cases of force majeure

Websites are often updated to offer new shapes, new services and upgrade Internet security standards.

If you observe a bug or any other malfunction, please inform us as soon as possible at the following e-mail address: [contact@metalfox.net](mailto:contact@metalfox.net) indicating as much information as possible such as: page concerned, triggering action, version of your browser, device used (pc, smartphone,...),...

Photographs and illustrations on the Website are not contractual.

Users acknowledge that in the event of force majeure, strikes, or in the event of a breakdown or blockage or difficulty concerning the Company's computer equipment, the computer software used by the Company or the Internet network, and that in the event of suspension of access to the Websites, the obligations of the parties are suspended.

The Company has the right to suspend, without notice or compensation and without incurring any liability, access to the Websites for any reason whatsoever, in particular in the event of maintenance and emergencies.

The Company does not guarantee that the Websites will be accessible without interruption.

The Company shall not be liable for any damages resulting from the use of the Internet network, such as loss of data, intrusions, viruses, service disruptions or other unintentional problems and, more generally, for any direct or indirect damage, regardless of its cause, origin, nature or consequences, in particular loss of profits, customers, data or any other loss of intangible property that may occur as a result of anyone's access to the Websites or inability to access it or the credit granted to any information directly or indirectly from it.

The Company undertakes to implement all necessary means to ensure the best possible security and confidentiality of the data transmitted to it. The Company cannot be held liable in the event of force majeure or the unforeseeable and insurmountable event of a third party.

## Article 13: Intellectual Property

All content of Websites is protected by French and international laws relating to intellectual property.

All elements of these Websites, including, but not limited to, the structure, graphics, texts, logos, images, videos, animations and icons as well as their formatting, and, more generally, content of Websites with the exception of trademarks, logos or content belonging to other authors or partner companies, are protected by copyright, trademark law and design and model law.

Any User who collects or downloads content or information published on the Websites has only a private, personal and non-transferable right of use.

The texts, graphics, drawings, logos and photos that are distributed on the Websites may be reproduced on paper or electronic media, provided that the name and address of the Websites are quoted and that it is not used for commercial purposes.

With the exception of the above clause, any reproduction, distribution, modification, adaptation, retransmission, publication or representation of the Websites in whole or in part is prohibited without the Company's written consent.

The insertion of a page of the Websites into the page of another Website, by i-frame or any other process and the creation of a hypertext link to the Websites may only be done with the written authorization of the Company, and provided that no confusion may exist in the minds of Internet users as to the identity of the Websites or the origin of such information.

Failure to comply with the above requirements may constitute an infringement of copyright punishable by Articles L. 335-2 and L. 343.1 of the French Intellectual Property Code, incurring the author's liability.

MetalFox trademarks and logos are registered. Any unauthorized reproduction of these trademarks, logos and distinctive signs constitutes a counterfeiting offence punishable by penalties.

Users undertake not to put online any content that may harm the interests of third parties. They assume, without any restriction, full responsibility for their content. Any legal action against the Websites brought by an injured third party will be taken by the Users responsible for their disputed content.

The Company has the right, at any time and for any reason, to delete or modify the content of a User that it deems inappropriate and without obligation to inform the User.

The Company owns the "rights of database producers" as described in Book III, Title IV, of the French Intellectual Property Code (law n° 98-536 of July 1, 1998), relating to copyright and databases.

For any request for authorization or information, you can contact us at the following email addresses: [contact@metalfox.net](mailto:contact@metalfox.net) or [presse@metalfox.net](mailto:presse@metalfox.net) if you are part of a press service.

## **Article 14: Applicable law and competent jurisdiction**

In the event of a dispute arising out of the performance, termination or conditions of this contract, the Company and the User shall endeavor to settle their dispute amicably (in English language).

These Terms of Use are governed by French law and any dispute or litigation that may arise from the interpretation or execution thereof shall be subject to the exclusive jurisdiction of the courts on which the Company's registered office depends (Valenciennes).

These Terms and Conditions of Use are written in French. In the event that they are translated into one or more foreign languages, the French text alone shall prevail in the event of a dispute.

The reference language for the settlement of any disputes is French.

## **Article 15: Contact**

For any questions, comments or suggestions you can contact the Company via:

- The contact form: <https://www.metalfox.net/en/contact-us/>
- E-mail addresses: [contact@metalfox.net](mailto:contact@metalfox.net) & [presse@metalfox.net](mailto:presse@metalfox.net)
- Mail: MetalFox, 31 avenue Georges Clémenceau, 59300 Valenciennes, France.