

GIGERS TERMS AND CONDITIONS
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Article 1. Object

The present general terms and conditions are intended to define the terms and conditions of use of the services as described in Article 4 (hereinafter: the "**Services**") proposed on the website accessible to users at <https://gigers.io/> (hereinafter the "**Site**") and the existing or future mobile and tablet applications (hereinafter the "**Applications**") edited by the operator as indicated in Article 3, as well as to define the rights and obligations of the parties in this context. The general conditions of use apply to any variation or extension of the Site and Applications on existing or future social and/or community networks.

They are accessible and printable at any time by a direct link at the bottom of the home page of the Site and the Applications.

They may be supplemented, if necessary, by conditions of use specific to certain Services. In case of contradiction, the specific conditions prevail over the present general conditions of use.

Article 2. Access to the Site, the Applications and the Services

The Services are not accessible to minors who are under 18 years old.

The Services are accessible, subject to the specific limitations set forth in these terms and conditions, on the Site or on the Applications to:

- any physical person with full legal capacity to engage under these general conditions. An individual who does not have full legal capacity can not access the Site, the Applications and the Services.

- to any legal entity acting through a physical person having legal capacity to contract in the name and on behalf of the legal entity and acting for purposes falling within the scope of its commercial, industrial, artisanal, liberal or agricultural activity, including when acting in the name or on behalf of another professional.

Hereinafter referred to collectively as the "**Users**".

Article 3. Operator of Services

The Services are operated by the company GIGERS, “Société par actions simplifiée unipersonnelle” with a capital of € 10,000, registered in France with the Registry of Commerce and Companies of the city of Melun under number 829 279 272, whose headquarter is located at 462 rue Benjamin Delessert, BP 83, 77552 Moissy-Cramayel Cedex, France, represented by its President, Mr. Julien AUCLAIR (hereinafter referred to as 'Gigers').

Gigers' contact information is the following:

Headquarter Address: GIGERS
462 rue Benjamin Delessert
BP 83
77552 Moissy-Cramayel Cedex
FRANCE

Email: contact.us@gigers.io

Article 4. Description of Services

Subject to the provisions of Article 8, Gigers offers its Users an online community platform for remote workers, self-employed workers, digital nomads, independent workers and freelancers. This platform proposes to its Users various Services briefly described below. Gigers reserves the right to propose new free or paid services on the Site and/or the Applications. The User is informed that Gigers reserves the right to modify or delete at any time, without notice and at its sole discretion, all or part of the Services. More details about the description of the Services can be found on the Site or on the Applications.

4.1 Social network – Community Platform

Gigers allows its Users to get in touch with other Users in order to connect with other like-minded people, to help each other, to encourage one another, to share good tips, to enlarge one's own network. Users can find information about other users like their name, location and skills. Users can create a list of their favorite fellow users by 'following' them. They can also send messages to each other inside the Site or the Applications.

4.2 Blog

Gigers offers articles written by Gigers itself, Users or third parties allowing Users to find information and useful tools on remote working as well as on the management and administration of business in general.

4.3 Online courses

Users have access to a number of online courses, commonly known as MOOCs, enabling them to improve their skills in areas of interest. This service is managed by an external service provider chosen by Gigers. Gigers uses affiliate links which means that Gigers receives a commission each time a User buys a recommended online course.

4.4 Coworking spaces

Users have access to a list of hand-picked coworking spaces all over the world. These coworking spaces have been hand-picked by Gigers itself and are not linked in any way to Gigers.

4.5 Job offers

Users have access to job offers on the Site and the Applications. These job offers come from third parties. Gigers does not control the recruiting process organized by these third-parties.

4.6 Products useful for remote workers

Users have access to a list of hand-picked products that Gigers finds useful for remote workers. Users can buy these products with third-parties chosen by Gigers. Gigers uses affiliate links which means that Gigers receives a commission each time a User buys a recommended product.

Article 5. Requirement to accept the general terms and conditions

The acceptance of the present general Terms and Conditions is materialized by a checkbox in the registration form. This acceptance can only be a full one. It concomitantly applies to (i) the specific conditions if they exist, (ii) the privacy policy, and (iii) cookies.

Any conditional acceptance will be considered null and void. The user who does not accept to be bound by the present Terms and Conditions should not be using these services.

Article 6. Registration and access to the Services

Access and use of the Services described in [Article 4](#) requires that the User creates an account by registering on the Site and the Applications, by filling in the form provided for this purpose.

The User must provide all the information marked as mandatory. Any incomplete entries will not be validated. This mandatory information is:

- a valid e-mail address;
- a password.

Registration for the Services by Users is also possible by using a user account of one of the social networks mentioned at registration. In this case, Users expressly authorize Gigers to use all or part of the data that they have provided on these accounts. Registered Users will be able to log into the Site and the Applications and create a personal account using the username and password attached to their account of the social network used and access their personal account. Users registered for the Services via a third party social network will be subject to these general conditions of use as well as to the general conditions of use of the third party social network.

Registration automatically entails the opening of an account in the name of the User (hereinafter the "**Account**"), giving access to a public profile (hereinafter: the "**Profile**") which makes it possible to

manage one's use of the Services in a form and according to the technical means that Gigers deems most appropriate to provide said Services.

The User Account contains:

- a space dedicated to public information (also called public profile), that is to say accessible to any other user of the Site and the Applications and;
- a space dedicated to the sending and receiving of messages between the Users of the Site and the Applications and/or with Gigers.

The User warrants that all information provided in the registration form and/or in his/her profile is accurate, up-to-date and truthful and is not misleading.

The information provided by the Users shall be protected in accordance with (i) French Law No. 78-17 of January, 6th 1978 relating to data processing, files and freedoms, (ii) the Privacy Policy and (iii) Article 14 of these general conditions of use.

The User agrees to update the information in his/her profile in case of modifications, so that they are always up-to-date and correct.

The User is informed and accepts that the information entered for the creation or the updating of his/her account is proof of his/her identity. The information entered by the User engages him/her as soon as they are validated.

The User can access his/her profile and the Services at any time after having identified himself/herself with his/her email address and password or after having logging in thanks to one of his/her social media accounts.

The User undertakes to personally use the Services and not to allow any third party to use them in his/her place or on his/her behalf, except to assume full responsibility for them.

He/She is also responsible for maintaining the confidentiality of his/her username and password. Each User is therefore solely responsible for the use of the Services under his/her identification. Any connection or transmission of data made using his/her Account will be deemed to have been made by the User and under his/her exclusive responsibility.

He/She must immediately contact Gigers at the contact details mentioned in Article 3 if he/she notices that his/her Account has been used without his/her knowledge or in case of loss, theft or fraudulent use. He/She recognizes the right of Gigers to take all appropriate measures in such cases, namely:

- replace the User Account identifiers where there is a risk that they may be used by a third party;
- restore the User's account identifiers in a secure manner.

Article 7. Gigers' responsibility

7.1 Responsibility regarding the Services

The User has access to the Services described on the Site, the Applications and in the present general conditions of use, in a form and according to the functionalities and technical means that Gigers deems most appropriate.

Gigers undertakes to provide the Services with diligence and according to state of the art rules. It should be clear that Gigers has on it an obligation of means, with the exclusion of any obligation of results, what the Users acknowledge and expressly accept. Unless expressly stated otherwise on the Gigers platform, Gigers' responsibilities are limited to facilitating access to the Site, the Applications and the Services.

Gigers is committed to making its best efforts to ensure that access and operation of the Site and the Applications are ensured 24 hours a day and 7 days a week without interruption. However, Gigers can not be held liable in the event of degradation, suspension, temporary unavailability or interruption of the Site, the Applications and the Services:

- in the event of maintenance of the Site, the Applications or the servers on which they are hosted;
- by a User or a third party;
- in case of events beyond its wish and control;
- in the event of interference with telecommunication networks;
- due to force majeure and;
- due to the unavoidable uncertainties that may arise from the technique and the complexity of the implementation of the Services.

No oral or written notice or information obtained from Gigers through the Site, the Applications, the Services or the collective content constitutes any warranty other than as expressly provided herein.

The Services offered by Gigers are intended to facilitate the connection between Users. As a result, Gigers declares that it has no control over the Users and does not control the content of the User or third-party publications, job offers, nor their legality. Gigers is not aware of the Contents posted by the Users or third parties as part of the Services. Gigers does not, a priori, perform any moderation, selection, verification or control of any kind. Gigers is not responsible for any violations of laws and regulations by Users or third parties in connection with the Services offered by Gigers. The User acknowledges to be informed that only a posteriori moderation on the Services is implemented to check, delete or modify the Contents published by the Users which appear to be contrary to the laws and regulations in force or to the present general conditions of use or which would have been classified as such by a court decision which had become final. Content that is prejudicial to a User or a third party or contrary to the terms of use may be notified to Gigers in accordance with the provisions of article 6 I 5 of French Law n° 2004-575 of June, 21st 2004 for trust in the digital economy. Following this notification, Gigers reserves the right to take all appropriate measures described in Article 12. Consequently, Gigers can not be held responsible for the contents, the authors of which are Users or third parties, any possible claim should be directed primarily to the author of the Contents in question. Gigers urges all Users to participate in the moderation of the Content. Gigers' responsibility can not be sought for the contributions to the content made by the Users or third parties which do not belong to the editorial activity of Gigers. Consequently, contributions published by Users can not be considered as reflecting the views of Gigers

and its liability can not be sought as a result of these contributions if Gigers has not been aware of the said contributions before they are put online or if, the moment Gigers became aware of them, it acted immediately to withdraw the contributions not respecting the present general conditions of use.

Gigers is not subject to a general obligation to monitor the information it stores, nor to any general obligation to search for facts or circumstances that reveal illicit activities, or a warranty obligation regarding the accuracy, probity or the honesty of the information published by Users or third parties.

The User acknowledges that the information that is made available to him/her is neither complete nor exhaustive and that this information does not deal with all the information that may be necessary to meet his/her needs and research.

Gigers does not in any way guarantee any outcomes as a result of the application of the information published on the Services, following a connection between the Users or following a publication of a job offer.

Gigers reminds Users to exercise caution and vigilance when consulting Content and in their virtual or physical relationships with other Users.

The User guarantees Gigers against any recourse of any person (including Users, and more generally, third parties) concerning the reproduction and the diffusion of these contents and information. The User is responsible for any legal action against Gigers for acts attributable to him/her.

In no event shall Gigers be liable for any damages whatsoever, whether as a contractual liability, quasi-delictual liability or otherwise, as a result of any action or event occurring after the date of breach, expiration, termination of these Terms and Conditions, or unsubscription of the Services by a User. Gigers shall not be liable for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, theft or destruction or unauthorized access, or any alteration of communication with any User. Gigers is not responsible for the security and confidentiality of the data exchanged, if any, in connection with the use of the Site and the Applications. Gigers shall not be liable for any loss of information available in the User's profile, who must save a copy of the information and can not claim any compensation in this respect.

Gigers undertakes to carry out regular checks to verify the operation and accessibility of the Site and the Applications. As such, Gigers reserves the right to temporarily interrupt access to the Site or the Applications for maintenance purposes. Gigers undertakes to notify Users beforehand of any unavailability of the Site, the Applications and more generally the Services if the event at the origin of this unavailability is foreseeable.

Gigers does not warrant to Users that (i) the Services, subject to constant research to improve performance and progress, will be totally free from errors or defects, (ii) the Services, being standard and in no way proposed to the sole intention of a given User according to his/her own personal constraints, will respond specifically to his/her needs and expectations.

7.2 Limitation of responsibility

With respect to possible misconduct that may be directly attributable to Gigers, Gigers' liability to any User regardless of the basis and form of the action is at any time limited to a maximum of one hundred Euros (EUR 100).

Article 8. Free and paid services

The Services are provided free of charge to Users. Gigers reserves the right to add in the future new free or paid services and/or to transform the currently free Services into paid services in the future.

Article 9. General obligations of users

Without prejudice to the other obligations provided herein, the User undertakes to respect the following obligations:

- The User undertakes, in his/her use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order.
- The User acknowledges to have taken knowledge on the Site and the Applications of the characteristics and constraints, notably technical, of all the Services. It is solely responsible for his/her use of the Services.
- The User is informed and accepts that the implementation of the Services requires him/her to be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she is solely responsible.
- The User is also solely responsible for the relationships that he/she may establish virtually or physically with the other Users and the information he/she communicates to them within the framework of the Services. It is his/her responsibility to exercise appropriate prudence and discernment in these relationships and communications. The User further agrees, in his/her exchanges with other Users, to respect the usual rules of politeness and courtesy.
- The User agrees to make strictly personal use of the Services. Consequently, it is prohibited to assign, grant or transfer all or any of his/her rights or obligations hereunder to any third party in any way whatsoever.
- The User agrees to provide Gigers with all information necessary for the proper performance of the Services. More generally, the User undertakes to cooperate actively with Gigers for the proper execution of the present agreement.
- The User is solely responsible for content of any kind (editorial, graphics, audiovisual or other, including the name and/or image, if any, chosen by the User to identify him/her on the Site and the Applications) (Hereinafter referred to as the "**Contents**").

It guarantees to Gigers that it has all the rights and authorizations necessary for the diffusion of these Contents.

The User agrees both to Gigers and other Users and in general to any third party to respect unconditionally all applicable legislation and in particular:

- the right of intellectual property and industrial property applicable to multimedia creations, software, texts, databases, articles, photos, videos, trademarks, images of any kind;
- the right to the image of models on photographs;
- the right of photographers and agencies to these photographs;
- French Law No 78-17 of January, 6th 1978 relating to data processing, files and freedoms for the protection of individuals with regard to the processing of personal data;
- the law of the press;
- the legal framework for the protection of computer fraud.

He/She undertakes to ensure that the said Contents are lawful, do not infringe public order, morality or the rights of third parties, do not infringe any legislative or regulatory provision and, more generally, do not threaten the civil or criminal liability of Gigers.

The User is thus forbidden to broadcast, in particular and without this list being exhaustive:

- pornographic, obscene, indecent, shocking or inappropriate to a family, defamatory, abusive, violent, racist, xenophobic or revisionist Contents,
- counterfeiting Contents,
- Contents that are a threat to the image of a third party,
- false, misleading or fraudulent Contents, or proposing or promoting illicit, fraudulent or deceptive activities,
- harmful Contents to the computer systems of others (such as viruses, worms, Trojan horses, etc.),
- and, more generally, Contents that may infringe the rights of third parties or be prejudicial to third parties, in any way and in any form whatsoever.

- The User acknowledges that the Services provide him/her with an additional but non-alternative solution of the means which he already uses to achieve the same objective and that this solution can not replace these other means.
- The User must take the necessary measures to save the information of his/her profile, which he/she deems necessary, and of which no copy will be provided.

Article 10. User's warranty

The User warrants Gigers against any and all claims and/or actions that Gigers may suffer as a result of the User's breach of any of his/her obligations or warranties under these terms and conditions.

He/She undertakes to indemnify Gigers for any loss suffered by Gigers and to pay to Gigers all costs, charges and/or convictions which Gigers may have to bear as a result.

Article 11. Prohibited behaviors

It is strictly forbidden to use the Services for the following purposes:

- the illegal, fraudulent or infringing activities of third parties;
- breach of public order or violation of laws and regulations in force;
- the intrusion into the computer system of Gigers, a User or a third party or any activity likely to harm, control, interfere, or intercept all or part of the computer system of Gigers, violate integrity or security;
- the sending of unsolicited e-mails and/or unauthorized commercial prospection or solicitation by Gigers;
- manipulations intended to improve the referencing of a third-party site;
- assistance or incitement, in any form or by any means, to one or more of the acts and activities described above;
- any practice diverting the Services for purposes other than those for which they were designed.

Users are strictly prohibited from copying and/or diverting the concept, technologies or other elements of the Gigers' Website and Applications and any intellectual property rights belonging to Gigers for their own or third-party purposes.

Also, strictly prohibited are:

- any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services;
- any intrusions or attempts at intrusion into Gigers' systems;
- any embezzlement of the Site and Applications system resources;
- any action likely to impose a disproportionate burden on the infrastructure of the latter;
- any breach of security and authentication measures;
- any act likely to infringe the financial, commercial or moral rights and interests of Gigers or Users, and more generally;
- any breach of these general conditions.

It is strictly forbidden to cash, sell or grant any or all access to the Services or to the Site and the Applications, as well as to the information hosted therein and/or shared.

Article 12. Sanctions of breaches

In the event of breach of any of the provisions of these general conditions of use or, more generally, violation of laws and regulations in force by a User, Gigers reserves the right to take all appropriate measures and in particular:

- suspend or terminate access to the Services for the User who committed the infringement or who participated to it;
- delete any content posted on the Site or the Applications;
- publish on the Site and the Applications any information message that Gigers deems useful;
- notify any authority concerned and;
- initiate legal proceedings.

In the event that one of the parties fails to enforce any provision of this agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this agreement will not constitute a waiver of any other part or sub-part.

Article 13. Intellectual property

The software, structures, infrastructures, databases and contents of any kind (texts, images, visuals, music, logos, trademarks, database, etc.) operated by Gigers within the Site and the Applications are protected by intellectual property rights or rights of the producers of databases in force. All disassembly, decompilation, decryption, extraction, reuse, copies and more generally, all acts of reproduction, representation, dissemination and use of any of these elements, in whole or in part, without the authorization of Gigers, are strictly prohibited and may be prosecuted.

Article 14. Personal data

In accordance with the French law n° 78-17 of January, 6th 1978 relating to data processing, files and freedoms as amended, Gigers practices a policy of protection of personal data whose characteristics are explained in a separate document entitled Privacy Policy. The Users are expressly invited to read this document accessible directly on the Site.

It is hereby reminded that, in accordance with the French legislation, all physical persons have the right to access, modify, correct and delete data concerning them. The exercise of these rights is carried out by contacting Gigers at the contact information indicated in [Article 3](#).

Article 15. Advertising

Gigers reserves the right to insert on any page of the Site and the Applications and in any communication to the Users any advertising, promotional or sponsorship messages in a form and under conditions which Gigers will be the sole judge.

The User is informed that the free access to the contents and services of the Site, as well as the Applications, may be financed by the revenues related to the advertising broadcast on these spaces. The User acknowledges that in return for his right to use these contents and services in free access, he accepts and will not oppose the posting of the advertisement on the Site and the Applications.

Article 16. Links, third-party sites

In no event shall Gigers be liable for the technical unavailability of websites or mobile applications operated by third parties (including potential partners) to which the User may access via the Site or the Applications.

Gigers assumes no responsibility for the content, advertisements, products and/or services available on such third-party sites and mobile applications that are governed by their own terms of use.

Gigers is not responsible for the transactions between the User and any advertiser, professional or merchant (including any potential partners) to which the User is directed via the Site or the Applications and can not be a party to any disputes that may arise with these third parties concerning in particular the delivery of products and/or services, warranties, declarations and any other obligations whatsoever which are requirements for these third-parties.

Article 17. Duration of Services, unsubscription

The Services are subscribed for an indefinite period.

The User may unsubscribe from the Services at any time by sending a request to Gigers by e-mail to the contact details mentioned in Article 3 or by deleting himself/herself his/her account on the Site.

Unsubscription is effective immediately. It causes the User's account to be deleted automatically.

Article 18. Newsletter

Gigers offers to the Users of the Site and Applications a newsletter. After sign up, each user will receive a welcome email asking if they want to receive this newsletter.

At any time, the User may unsubscribe from this newsletter by means of a link provided in these newsletters.

Article 19. Cookies

Cookies are used within the framework of the Services, in particular to improve their quality. Cookies are files saved on the computer's hard disk when browsing the Internet. A cookie does not in itself allow a nominative identification, it records information relating to navigation on the Site or the Applications which can be read directly by Gigers' servers during subsequent visits to the Site or the Applications.

The data collected is for the benefit of Gigers using cookies associated with the User's browser. The User has the possibility to refuse any cookie by clicking on the link provided during his navigation on the Site or the Applications. In the event of refusal of all cookies, the User is informed that his navigation will be reduced to access certain services of the Site or the Applications or even sometimes rendered impossible in certain cases.

Article 20. Modifications

Gigers reserves the right to modify at any time the present general conditions of use. The User will be informed of these changes by any useful means.

The User is expressly informed that the current version is the one which is posted online on the Internet address <https://gigers.io/>, on the date of access to any of the Services, what the User acknowledges and accepts without restriction, committing to refer to it systematically during each connection.

Users who do not agree to the modified Terms and Conditions of Use must unsubscribe from the Services in accordance with the procedures set out in Article 17.

Any User who uses the Services after the coming into force of the modified terms and conditions shall be deemed to have accepted the modifications.

Article 21 – Nomination of a Data Protection Officer (DPO)

In the frame of the entry into force of the General Data Protection Regulation (EU) n°2016/679 of the European Parliament and Council of April, 27th 2016 entering into force on May, 25th 2018, GIGERS has nominated, in the frame of the creation and deployment of its Application, the lawyer agency WYZER LAW, a simplified joint-stock private company, whose headquarter is located at 11 bd de Sébastopol 75001 PARIS, represented by Maître Philippe PRADAL, lawyer recognized by the Paris bar, as Data Protection Officer from March, 29th 2018 (nomination n°DPO-261).

Article 22. Language

In the event of a translation of the present general conditions into one or more languages, in particular in the English language, the language of interpretation shall be the French language in the event of contradiction or dispute as to the meaning of a term or disposition.

Article 23. Applicable law and jurisdiction

These general terms and conditions are governed by French law.

In the event of a dispute as to the validity, interpretation and/or execution of these general conditions of use, the parties agree that the courts of Paris shall have exclusive jurisdiction to hear them, except in the case of mandatory rules of procedure.

Article 24. Validity and autonomy of the provisions of the agreement

If any part or sub-part of this agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this agreement shall continue in full force.

Article 25. Entry into effect

These General Terms and Conditions came into force on May, 21st 2018.