TERMS & CONDITION OF USE

#  Object

The purpose of these general conditions is to define the terms and conditions of use of the services offered on the site (hereinafter: the “Services”), as well as to define the rights and obligations of the parties in this context.

They are notably accessible and printable at any time.

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

#  Operator of Services

The Services are operated by:

Company : DIGIFIELD TECHNOLOGIES, 47 rue Marcel Dassault 92100 Boulogne-Billancourt – VAT number: FR 36853443935 – RCS Nanterre 853 443 935
Director of publication : Laurent Peguret +33(0)143299317

The Company can be contacted using the contact link at the top of the page.

#  Access to the site and the Services

The Services are accessible, subject to the restrictions provided on the site:
– to any natural person with full legal capacity to commit under these general conditions. The natural person who does not have full legal capacity can access the Site and the Services only with the agreement of his legal representative;
– to any legal person acting through a natural person having the legal capacity to contract in the name and on behalf of the legal person.

#  Acceptance of the general conditions

The acceptance of these general conditions is materialized by a check box in the registration form. This acceptance can only be full. Any membership subject to reservation is considered null and void. The User who does not agree to be bound by these general conditions must not use the Services.

#  Use of Services

The use of the Services requires that the User browses the site using software provided for this purpose, which he uses under his sole responsibility

#  Description of Services

The User has access to the Services described on the site, in a form and according to the functionalities and technical means that The Company deems most appropriate.

#  Data

The User expressly acknowledges and accepts:

1) that the data collected on the site and on the IT equipment of the company is proof of the reality of the operations carried out within the framework of the present;
2) that this data constitutes the only method of proof accepted between the parties, in particular for the calculation of the sums due to The Company.

The User can access this data in his Personal Space.

#  Obligations of Users

Without prejudice to the other obligations provided for herein, the User undertakes to comply with the following obligations:

1. In using the Services, the User undertakes to comply with the laws and regulations in force and not to infringe the rights of third parties, particularly with regard to the requirements of probity and confidentiality. The User also undertakes not to undermine public order. He is in particular solely responsible for the proper completion of all formalities, in particular administrative, fiscal and / or social and all payments of contributions, taxes or taxes of all kinds which are incumbent upon him, if any, in connection with his use of the Services. The responsibility of the company can in no case be engaged in this respect.

2. The User acknowledges having read the characteristics and constraints, including technical, of all of the Services on the site. He is solely responsible for his use of the Services.

3. The User is informed and accepts that the implementation of the Services requires that he be connected to the internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.

4. The User is also solely responsible for the relationships that he may establish with other Users and for the information that he communicates to them within the framework of the Services. It is incumbent upon him to exercise appropriate prudence and discernment in these relationships and communications. The User also agrees, in his exchanges with other Users, to respect the usual rules of politeness and courtesy.

5. The User is solely responsible for the requirements arising from any contractual relationships entered into via the BAULDERS platform. The Company cannot be held liable for any breach of these requirements.

6. Our invoices are payable within 21 working days, unless another payment deadline is indicated either on the invoice or on the order. In the event of non-payment on the due date, BAULDERS reserves the right to demand payment of a fixed interest rate of 10% of the outstanding amount. In the event of late payment, BAULDERS is entitled to suspend all services without prior notice.

If a payment remains unpaid more than sixty (60) days after the due date, BAULDERS reserves the right to call in a debt collection agency. All legal costs will be borne by the customer.

Certain countries apply a withholding tax on the amount of invoices, in accordance with their domestic legislation. Any withholding tax will be paid by the customer to the tax authorities. BAULDERS cannot under any circumstances be involved in the costs associated with a country's legislation. The invoice amount will therefore be due to BAULDERS in its entirety and does not include any costs related to the legislation of the country in which the customer is located.

#  User warranty

The User guarantees The Company against any complaints, claims, actions and / or any claims that The Company may suffer as a result of the violation by the User of any of its obligations or guarantees hereunder general conditions.

He undertakes to indemnify the company for any damage it would suffer and to pay it all the costs, charges and / or sentences that it may have to bear as a result.

#  Prohibited behaviors

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

1. the exercise of illegal, fraudulent activities or activities which infringe the rights or security of third parties,

2. breach of public order or violation of applicable laws and regulations,

3. intrusion into the computer system of a third party or any activity likely to harm, control, interfere, or intercept all or part of the computer system of a third party, violate its integrity or security,

4. sending unsolicited emails and / or prospecting or commercial solicitation,

5. manipulations intended to improve the referencing of a third party site,

6. assistance or incitement, in any form and in any way, to one or more of the acts and activities described above,

7. and more generally any practice diverting the Services for purposes other than those for which they were designed.

8. It is strictly forbidden for Users to copy and / or divert for their purposes or those of third parties the concept, technologies or any other element of the site of The Company.

9. The following are also strictly prohibited: (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusion or attempted intrusion into Company systems, (iii) any diversion of system resources of the site, (iv) all actions likely to impose a disproportionate burden on the latter’s infrastructures, (v) all breaches of security and authentication measures, (vi) all acts likely to infringe rights and interests financial, commercial or moral of the company or the users of its site, and finally more generally (vii) any breach of these general conditions.

#  Penalties for breaches

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

1. suspend, terminate access to the User Services, author of the breach or offense, or having participated in it,

2. delete all content posted on the site,

3. publish on the site any information message that the company deems useful,

4. notify any relevant authority,

5. take legal action.

#  Responsibility and guarantee of the company

1. The Company undertakes to provide the Services diligently and according to the rules of the art, it being specified that it weighs on it an obligation of means, to the exclusion of any obligation of result, which Users recognize and accept expressly.

2. The Company is not aware of the Content posted by Users as part of the Services, on which it does not make any moderation, selection, verification or control of any kind and in which it only intervenes ‘as a hosting provider.

Consequently, the company cannot be held responsible for the Content, the authors of which are third parties, any possible claim must be directed in the first place to the author of the Content in question.

Content prejudicial to a third party may be notified to The Company in the manner provided for in article 6 I 5 of law n ° 2004-575 of June 21, 2004 for confidence in digital economy, The Company reserves the right to take the measures described in article 12.

The site cannot be held liable for any errors or omissions on the part of the players and experts consulted on the platform and invited to give an opinion or even a recommendation by the customer. Likewise, the adequacy of the data describing the characteristics of projects and their stakes remains at all times the responsibility of the users and the Account Manager (the Customer), even in the case of the use of models from the Baulders library, or suggestions from the AI engine used. The final interpretation and actions taken in consequence of the results of calculations, charts and histograms remain the sole responsibility of Users.

3. The Company declines any responsibility in case of possible loss of the information accessible in the Personal Space of the User, the latter having to save a copy and not being able to claim any compensation in this respect.

4. The Company undertakes to carry out regular checks in order to verify the functioning and accessibility of the site. As such, the company reserves the right to temporarily interrupt access to the site for maintenance reasons. Likewise, the company cannot be held responsible for temporary difficulties or impossibilities of access to the site which would originate from circumstances which are external to it, force majeure, or which would be due to disturbances in telecommunications networks.

5. The Company does not guarantee to Users (i) that the Services, subject to constant research in order to improve in particular performance and progress, will be completely free from errors, vices or defects, (ii) that the Services, being standard and in no way offered to the sole intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

6) In any event, the liability that may be incurred by the Company hereunder is expressly limited to proven direct damage suffered by the User, where the Company's warranty applies, and in all cases limited to reimbursement of sums received by the Company in respect of the last 6 months of service. To be admissible, any claim must be notified to BAULDERS by registered letter to its registered office within 8 days of delivery of the goods or provision of the services.

7) BAULDERS cannot under any circumstances be required by the customer to appear as a third party in an action for damages brought against the customer by an end consumer.

#  Intellectual property

The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, brands, database, etc.) operated by The Company within the site are protected by all intellectual property rights or rights of 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 the company are strictly prohibited and may be subject to legal action.

#  Personal data

The Company practices a policy of protection of personal data.

#  Third party links and sites

The Company can in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including its possible partners) to which the User would access via the site.

The Company accepts no responsibility for the content, advertising, products and / or services available on such third-party websites and mobile applications, which are reminded that they are governed by their own conditions of use.

The Company is also not responsible for transactions between the User and any advertiser, professional or trader (including any partners) to which the User is directed through the site and cannot in no case be a party to any possible disputes whatsoever with these third parties concerning in particular the delivery of products and / or services, guarantees, declarations and any other obligations to which these third parties are bound.

#  Modifications

The Company reserves the right to modify these terms and conditions at any time.

The User will be informed of such modifications by any appropriate means.

Any User who does not accept the modified terms and conditions must unsubscribe from the Services in the manner provided for in article 2.6 of the Baulders Privacy Policy, which forms an integral part of these Terms and Conditions of Use, and can be accessed at the following address: https: [//baulders.com/privacy-policy](https://baulders.com/privacy-policy)

Any User who uses the Services after the entry into force of the modified general conditions is deemed to have accepted these modifications.

#  Language

In the event of a translation of these general conditions into one or more languages, the language of interpretation will be the French language in the event of contradiction or dispute over the meaning of a term or a provision.

#  Applicable law and jurisdiction

These general conditions are governed by French law.

In the event of a dispute over the validity, interpretation and / or execution of these general conditions, the parties agree that the courts of Paris will be exclusively competent to judge, unless there are imperative rules of procedure to the contrary.

#  Validity

These general conditions are in force on the date of 01/01/2024 .