

# Legal notice - Data Protection Charter - General conditions of use

## Legal notice

### Publisher :

#### **TROPOSPHERES**

[HTTP://TROPOSPHERES.ELLIPSONE.COM](http://TROPOSPHERES.ELLIPSONE.COM)

FONDS DE DOTATION AU CAPITAL DE 15000€  
SIÈGE SOCIAL : 16A RUE VAILLANT-COUTURIER, 69200 VÉNISSIEUX  
DIRECTEUR DE LA PUBLICATION : DAVID BORDON

### Host site :

#### **O2SWITCH**

[HTTPS://WWW.O2SWITCH.FR/](https://www.o2switch.fr/)

SARL AU CAPITAL DE 100000€  
RCS : CLERMONT-FERRAND  
SIRET : 510 909 80700024  
SIÈGE SOCIAL : 222 BOULEVARD GUSTAVE FLAUBERT,  
63000 CLERMONT-FERRAND

Data Protection Charter (Personal Data).....	2
1- Subject.....	2
2- Definitions.....	2
3- Personal Data collected by Tropospheres.....	2
4- Numeric rights and freedoms.....	4
5- Cookies.....	5
General Conditions of Use (GCU).....	6
1- Definitions.....	6
2- Acceptance and modification.....	7
3- Description of the Service.....	7
4- Creation and access to the Account.....	8
5- Responsibilities.....	10
6- Closure of the Account – Death of the User.....	13
7- Miscellaneous.....	13

---

# Data Protection Charter (Personal Data)

---

## 1- Subject

As part of the provision of the Service, Tropospheres requires to collect and process Personal Data.

The purpose of this notice is to define the terms and conditions under which Personal Data is collected and processed by Tropospheres and/or its subcontractors in the context of the use of [www.storostories.com](http://www.storostories.com).

All operations on this Personal Data are carried out in compliance with European and national regulations in force.

## 2- Definitions

Capitalized terms, contained and not defined in this charter have the meaning given to them in the General Terms of Use.

In this Charter, capitalized words or expressions shall have the following meanings:

« **Data Protection Charter** » means this document.

« **Cookie(s)** » means a text file that can be saved, in the absence of opposition of the User, in a dedicated space of the hard drive of his Terminal, during consultation and use of the Site.

« **Personal Data** » means information relating to the user, and allowing us to identify him as a User of the Service.

« **Terminal** » means the equipment (computer, telephone, etc.) used to access and/or use the Service.

## 3- Personal Data collected by Tropospheres

### Nature of Personal Data collected

Tropospheres collects Personal Data that the User communicates during the creation of a personal account such as, for example, surname, first name, year

of birth and region or city of residence. No information related to the sex, nationality, opinions or religion of the User is requested.

The representative photograph of the account may not be identity and remains the User's choice. It is not mandatory.

Tropospheres is also required to collect data related to the Terminal that is collected as the Service is accessed and used, such as, for example, the IP address or the type of browser.

### **Methods of collection**

The mandatory nature of the answers is indicated by a red asterisk in the Personal Data collection forms. The other answers are optional.

Tropospheres collects this Personal Data directly from the User when registering for the Service and indirectly from external partners linked to the validation of the registration when paying the contribution.

Therefore, the User declares that the information provided is accurate, complete, up-to-date and that he undertakes to modify, correct and update it if necessary.

The data related to the content published by the User, in particular in the "Statement of intent", is not considered Personal Data and remains under User responsibility . This data is accessible to all visitors to the Site, including anonymous visitors. The optional displayed fields of the registration form (address, telephone, profile, etc.) do not produce Personal Data in the sense that they remain a User's will. They are nevertheless accessible to visitors who have created an account on the site (authenticated user).

### **Purposes of the processing**

The Personal Data is subject to computer processing by Tropospheres for the following purposes :

- the establishment of lists of contributors (Index) and specialized directories ;
- analysis and synthesis, for statistical purposes, of the information and content provided: groupings by region, city, year of birth, publication category, etc ;
- animation of the Site (publication of statistics, news of the « Storytellers Club », etc.) and sending of information (newsletter).

## **Recipients of Personal Data**

Personal Data communicated by the User directly and/or indirectly, via his Terminal or the payment platform, are transmitted to the following recipients :

- Tropospheres, Site Manager ;
- Tropospheres technical service providers for the development of the Service (programmers, developers) ;
- Tropospheres partners for externalized services (payment gateways) ;
- Public bodies, judicial officers, ministerial officers, in accordance with the regulations in force or in response to any request from an authority legally entitled to access personal data.

## **Duration of retention**

The Personal Data are kept for the entire duration of the User's registration in the Service and are deleted as soon as the account is terminated in accordance with the GCU.

Data related to a blocked but not closed account are kept until the Account is terminated. The data of a terminated Account is erased from the servers, it is not recoverable.

## **Security and confidentiality**

Tropospheres commits to taking all measures it deems useful and appropriate in order to guarantee the security and confidentiality of Personal Data ; in particular, to prevent them from being distorted, damaged, or accessed by unauthorized third parties.

Contrary to information chosen by the User for his account display or described in the publications, no Personal Data is directly accessible to site visitors. Each User can nevertheless be contacted by a personal contact form if he authorises this means when registering. Personal Data does not appear in the personal contact form.

Tropospheres undertakes not to trade users' Personal Data except to transmit it to the recipients described above.

## **4- Numeric rights and freedoms**

By ticking the box «I have read and accept the general terms of use», the User accepts the possible statistical processing of his Personal Data by Tropospheres.

According to regulations on personal data, the User has a right of access, rectification and deletion of his Personal Data. As long as the Site is in operation, the User may at any time, by logging into his account, retrieve or modify his Personal Data.

The User can't object to the inclusion of his Personal Data in the files necessary for the Service implementation and operations. However, it may, at any time, terminate its registration in accordance with GCU.

When registering, the User may withdraw his consent to receive information from Tropospheres (newsletter).

These rights can be exercised directly, online and without delay via the "My account" or "Log in" section of the Site, which allows access to registration information. Any request can also be made via the general contact form at the bottom of the home page.

## **5- Cookies**

The Site does not use cookies.

---

## General Conditions of Use (GCU)

---

### 1- Definitions

Capitalized terms, contained and not defined in the GCU have the meaning given to them in the Data Protection Charter.

In these GCU, capitalized words or expressions have the following meaning :

« **Advertisers** » means a User who subscribes to an Account and an Ad Filing Licence.

« **Alias** » means the redirection of a web address to a specific page.

« **Author** » means a User who has an Account and a Story Deposit License.

« **Data Protection Charter** » means the Privacy Charter applicable to this Site.

« **Account** » means the account of the User registered on [www.storostories.com](http://www.storostories.com) , consisting of an email address and a password. The email address is the one chosen by the User at the time of the creation of his account.

« **General Conditions of Use** » or « GCU » or « General Terms of Use » or « Terms and Conditions of Use » means this document of which the Data Protection Charter as defined above is an integral part.

« **User** » means any natural or legal person who has created one or more Accounts.

« **Service** » means the deposit of content on the Site by the User and access to the services related to this deposit (contacts, directories...).

« **Site** » means the Tropospheres portal entitled «The Shop of Storytellers», accessible from the URL «[www.storostories.com](http://www.storostories.com)» or any other URL address that could be substituted to it.

« **Tropospheres** » means the Endowment Fund at the initiative of this Site. Tropospheres is a non-profit organization serving authors. It uses technical providers for the development and maintenance of the Site.

## **2- Acceptance and modification**

### **Acceptance of the GCU**

Access to and use of the Service is subject to acceptance and compliance with the General Conditions of Use.

The User accepts these Terms of Use without reservation by ticking the box "I have read and accept the General Terms of Use." from the Service Registration Form.

### **Modification of the GCU and the Service**

The GCU may be modified at any time by Tropospheres due to the evolving nature of the Service, which may be modified, in particular by making new features available or by deleting or modifying certain existing features. Any changes will be communicated to the User via the email address provided to Tropospheres at the time of registration.

## **3- Description of the Service**

Tropospheres provides the Service in its current state and can set any limit that it deems useful or necessary for the smooth running of the Service (file size, number of repositories, etc.).

Unless the Service is temporarily interrupted for maintenance or technical problems or access restrictions under the conditions set out in these Terms and Conditions, the User may log into his Account at any time from a Terminal at these following address:

<http://storostories.com> or <https://storostories.ellipsone.com>.

### **Authors**

Tropospheres offers to Site authenticated users, as Authors, a service allowing the publication of stories to the attention of publishers and producers. These projects are presented by a description (title, pitch, synopsis, picture) and information relating to their creation (statement of intent). These publications are accessible to all visitors to the Site, including anonymous visitors.

The User who wishes to access the repository of stories must first be identified as an Author. This profile is linked to the subscription of an "author account" linked to the payment of an annual contribution of five (5) US dollars. Each Author

can then publish as many topics as he wishes during the validity of this account.

Authors form a « Storytellers Club » managed by Tropospheres which will be free to promote its existence through activities and events which it will believe useful for its recognition.

The Site also provides access to useful resources for authors and project leaders in the form of links to specialized sites.

### **Professionals and Advertisers**

The Site also allows professionals (publishers, producers, agents, translators, proofreaders, institutions, etc.) to fill in a professional directory and to place advertisements for services intended for authors.

To be included in the directory, the User must subscribe an Account and complete the appropriate form by clicking on "Register in the professional directory". The directory can be consulted by all visitors of the Site, including anonymous..

The User wishing to access the ad repository must first be identified as an Advertiser. This profile is linked to the subscription of an "advertising account" linked to the payment of an annual subscription of twenty (20) US dollars. Each Advertiser may then publish as many ads as they wish, for the duration of the validity of this account.

### **Publications**

The documents provided by the Users are kept within the storage limit of the Site host (see Legal Notice). Beyond this storage capacity, documents will no longer be registered. Tropospheres is not responsible for the consequences of a possible saturation of this capacity offered by the host, nor for the destruction by accident or malice of the documents provided. The User is therefore expressly invited to keep at home a copy of the documents deposited on the Site. The latter does not have a cloud function.

## **4- Creation and access to the Account**

### **Account Types**

Three types of accounts are offered to the visitor of the Site according to his needs :



- The “authenticated user account” (the Account), not subject to contribution, provides access to all the information on the Site. It allows to fill the professional directory. Any professional involved in literary production (publishers, producers, creative aid institutions, literary agents, proofreaders, translators, etc.) who wishes to make themselves known must therefore subscribe to this account.
- The “author account” is used to deposit and publish stories. This service is subject to an annual contribution of five (5) US dollars, payable at registration, non-refundable after publication.
- The "advertiser account" allows you to publish help or service announcements for authors. This service is subject to an annual contribution of twenty (20) US dollars, payable at registration, non-refundable after publication.

### **Contributions**

The contributions are used to pay, up to a maximum of ten thousand (10000) euros per year, the technicians employed by Tropospheres for the creation, development and maintenance of the Site. They also fund media and advertising, as well as ancillary activities related to the “Storytellers Club” and other endowment fund missions.

The contributions are annual. Non-renewal blocks the corresponding Account (Author or Advertiser) but does not result in its deletion. The published content remains visible to visitors until the Account is closed. The publications of a blocked Account are however no longer modifiable by the User.

The financial contribution is treated as a donation to the Tropospheres endowment fund. It is in no way linked to the quantity of content published by the Users and therefore cannot take the value of the price of a service. Consequently, the User cannot demand the reimbursement of this contribution because of a dissatisfaction of the service rendered. The dissatisfied User may nevertheless come forward via the "Claims" contact form (see below), or the "Contact" form at the bottom of the page. Tropospheres commits to take into account the comments and to make the Site as useful as possible to Users.

It is always possible to refuse to contribute to the development of the site while accessing the proposed Service. In this case, the request must be made via the "Claims" form by typing the following address in the navigation field and clicking on "Contact".

Complaint address: <http://storostories.ellipsone.com/user/69>

## **Creation of the Account**

To create an Account, the visitor must click on the "Log in" tab accessible from the Site's home page, then "Create a new account". He must then fill in the registration form correctly, accept the General Conditions of Use and click on "Validate".

Each Account is identified by an email address (username@example.com) and a password. These identifiers provide access to the Account. The user can customize or modify them at any time by clicking on the "My Account" tab accessible after logging in.

The User acknowledges that his Account is strictly personal to him, so that the contract governing its use and binding it to Tropospheres is an *intuitu personae* contract. Its use may in no case be transferred to a third party, for any reason whatsoever.

## **Choice of username and password**

The User undertakes to use a username and password that are not contrary to public order and good morals, and that do not infringe the rights of anyone. It also undertakes not to create false identities likely to mislead Tropospheres or any other User and not to usurp the identity of a third party, natural or legal person.

Tropospheres reserves the right to request the modification of any name that would violate these principles and more generally the GCU, the law and the regulations in force. Failing to comply with this request within forty-eight (48) hours, Tropospheres may suspend access to the Service or close the Account without notice or entitlement to reimbursement or compensation.

## **5- Responsibilities**

### **Responsibility of the User**

The User undertakes to use the Service in accordance with national and international laws and regulations in force, and in particular not to use it to display, download, send, transmit any content:

- violent in nature or likely to impair the respect and dignity of the human person, equality between men and women, the protection of children and adolescents, in particular through manufacturing, the transport and dissemination of messages of a violent, pornographic or degrading nature;
- encouraging or valuing the commission of crimes and crimes;

- encouraging the use of prohibited substances;
- causing or valuing discrimination, xenophobia, hatred, violence on the basis of race, ethnicity or nation ;
- illegal, harmful, threatening, abusive, harassing, defamatory, offensive, vulgar, obscene, threatening the privacy of others or likely to offend the sensibilities of certain persons;
- misleading readers, in particular by usurping the name or legal name of other persons, whether physical or legal;
- infringing the rights of anyone such as, but not limited to, manufacturing secrecy, professional or medical secrecy, confidential information, the trademark, patent and in general any industrial or intellectual property rights or any other rights relating to protected or sensitive information or content ;
- including, without limitation, computer viruses or any other code or program designed to interrupt, destroy or limit the functionality of the Site and any other software, computer or telecommunication tool.

The User undertakes to

- regularly review and comply with these Terms and Conditions;
- not harass, in any way whatsoever, the designers of the Site and other Users; not interfere with or disrupt the operation of the Service;
- do not create a false identity with the intention of deceiving others.

The User is solely responsible for the use of his Account, the contents (text and images) deposited on the Site or communicated to any third party through the Service, transmitted in a public or private context.

Any access to the Account and any data transmissions made using the username and password shall be deemed to have been made by the User who provided them. This rule remains applicable even in the event that the User registers his username and password on his Terminal for the purpose of automatic connection to the Site.

The consultation, creation and deletion of content on the Site are the sole responsibility of the User. The latter declares to accept and know the characteristics and limitations of the Internet network and in particular its nature, its technical performance and the risks associated with the dissemination of data on the global network.

Any use of the Service by a minor User is made under the sole responsibility of the holders of the parental authority. Logging to the Site, the minor User de-

clares that he has obtained permission from the holders of parental authority concerning him and that the latter have agreed with these GCU.

### **Responsibility of Tropospheres**

Tropospheres cannot be held liable for any reason whatsoever, and without this list being exhaustive, in the event of suspension or interruption of the Service, which would result from the User's actions, the insurmountable and unforeseeable event or a force majeure event, in particular a technical failure of the hosting company, a contamination of the Site by a computer virus or a voluntary act of nuisance or banditry.

Tropospheres cannot under any circumstances be held responsible for the reliability of the transmission of data, access times that are not attributable to it, any restrictions of access on the Internet and the networks connected to it. Tropospheres cannot be held liable in the event of interruption of the access networks to the Service, total or partial unavailability of the Service resulting in particular from the telecommunications operator, in the event of transmission errors or problems related to the safety of transmissions not attributable to Tropospheres, in the event of failure of reception equipment or phone line.

Under no circumstances may Tropospheres be held liable for indirect damages resulting from the use of the Service or its content and in particular any commercial damage, moral and financial due to the use of the Site.

### **Mail**

The User is solely responsible for sending unsolicited, insulting or defamatory letters to third parties. It undertakes not to proceed from its Account, to the mass sending of letters unsolicited by their recipients or contrary to the regulations of use.

Conversely, it is possible to receive unsolicited mail sent from editionstropospheres@gmail.com only for information related to the operation of the Site.

By ticking the box «Receive the newsletter» on his personal account, the User agrees to receive at any time in his mailbox the newsletter of the Site.

## **6- Closure of the Account - Death of the User**

### **Closure**

The user can close his Account directly online at any time from the "My Account" tab and then by clicking on the "Delete" link. The request to terminate an Account takes effect immediately, upon validation, and the deposited content is irretrievably deleted. The deletion of an Account is therefore irreversible. It shall not give rise to any reimbursement of the contributions paid to the Tropospheres endowment fund or to any compensation whatsoever. The creation of a new Account by the same User does not give any right to the deleted Account or to any benefits related to it.

If the User fails to comply with these Terms and Conditions, access to his Account and the Site Service will be automatically blocked, without ruling out any legal complaint that may be brought by Tropospheres or a third party and damages that may be claimed. Without User's response to Tropospheres' requests, his Account will be terminated without right to reimbursement or compensation.

### **Account of the deceased User**

In the event of the death of the User and upon production of the following supporting documents, the Account and the related content will be deleted:

- original of the death certificate relating to the holder of the Account;
- email address of the Account;
- Account holder identification data (title, last name, first name, address, date of birth);
- identification data of the person making the request and attestation of the relationship with the holder of the Account allowing him or her to do so.

The rights holders are free to download as all visitors the content deposited by the User before the deletion of the Account. Tropospheres cannot be held liable if, on the day of the request of the right holder or rights holders, the content is no longer accessible due to the deletion of the Account.

## **7- Miscellaneous**

If any of these clauses is held to be null and void, it shall be deemed to be unwritten but shall not result in the nullity of the other clauses.

The failure of Tropospheres to exercise any of the rights resulting from these GCU does not constitute a waiver of its rights.

### **Contacts**

For any question concerning his Account or the Service in general, the User can refer to the sections available from the "My Account" tab. If necessary, the contact form at the bottom of the home page allows you to reach the designers of the Site. The mailing address is obviously still available, it is the following:

*Tropospheres - D. Bordon - 16A rue Vaillant-Couturier - 69200 Vénissieux*

For any more personal complaint, the User can use the contact form reserved for this use at the following address:

<http://storostories.ellipsone.com/user/69>

Any visitor can contact a User by clicking on his name and then on the «Contact» tab which refers to the personal contact form linked to the Account. The email address provided by the User during registration is used in this case although it is not displayed by the form. This address must therefore be valid and consulted regularly by the User.

### **Applicable law - attribution of jurisdiction**

Any dispute that arises concerning the interpretation and execution of these GCU must be the subject of an attempt to settle amicably. Claims should be submitted to [editionstropospheres@gmail.com](mailto:editionstropospheres@gmail.com).

In the absence of amicable settlement, the dispute will be subject to French law.

This text is a translation, only the original document in French language has legal reference value:

<http://storostories.ellipsone.com/sites/default/files/public/mentions-fr.pdf>