

Last updated: February 5th, 2025

1. Editor

The diffuse.ly website ("**Website**") is published by Diffusely, a French *société par actions simplifiée*, with a share capital of 48.493,09€, registered with the registry of commerce and companies of Paris under the number 800 523 664, and whose registered office is located at 4 rue de Ventadour, 75001 Paris, France ("**Diffusely**").

2. Contact Details of the Editor

- Intra-community VAT number : FR 93 800 523 664
- SIRET number : 80052366400053
- E-mail : contact@diffuse.ly

3. Chief Editor

The Chief Editor is Gaétan Rougevin-Baville, CEO.

4. Website Hosting

The Website is hosted by Webflow, powered by Amazon Web Services and Cloudflare.

5. Terms of Use

The user acknowledges having read these terms of use and agrees to comply with them.

The user acknowledges having the competence and means necessary to access and use this Website.

The user agrees to regularly consult these notices.

The user acknowledges having verified that the computer configuration used does not contain any viruses and is in perfect working order.

Diffusely makes every effort to offer users information or tools that are available and verified, but cannot be held responsible for errors, the unavailability of features, or the presence of viruses on its Website.

Diffusely is accessible at the present URL 24 hours a day, 7 days a week, and throughout the year, without this constituting an obligation from Diffusely. Diffusely reserves the right, without notice, to temporarily suspend access to all or part of the Website subject to these terms of use for technical reasons, notably for the need to update, modify, maintain it, and generally for any other technical and/or organizational cause.

The information provided by Diffusely is for indicative and general information purposes only, and does not exempt the user from further personalized analysis.

Diffusely cannot guarantee the accuracy, completeness, or timeliness of the information disseminated on its Website.

Diffusely does its utmost to ensure the accuracy and truthfulness of the information contained on the Website and cannot be held liable for any damages that may be caused by the use of this Website.

Diffusely relies on reliable sources to ensure that the information accessible on the Website is accurate and regularly updated.

Diffusely reserves the right to delete, change, or modify this Website at any time and without notice.

Diffusely cannot be held liable for any damages, particularly damages resulting from the transmission of documents over the Internet.

Diffusely reserves the right to review, delete, modify, validate, or change, in whole or in part, any content sent to the Website or displayed on it.

As a result, the user acknowledges using this information under their sole responsibility.

6. Intellectual Property

This Website and all of its contents are the exclusive property of Diffusely and constitute a work of which Diffusely is the author within the meaning of the provisions of the Intellectual Property Code. All rights relating to the Website are the property of Diffusely. This includes all elements contributing to the realization of the Website and its animation, notably software, texts, know-how, Website structure, navigation principles, ergonomics, look and feel, categorization, all contractual elements and forms, and all other elements composing the Website.

The Website as well as each of the elements composing it such as videos, trademarks, logos, texts, soundtracks, drawings, and any support present on the Website are - unless specifically indicated in the case of content provided by third parties - the property of Diffusely.

Diffusely grants every user a personal, non-exclusive, and non-transferable right to use the Website. This right does not entail any transfer of intellectual property rights of any kind.

Any total or partial representation of this Website or any of its contents by any means whatsoever, without the express authorization of Diffusely, is prohibited and would constitute an infringement punishable by articles L. 335-2 and following of the French Intellectual Property Code. The same applies to databases appearing on the Website, which are protected by articles L. 341-1 and following of the French Intellectual Property Code.

The distinctive signs of Diffusely and its partners, such as domain names, trademarks, designations, as well as the logos appearing on the Website, are protected by the Intellectual Property Code.

Any total or partial reproduction of one of these signs, made from elements of the Website without the express authorization of Diffusely, is therefore prohibited, within the meaning of the French Intellectual Property Code.

7. Personal Data

According to the regulation 2018/1725, the processing of personal data of users of the Website, collected directly or via cookies, by Diffusely is subject to the Privacy Policy and Cookie Policy published on the Website.

The user is required to comply with the provisions in force for the protection of personal data, violation of which is subject to criminal sanctions. The User must, in particular, refrain from, concerning personal data to which they have access or could access, any collection, any misuse in general, any act likely to infringe upon the privacy or reputation of individuals.

8. Code of Conduct

Using, consulting, and/or participating in the Website must be done in accordance with the law and this Legal Notice. In particular, without limitation, users are reminded of the following code of conduct:

- **Respect for legal and regulatory provisions.** The user accepts, and commits to not (i) directly or indirectly incite statements contrary to public order and morality, statements consisting of insults, threats, harassment, discrimination, defamation, racism, pedophilia, pornography, statements inciting hatred, or encouraging illegal activities; (ii) directly or indirectly engage in unlawful behavior such as hacking, virus spreading, misappropriation of services provided by Diffusely notably for illegal or illicit purposes, identity theft, sending unsolicited messages.
- **Respect for content.** In their participation in the Website, the user ensures to communicate statements, opinions, suggestions, comments related to the proposed subjects, to respect intellectual property rights, to use only content that is their own and personal (opinions, images, comments, etc.) and not to reproduce the opinions and statements of third parties, to cite all sources and references used, to verify their sources and references before use. The content sent by the user within the framework of this Website may be freely exploited by Diffusely for all purposes. In the event that intellectual property rights should be recognized on these contents, the user, by participating, grants gratuitously and for their entire duration, all exploitation rights on these contents such as reproduction, representation, adaptation, distribution, use, for commercial or non-commercial purposes, on all media and by all means.

In principle, the user is responsible for any damage caused to both Diffusely and third parties via the Website and Diffusely's services.

Non-compliance by a user with the Legal Notice including the code of conduct results in Diffusely's intervention on its own initiative or upon request to take any action that may be required.

9. Applicable Law and Competent jurisdiction

Governing law is French law. Any legal disputes shall be exclusively settled by competent courts within the jurisdiction of the Paris Court of Appeal (France).