

# TERMS OF USE

## For the Kizoa Web Application

Kizoa is a brand owned by the Pixvisio company, registered with the “Registre des Sociétés de Paris” under the number 490 864 063. Headquarters are located in France, at 24 rue de l’Est, 75020 Paris, France.

The following Terms of Use regulate the contractual relationship between all users of the Kizoa Web Application (referred to hereafter as “you”) and Pixvisio (referred to hereafter by the registered brand name “Kizoa”).

### 1. Registration

In order to use Kizoa online services, you must be of legal age to participate and register to an online service as defined in your country of residence. You may be required to provide your email address and any additional information necessary for your registration or use of these services.

### 2. User Rights

#### AVAILABILITY OF SERVICE

The user has the right to constant availability of Kizoa services unless Kizoa needs to conduct maintenance or updates of the services.

#### CONFIDENTIALITY OF INFORMATION

You have a permanent right to access and modify any of your personal data, as specified by European texts and French laws currently in effect (article 34 of the law of January 6, 1978). At any time, you may inquire to Kizoa as to what information is held on your subject, and request that this data be modified. The user’s personal information may be used to inform him/her of Kizoa offers and services, in particular via email. At any time, you may request to be removed from the distribution list for these messages, by clicking on the specified link which appears at the bottom of each email sent by Kizoa or one of its partners.

In accordance with the French law “Information Technology and Freedom” and European law, the processing of your data has been declared to the National Commission for Information Technology and Liberties (NCIT). The declaration number is 1257631.

Kizoa is authorized to take, process, and use your information. Kizoa does not share your personal information with third parties.

Kizoa is compliant with the European General Data Protection Regulation as specified in our [Privacy Policy Page](#).

### 3. User conduct

Kizoa services may not be used for the following:

- Uploading, displaying, or transmitting any content that is threatening, damaging, abusive, libelous, pornographic, vulgar, obscene, hateful, racist, equivalent to harassment including bullying, inciting self-harm or suicide, or is deemed reprehensible by Kizoa.

- Uploading, displaying or transmitting by any means content that violates patents, copyrights, trade secrets, intellectual or any other property rights (hereafter referred to collectively as “Rights”) belonging to others.

Kizoa has the right to delete or remove any content that is in violation of the current terms or is deemed reprehensible by Kizoa in any other way. Any use of content by the user will be done with the awareness and acceptance of the associated risks pertaining to the appropriateness of this content.

Kizoa will only divulge user content or information to French legal authorities upon presentation of a valid warrant or if Kizoa deems it necessary in order to protect the safety and dignity of one or several individuals.

#### **4. YouTube**

The Youtube export option in Kizoa's platform is implemented as a YouTube Data API client application. In order to upload videos created on Kizoa directly into the user's Youtube account, a Google account and a Youtube channel are required.

The use of this API client is governed by [Youtube's Terms of Service \(ToS\)](#) and [Google's Privacy Policy](#) that the user recognize to have read before using the feature. When granting this API client access to the user's account, permission is given to manage the user's Youtube channel. This access can be revoked on the permissions page of the user's [Google account security settings permissions page](#).

By using the YouTube export feature the user explicitly allow third parties to serve content like advertisements when posting their videos on YouTube using the Kizoa Services.

#### **5. Legal Protections**

##### **DISCLAIMER OF WARRANTY**

The user is aware that he/she connects to the Kizoa web platform and uses its services at his/her own risk. Kizoa is not responsible for any direct or indirect damages (financial loss, loss of profits, etc.) that a user or third party may suffer for whatever reason in relation to his/her connection to the site, to the inability to access or connect to the site, or to the site malfunction. This refers in particular to damages stemming from inaccurate content, errors, delays or interruptions in transmission, from loss or alteration of data, viruses, problems with the user's computer whatever their origin, third-party intrusions, or generally speaking from any use or inability to use the webplatform.

Kizoa commits to using all possible means to ensure the availability of Kizoa services. For technical reasons, a momentary interruption in services may occasionally arise. Kizoa will keep users informed to the best of its ability as to the nature and duration of any interruptions in Kizoa web platform services, but holds no responsibility in the case of the unavailability of these services. Kizoa cannot guarantee the reliability or the quality of the external Internet network.

Kizoa possesses a very powerful infrastructure for storing data (personal information, photos, videos, etc.). In the case of any computer breakdown, this infrastructure should enable the recovery of all data received. However, Kizoa cannot be held liable in the case of data loss, and the user should therefore always keep his/her own copy of all files.

Links to other sites are provided for the user's convenience. Kizoa in no way guarantees the content of these sites,

and cannot be held responsible in the case of any complaint against one of these sites.

Kizoa reserves the right to delete content (photos, videos, music, creations) of basic members (not Premium) after a period of 6 months (starting from the account creation date) if during this period no purchase of a Premium membership has been made.

#### APPLICABLE LAW- JURISDICTION

The Kizoa website was developed in accordance with the laws currently in effect in France. Any legal action that may arise between a user and Kizoa will be submitted to the appropriate jurisdiction in Paris.

#### **6. Term**

Kizoa reserves the right to change these Terms of Use at any time without notice. The term of this agreement will commence upon your use of the Kizoa service and will carry on even after you have stopped using Kizoa's services.