

Terms of Service

Bloomflow Software

DEFINITIONS

In the Contract, the words, or expressions, identified by a capital letter will have the meaning specified below, whether used in the singular or the plural:

Administrator	Refers to all employees of the Organization mobilized internally for the management of the Software
Account	Refers to a User's access to the Software
Contents	Refers to all data and processes linked to the Organization
LaTeam AI	Designates the “société par actions simplifiée”, with capital of 879,112 euros, with registered offices at 10 rue Mabillon 75006 Paris, and registration number 823 281 126 RCS Paris, represented by Mr Ghislain de Juvigny
Organization	Refers to the signatory entity of the contract with LaTeam AI and the entity to which the employee and user is attached.
Software	Refers to the Startup Flow software as described in the introduction below.
User	Refers to any employee of the Organization who is authorized by the Organization to access the services offered by the spaces managed by the Organization through the Software.

INTRODUCTION

Bloomflow is a SaaS (Software As A Service) tool that allows the Organization to manage its startups relationships and better manage its innovation initiatives. By offering a collaborative and open database, internal knowledge sharing tools and a metrics tracking system, Bloomflow gives increased visibility to innovation dynamics launched internally.

The User agrees during each of its visits to the Software to comply with all these Terms of Service without any reservation. Accordingly, the User acknowledges having read the Terms and agrees to be bound by these provisions.

ARTICLE 1 - ACCESS TO THE SOFTWARE

1.1 Reserved access

Access to the Software is restricted to individuals who have access to the Software. Such access is granted in accordance with contractual agreements, including confidentiality agreements, between users and their Organization having a right of access and use of the Software.

1.2 Creating an account

Creating an account (personal and not a team) is a mandatory prerequisite to access the Software. Each User agrees to create only one account corresponding to its profile.

The creation of the account supposes, once the access is granted by the Organization, to connect to the Software. The requested information, including the email address, must be accurate, current and complete. This information must subsequently be subject to regular updates by the User, in order to preserve their accuracy.

User access codes are strictly confidential, he assumes not to disclose its codes. In case of unauthorized use of its account or any breach of the confidentiality and security of its means of identification, the User shall, without delay, inform the Organization.

1.3 Access

Use of the Software requires an internet connection and an internet browser.

The Software is also accessible via the LaTeam AI mobile app available and optimized for the latest versions of Android and mobile iOS.

ARTICLE 2 - USE OF THE SOFTWARE

2.1 Right of access to the Software

LaTeam AI, in accordance with these Terms, grants Users a limited right of access to the scope of their professional functions, revocable, non-exclusive, non-assignable to the Software. The right of access is strictly personal. Any use contrary to the purpose of the Software is strictly prohibited and constitutes a breach of these provisions.

Administrators reserve the right, inter alia, to suspend or deny access to one or more Users to the Software.

2.2 User Obligations

Users are forbidden:

1. to transmit, publish outside the Software, distribute, record for personal purposes or destroy any Content of which they are not creators;
2. to disseminate data, information, or content that is defamatory, abusive, obscene, offensive, violent or inciting violence, or political, racist or xenophobic and generally any Content that would be contrary to laws and regulations in effect or morality;
3. use the Content or any data contained on the Software to provide a considered service, at the sole discretion of LaTeam AI, as competitive with LaTeam AI;
4. to sell, exchange or minute any Content;
5. reverse engineer, decompile, disassemble, decipher or otherwise attempt to obtain source code in connection with any underlying intellectual property;
6. use any manual or automated software or apparatus, coding robots or other means to access, explore, extract or index any page of the Software;
7. endanger or attempt to endanger the security of the Software. This includes attempts to control, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express prior permission;
8. to forge or use the products, logos, trademarks or other items protected by the intellectual property rights of LaTeam AI;
9. to simulate the appearance or operation of the Software, for example by performing a mirror effect;
10. disrupt or interfere, directly or indirectly, with the services of the Software, or impose a disproportionate burden on the Software infrastructure or attempt to transmit or activate computer viruses via or on the Software.

It is recalled that violations of system or network security may lead to civil and criminal prosecution. LaTeam AI verifies the absence of such a violation and may appeal to the judicial authorities to prosecute, if necessary, Users who have participated in such violations.

Users undertake to use the Software in a fair manner, in accordance with its professional purpose and the legal, regulatory provisions, these Conditions and the practices in force.

Administrators reserve the right to delete:

Messages unrelated to the subject

Aggressive, rude, direct attacks and insults between users
Openly advertising messages

ARTICLE 3 - USE OF THE CONTENT OF THE SOFTWARE

All Content entered by users of the Software, or loaded directly or indirectly, in particular via web services, belongs to the Organization. The entire Software including the designs, texts, graphics, images, videos, information, logos, icons-buttons, software, audio files and others, belongs to LaTeam AI.

Any representation and / or reproduction and / or partial or total exploitation of the designs, texts, graphics, images, videos, information, logos, icons-buttons, software, audio files and others proposed by LaTeam AI, apart from a use of internal communication regarding the deployment, by any means whatsoever, without the prior written permission of LaTeam AI, is strictly prohibited and could lead to legal proceedings.

ARTICLE 4 - PERSONAL DATA

LaTeam AI, within the meaning of EU Regulation 2016/679 of 27 April 2016, only acts as a subcontractor of the Organization in the context of the processing of personal data.

Consequently, only the Organization determines the purposes and means of the processing of personal data.

Personal data shall only be processed by LaTeam AI on the basis of the Organization's documented instructions, including with respect to the transfer of personal data to a third country or to an International Organization, unless LaTeam AI is required to proceed under Union or national law; in this case, LaTeam AI informs the Organization of this legal obligation prior to processing, unless the right in question prohibits disclosure for important reasons of public interest.

Please refer to our publicly available [Privacy Policy](#) for more details on the Personal Data Processing made by LaTeam AI when using the platform.

ARTICLE 5 - LIABILITY

5.1 The Content of the Software

LaTeam AI does not control the Content of the Software that is provided by the Users, therefore, LaTeam AI gives no warranty of this Content and shall not be held responsible under this Content. LaTeam AI has no general obligation to monitor the Content provided by the Users, nor any obligation to delete Content that does not appear to be manifestly unlawful, notwithstanding its posting. In accordance with the provisions of these Conditions, the administrators of the Software (internal to the Organization) may in any case remove any obviously illicit Content and suspend or close the account of the User concerned without delay.

5.2 Use of the Software

The role of LaTeam AI is limited to the technical presentation of the Software. LaTeam AI remains third party to the acts concluded by the Users as a result of the use of the Software, and can not be responsible for the consequences of such acts for any reason whatsoever.

It is recalled that the Content published by Users and the information shared by Users may be picked up and used by other Users. In this sense, LaTeam AI does not guarantee the respect of the ownership of the Content, it is the User's responsibility to take all necessary measures to preserve the ownership of this Content.

The User must make sure that the data is sent to the Software and that LaTeam AI can not be reproached for any reason whatsoever for any reason whatsoever for the non-receipt or loss of the data transmitted.

LaTeam AI does not warrant the uninterrupted or error-free operation of the Software, in particular, LaTeam AI's liability shall not be engaged in the event of any interruption of access to the Software due to maintenance, updating or technical improvements.

In any case, LaTeam AI can not under any circumstances be liable for indirect or unforeseeable losses or damages of the User or any third party, including any missed profits, unfortunate investments, inaccuracies or file corruption, or data, image or commercial prejudice, loss of revenue or profit, loss of customer base or loss of opportunity related to any title and on any basis whatsoever.