

Terms of use - narative

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Welcome to the production and distribution platform operated by Be Narative SAS, ("narative") consisting of the website available at the URL <https://narative.io> and all associated services, software applications and networks that allow content to be produced and streamed over the Internet (the "Narative Service").

These general conditions ("Conditions", "General Conditions") govern your relationship with the Live mobile application (the "Service") operated by Be Narative S.A.S. ("we", "we" or "our").

Please read these terms and conditions carefully before using our Live mobile application and / or website (the "Service").

Your access to and use of the Service is conditioned by your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree with any part of the terms, you cannot access the Service.

HOW TO ACCESS TO NARATIVE?

Create an account

Access to the Narative Platform is conditioned by the creation of an account.

When you complete the registration form, you agree to complete it correctly, and to communicate only reliable, up-to-date, valid and sincere information.

You must enter your email address and choose a password to create your account according to the instructions on the screen.

Your account is personal.

Your email and password will identify you at each connection and on each authorized device.

You should make sure that you keep your password confidential and that you do not share it with anyone else in order to prevent others from accessing your account. You will make sure to change this password regularly yourself in order to benefit from greater confidentiality and security. You are responsible for updating the personal information provided during your registration.

The User must immediately inform Narative of any loss or unauthorized use of his account, his username and password. Passwords and identifiers are personal and

the User agrees not to disclose them. As such, the User is solely responsible for their use.

Access to the Platform

The Platform is accessible 24 hours a day, seven days a week, subject to temporary restrictions linked to maintenance operations or deemed necessary at Narative's discretion.

The speed of information transmission does not depend on Narative, but on the characteristics inherent in electronic communications networks and the technical characteristics of your connection and Internet access. You cannot hold Narative responsible for damages related to these risks and inconveniences.

USER'S COMMITMENTS

Your use of the Narative Service, including all associated options and features to which you will have access, must comply with applicable laws and regulations, to which you expressly agree.

You are solely responsible for your Creator - Streamer Content and the consequences of posting it. By uploading and posting your Creator - Streamer Content, you warrant that: (1) you are the creator and owner of the Creator - Streamer Content or otherwise have sufficient rights and authority to grant the rights granted to present; (2) your Creator Content - streamer does not carry and does not (a) infringe, infringe or misappropriate any third party rights, including any copyright, trademark, patent, trade secret, moral right, right to life privacy, publicity rights or any other intellectual property or proprietary right or (b) slander, defame any person; or (3) unless you have received prior written permission. Narative reserves all rights and remedies against any broadcaster who violates these representations and warranties. The content is distributed under your responsibility.

You agree to be bound by the terms of use of social network platforms by connecting your media or social network platform accounts to the Narative Service (for example: you accept the YouTube Terms of Service by connecting your YouTube account to Narative).

You agree in the event of the sale or loss of an authorized device on which your Narative account is active, to disconnect it. If you do not log it out, future users may be able to access certain information in your account. In the event that your device is lost or stolen, you are invited to change your personal password as soon as possible by logging into our website www.narative.io or by emailing Narative customer support at the address help@Narative.io.

Narative reminds you of your full and entire responsibility for the risks associated with the use of the Internet and electronic communications networks, in particular viruses that may affect your device.

Narative cannot be held responsible for the comments made by its Users.

OUR COMMITMENTS

Narative makes every effort to ensure that its Service is available on a permanent and continuous basis but is under no obligation of result. Narative may therefore interrupt its service for reasons of maintenance and upgrading without you being able to hold it against it, or invoke any liability whatsoever in its regard. Narative declines all responsibility in the event of a malfunction or interruption of the service beyond its control and related to human error, a bug, a virus or the act of a third party, such as a channel whose programs Narative distributes. Narative cannot be held responsible for any damage that you may suffer under your subscription if this damage results, in whole or in part, from one of your actions or omissions or if this damage is due to a technical incompatibility between your equipment and Narative. Narative is not responsible for any third party applications, hypertext links or advertisements available on the service.

PROTECTION OF MINORS AND YOUNG CHILDREN

To use or access the Narative service, you must declare on your honor that you have read these Terms of Use and be at least 15 years old. Minors may use the Service with the permission of their parents and under their supervision.

LIMITATION OF LIABILITY

Under no circumstances can Be Narative SAS, nor its directors, employees, partners, agents, suppliers or affiliated companies, be held liable for indirect, incidental, special, consequential or punitive damages, including, without limitation, loss profit, data, use, goodwill, or other intangible loss, resulting from (i) your access or use or inability to access or use the Service; (ii) any third party behavior or content on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or modification of your transmissions or content, whether on the basis of a warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been made aware of the possibility of such damages.

PAYMENT TERMS

When you sign up for Narative through www.narative.io or through www.apple.com, use of the Basic Offer is free.

To have more features, you can subscribe to paid options, To adjust your options and paid offers after registration via the Narrative.io site, you can use the payment method of your choice.

When you subscribe to paid options and offers via the App Store, this information is accessible in your iTunes account which will be charged upon confirmation of your purchase, under the conditions defined on the application page. In the event of a recurring monthly or annually payment, it is made automatically using the payment card provided during subscription and you ensure its compliance and the validity of the contact details (expiration date, sufficient funds, etc.). Payment is made each month (or year) on the anniversary date of your subscription.

If a payment is unsuccessful, we may suspend your access to your subscription until payment has been made.

TERMINATION

Narative paid offers are non-binding and termination is free by either party. The termination request is taken into account immediately, and will be effective on the anniversary date of your subscription.

Narative reserves the right to automatically exclude a user from the service in the event of disrespectful or criminal behavior towards Narrative or towards other users.

INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Be Narrative S.A.S. and its licensors. The Service is protected by copyright, trademark, and other laws of both the France and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Be Narrative S.A.S.

PROTECTION OF PERSONAL DATA

To learn more about how we collect, use and share your data when you browse our website accessible via the url www.narative.io or when you use the Narrative applications, please see our Privacy Policy.

YOUR BEHAVIOR ON SOCIAL MEDIA

When sharing Narrative Content on social networks, you agree to adopt a respectful behavior.

You are solely responsible for what you produce and share.

You use social media under your sole responsibility and you warrant Narative against any claim or conviction to which we may be subject as a result of your behavior on social media. In addition, Narative has no access to feeds posted on social media. Narative therefore declines any responsibility in the event of illegal content, and invites users to immediately refer it to the social network in question.

CHANGES

Use of the Platform implies your full acceptance of all of these Terms of Use. The applicable Terms of Service are those in effect at the time of connection and use of the Narative platform. Narative informs its users that the Terms of Service may be changed at any time at its discretion.

These modifications will be brought to the attention of users by simply putting them online. Users therefore undertake to consult them regularly. Your continued use of the narative service after the posting of changes constitutes your acceptance of those changes.

DISCLAIMER

Your use of the Service is at your own risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or performance.

Be Narative S.A.S. its subsidiaries, affiliates and its licensors do not warrant that a) the Service will operate uninterrupted, secure or available at any particular time or location; b) any errors or faults will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

APPLICABLE LAW AND LITIGATION

These Conditions will be governed and interpreted in accordance with French law, without regard to its provisions on conflict of laws.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us relating to our Service, and supersede and supersede any prior agreements we may have between ourselves relating to the Service.

The user may, in the event of disagreement or dispute, seek an amicable solution with Narative. If no amicable solution is found, the dispute may be submitted to the competent courts.

CONTACT US

If you have any questions about these Terms, please contact us : contact@narative.io.