



Terms & Conditions

Effective: 2022-03-29

cartodebat.org

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <http://www.cartodebat.fr> website (the "Service" or the "Platform") operated by CartoDEBAT SAS. Your access to and use of the Service is conditioned on 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 disagree with any part of the terms then you may not access the Service.

ARTICLE 1 - Definitions

The wording used In this Terms of Service have the following significations:

- **CartoDEBAT**: is the website and it's APIs delivering the Contributions of the Contributors and Media Contents of the Organizers and the Editor. Also called the « Plateform ».
- **Visitor**: a person accessing the plateforme CartoDEBAT.
- **Subscriber**: every person who has effectively created an Account.
- **Account**: data shared by a user to obtain an identity in the Service and the ability to bring contributions.
- **Contributor**: a person Subscriber who publisher a contribution.
- **Contributor Spokesperson**: A contributor on the behalf of a group of persons or on on the behalf of a legal entity.
- **Contribution**: a publication of a Contributor or a spokesperson posted on the Platform.
- **Organizer**: the organizing entity publishing text and media content to debate from, and inviting to contribute. Some Media Contents are created from a collaboration with the Editor.
- **Organizer's Media content**: texts, images, audio or video recordings, online on the Service, which the organizer is responsible for.
- **Editor**: the society creating the Service and administrating the Platform (e.g. CartoDEBAT SAS.).
- **Editor's Content**: any media content (text, image, audio, video) published on the Platform for which the Editor is author and various content adapted on demand by the Organizer
- **Moderator's Account**: A user's Account able to moderate (edit, move or delete) Contributions.
- **Mediator-Analyst's Account**: A user's Account who has access to analysis functions, further tagging, sort and annotations of the contributions in order to create Feedback and synthesis.
- **Feedback**: synthesis and presentations made from the conclusions and analysis of the debates.

ARTICLE 2 – Scope of application

This Terms are applied without any restriction or reservation to all the services available on the Plateform. They come in effect when they're published on the Platform and stay effect until further updates or modification by the Editor. The Users will be informed when a modification occurs.

ARTICLE 3 – Personal data management

CartoDEBAT respect your private life. The personal data you are giving away upon registration and when your contributions are recorded are stored according to the law.

Conforming to the CNIL¹'s recommendations, to the law n°78-17 janvier, the 6th of 1978 modified in 2004 and to the General Data Protection Regulation (GDPR) 2016/679 or the European Parliament and the Council of april, 27 of 2016, you have a right to access, correct or suppress any digital information that concerns you on the Service. Vous may exert this right by writing the request to: dpo@cartodebat.com.

ARTICLE 4 – Personal Data Management

CartoDÉBAT respects your private life.

Personal data you send by filling the registration form and when contributing are stored in respect to the present european law. In compliance to the CNIL recommandation, law n°78-17 of january, the 6th 1978 modified in 2004 and in compliance to the General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the council of april the 27th of 2016, you have a right to access, rectify and delete data that concern you. You can exert that right by writing to dpo@cartodebat.com.

ARTICLE 4.1 Public identifier

When you create an Account, you are asked for a name or a nickname: it will be publicly displayed on top of your Contributions. You will also be asked if you wish to contribute as an individual or on the behalf of a community. If don't mention anything, it will be displayed by default, « Citizen » on top of your posts.

If you choose a nickname you must not usurp the identify of any other person or legal entity, or choose one that is discriminatory to any person or legal entity.

ARTICLE 4.2 Email address

The email address is used to validate the Account's creation and authenticate yourself on the Platform. The email address may also be used to send information related to the debates activities from the Organizer or the Editor. These notifications are configured by the subscriber in the notifications section or the « settings » menu.

1. Commission Nationale de l'Informatique et des Libertés

ARTICLE 5 - Moderation

The contributions are directly published online. The moderation is performed a posteriori.

Words dealing with crime's apology, provocations, incitement to or apology of terrorism's act, incitement to racial hatred, to any other person considering its sex, sexual orientation, genre identity, handicap, child pornography, incitement to violence or violation of human dignity ([LCEN, article 6-1.3](#)) or any other hatred speech will be removed from the forum by the moderators, moved to a « trash » section and rendered inaccessible to the search engines. The moderators don't exert any other hold over censorship or modification in the published messages.

ARTICLE 6 - Your contributions

All contributions are published under the license Creative Commons « Attribution and share alike 4.0 International » (CC BY-SA 4.0).

Every contributor participates in the debates under its own responsibility.

As an author, it keeps a moral right to cite the contributions as its own.

If you are not the author of what you publish, you must cite the sources, and be able to justify any right or authorization to reproduce the content if it isn't royalty-free..

Citing sources means adding quotes to the content and indicate the author and the publication medium.

The Contributors grant the Editor and the Organizer the right to reproduce and copy their contributions on any other medium as well as to process the data to analyze, synthesize and create feedbacks.

The contributions aren't given to any other third parties for any payment nor for free.

ARTICLE 7 - Media content

The Organizer holds the responsibility of the published content (texts, images, audios, videos) displayed online by the Editor.

If the Organizer isn't the author of what he published, he must cite the sources and prove they're royalty free or that he has the right to copy and distribute them.

ARTICLE 8 - Right of reply

Any person implicated has a right to reply, in compliance with the article 5, IV of the french law n°2004-575 of juin, 21 of 2004 for the trust in the digital economy.

ARTICLE 9 - Organizer's charter's approval

By accepting these Terms, the Subscribers commit to respect the Organizer's ethical charter of conversation.