



Target Skills
General Users conditions (GUC)

PlanningPME Web Access

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PREAMBULE – PANNINGPME WEB ACCESS

PlanningPME Web Access is the Web version of the scheduling software PlanningPME.

The application allows you to manage the schedule of your via a web browser such as Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Safari ...

You will need to type a login and a password to have access to your schedule.

The set up is only running from Windows Server 2008.

IIS 7 (Services Internet) MUST be installed on the server that hosts the web application.

Databases compatible with PlanningPME Web Access are SQL Server and My SQL.

DEFINITIONS

RESELLER: Authorized Reseller, intermediate in selling

CLIENT: Final User of the software, he can be CLIENT when Direct Selling, he can be CLIENT when Authorized Reseller sold the software

ARTICLE 1 - OBJECT OF THE CONTRACT

The subscription of the service or product by the CLIENT is done by signing and sending the purchase order by mail, email or fax to the company TARGET SKILLS or to the RESELLER.

The service is activated by the company TARGET SKILLS after:

- A) reception of the quote and GUC dated and signed by the CLIENT with the company stamp and the amount invoiced;
- B) reception of the order dated and signed by the RESELLER with the Client's company data and the amount invoiced and GUC approved by the Client;

ARTICLE 2 - OBJECT OF THE GENERAL CONDITIONS - SERVICES

2.1. - Object of the general conditions

These terms are intended to define the respective obligations of each party for the services agreement concluded and accessible via the hosted web site.

2.2. - Services

The company TARGET SKILLS designed and built a website with a private paying access dedicated to sharing a schedule among multiple users.

The company TARGET SKILLS provides to CLIENTS various services including:

- Secured Connection with login and password access.
- Choice of the agenda view
- Daily navigation, multi-day, weekly, monthly, bimonthly, biannual, annual.
- Entering events in the navigation above.
- Search events based on their text, date or time.

- Visualization of changes made by users of the schedule (add, modify, delete)
- Setting personal user data

This non-exhaustive list is set to change.

For more information on the list of features:

<http://www.planningpme.com/compare-products-planningpme.htm>

ARTICLE 3: HOSTING CONDITIONS

Please refer to SLA service agreement, Chapter Hosting Scope, 3.

ARTICLE 4 - ACCESS TO SERVER – OPENING AN ACCOUNT

4.1. – Access to Server – Opening and using the PlanningPME WebAccess Account.

The company TARGET SKILLS supports and exclusively controls the opening of accounts for PlanningPME Web Access. As such, it only provides the CLIENT means of identification and secure access to the service: the company TARGET SKILLS provides the CLIENT a username (called "login") and a password.

The company TARGET SKILLS is committed to monitoring and perform technical maintenance service in conjunction with its hosting server so that the CLIENT can connect optimally for the duration of the contract.

4.2. SECURITY – USE OF IDENTIFIERS

So the CLIENT will receive an ID from the company TARGET SKILLS. It has a username and / or password chosen by TARGET SKILLS.

The CLIENT is responsible for full and exclusive use of his / her login and password. The CLIENT alone bears the consequences and the responsibility that may result from usage by others who were aware of them.

The CLIENT is solely responsible for the use of the services available on the website https://cli.planningpme.com/Company_Name and the services relating thereto are to be made under his credentials, until he asked the company TARGET SKILLS to change its password.

ARTICLE 5 - GENERAL OBLIGATIONS OF CLIENTS

The CLIENT declares to be of legal age and have full legal capacity to engage under these terms and conditions.

The CLIENT obliges to submit all information, including administrative, necessary for identification and qualification, to open an account.

Generally, the CLIENT agrees to:

- Meet the legal requirements, regulatory, conventional as well as customs and trade practices to which it is subjected;
- Comply with all legal and regulatory requirements relating to computers, files and freedoms, and to this end, to make any request by authorizations or useful statement of processing with the National Commission of Informatique et des Libertés (CNIL) or any administrative authority which replaces it;
- Keep the information confidential contained on the site;

- Not to submit, copy, sell or otherwise dispose any form, any information received, available to another person or entity;

The CLIENT acknowledges the provisions of Article 6 of Act II of June 21, 2004 which states that the persons mentioned in 1 and 2 Act I own and retain the data will allow the identification of any person who has contributed to the creation of content or a content of service providers they are.

And the CLIENT does not engage the responsibility of the company TARGET SKILLS, OR OF THE RESELLER, because of the data referred to in the first paragraph, the judicial authority.

ARTICLE 6 - RESPONSIBILITIES

The company TARGET SKILLS will host the website and the content at the site of the company OVH, for the CLIENT a daily data backup on tape or other magnetic media device will be made at the discretion of the company TARGET SKILLS (refer to the Target Skill's Service Level Agreement documentation).

Given the high degree of technology used for the execution of this contract, the company TARGET SKILLS held to an obligation of means and not of results and is committed to making all reasonable care possible to the execution of the service.

The company TARGET SKILLS, OR THE RESELLER, cannot be held responsible for the direct or indirect consequences and / or damage which would affect the CLIENT as a result of the introduction of a computer virus in the web server or on the site having an effect on its proper operation , the migration of the site to different hardware or software environment, changes to software components by a person other than the company TARGET SKILLS, OR THE RESELLER, resulting in a decline in sales for the operating business or non-functioning or the use or lack of use of information contained in the site, and access by any third party unauthorized in the Web server or the site illegal or through intrusion.

The company TARGET SKILLS, OR THE RESELLER, exercises no control over the content posted, including the accuracy of the statements made therein, any inaccuracies within is the sole responsibility of the customer.

The company TARGET SKILLS, OR THE RESELLER, cannot be held liable as a result of any action or claims of third parties, to the extent that she had no knowledge of illegal activity or information, liability or as soon as she aware, it will act promptly to remove such information or make access impossible, particularly because of the publication:

- Information, images, sounds, text, video, contrary to the laws and regulations contained and / or distributed, directly or through the use of a frame (frame) or a hyperlink on the site or sites of the company TARGET SKILLS;
- Infringement of intellectual property rights relating to works distributed or reproduced, in whole or in part, or on the websites of the company TARGET SKILLS without the express agreement of the author;
- The suspension and / or termination of accounts, including as a result of non-payment of sums due under this contract, and more generally because of the breach of any obligations of the CLIENT as set out herein.

ARTICLE 7 - INTELLECTUAL PROPERTY

The company TARGET SKILLS points out that it owns the database that is determined by the architecture and that this database is protected as such by the Code of Intellectual Property. No reproduction is permitted without the express permission of the company TARGET SKILLS.

The company TARGET SKILLS retains ownership of the materials on its website such as writing, audio, images, video clips, in any format whatsoever, and also software, applications, utilities and databases that it would create and she has the rights.

These general conditions of sale do not imply any transfer of any kind of intellectual property on the elements belonging to the company TARGET SKILLS (photographs, images, literary texts, artwork, software, trademarks, graphic charts, logos, etc...) for the benefit of the CLIENT.

The CLIENT agrees, in general, to refrain from any act that may infringe, directly or indirectly, to the intellectual property (structure of the database, site design, text, illustration, etc.) of the company TARGET SKILLS and to the rights of third parties.

ARTICLE 8 – COMPLIANCE WITH RECOMMENDATIONS OF THE COMPANY TARGET SKILLS

The Customer declares to have read the following guidelines of the company TARGET SKILLS:

1. The login and user name assigned to each user of the service is strictly personal. There must never be disclosed or accessed in any form whatsoever to any third party, even the service user.
2. The company TARGET SKILLS also recommends that the CLIENT is to establish a fast connection to the Internet (eg cable, ADSL, leased line, ...).
3. The company TARGET SKILLS disclaims any responsibility for delays in loading or download directly due to the Internet.
4. The company TARGET SKILLS disclaims any liability for loss or destruction of data resulting from ignorance of its recommendations.

ARTICLE 9 - SEVERABILITY OF TERMS

The invalidity of any provision of these terms and conditions, resulting in particular from a law, regulation or court decision has the force of res judicata does not invalidate the remaining provisions of these terms and conditions, which remain in full force and effect.

ARTICLE 10 - PlanningPME Web Access - PURCHASE MODE

The articles mentioned above prevail for the purchase version PlanningPME Web Access, with the exception of items relating to 2-3-4-6 rental only mode.

ARTICLE 11 – BILLING

11.1 PlanningPME Web Access subscription version:

This service is billed every 12 months and will be renewed every year.

During the initial subscription, you agree for a period of 12 months non-negotiable.

The installation fee will be charged upfront at the initial subscription.

The service will be suspended in the event of non-payment of the invoice as soon as possible.

11.2 PlanningPME Web Access purchase version:

This product is charged to the year. The subscription service maintenance is MANDATORY.