

## Terms of Use

### Huwise

*Last update: 2025-09-29*

**WE INVITE YOU TO READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS OF USE. SIMILARLY, PLEASE READ [THE PRIVACY POLICY](#) WHICH IS INTEGRAL PART THEREOF.**

Huwise is an all-in-one SaaS solution for hosting, publishing and sharing data in a simple, safe and efficient way ("Huwise"), designed and made available by OPENDATASOFT, doing business as Huwise, a French simplified joint-stock company (Société par actions simplifiée) with a capital of €399 679, registered with the Paris Trade and Companies Register under n°538 168 329, having its principal place of business at 32 avenue de l'Opéra, 75002 Paris, France ("Huwise" or "We").

Access to and use of Huwise and its content is strictly limited to any user with a login enabling him/her to access and use all or part of the Huwise's platform and services, including as part of a trial offer ("User" or "You").

These Terms of Use define the conditions according to which User can access and use Huwise, subject to the acceptance of these Terms of Use and our [Privacy Policy](#). This document is a contract concluded between You and Huwise, each being hereafter designated as a "Party" and together as the "Parties".

Access to and use of contents made available on Huwise's Platform may also be subject to the acceptance by User of additional terms and conditions issued by the organization which gave him/her said access and right of use ("the Client"), or any other legal documentation issued by the Client in that respect.

For any question regarding this document and our services, please contact us through our website or by email: [legal@huwise.com](mailto:legal@huwise.com)

### **ARTICLE 1. SERVICES OFFERED THROUGH Huwise'S Platform**

Huwise provides a platform to make datasets ("DataSets") available to Users .

Content and options made available on the Platform depend on the level of service chosen by the Client to be made available to Users. The Client, in its capacity as publisher, remains solely responsible for the data and content published on the solution. Huwise acts as a service provider and cannot be held liable for the accuracy, legality, or use of such content.

Huwise will use its best efforts to ensure the solution is accessible 24 hours a day, 7 days a week, except in cases of force majeure, technical incidents, or interventions caused by a security operation or required for its

proper functioning or its improvement.

## ARTICLE 2. USER ACCESS AND REGISTRATION

Access to the Huwise platform is in principle free and open to any legal entity and USERS authorized by the Client and may be subject to a prior registration of the User.

User who wishes to access to Huwise and its contents:

- (i) either receives his/her identifiers from the Client, connects to Huwise and, at the time of his/her first connection, reads and accepts these Terms of Use; or
- (ii) complete a registration form on Huwise, by providing his/her name, surname, email address, and accept these Terms of Use.

User undertakes to provide accurate, sincere and true information, and to update his/her information when necessary.

In the event that User provides inaccurate or out-of-date information, Huwise may immediately, without notice or compensation, suspend or terminate User's account.

The Client may also terminate User's access to Huwise and/or Client's Domain, without Huwise being liable for such termination and its consequences.

Huwise also reserves the right to permanently delete any User account that has remained inactive for an extended period or has been used in a manner contrary to these Terms of Use.

User's login and passwords are personal and non-transferable. Any connection or action carried out with such login and password is presumed to be performed by User.

Huwise recommends User to choose a username and a strong password (minimum recommended of 12 characters including upper case letters, lower case letters, numbers and special characters) and to enable multi-factor authentication (MFA). User can safely modify his/her personal information, login and password by accessing to his/her personal account on Huwise.

User agrees to immediately notify Huwise of any loss, misuse or unauthorized use of its login and/or password, or fraudulent access to his/her account, by writing to: [support@huwise.com](mailto:support@huwise.com)

Huwise reserves the right to immediately and, if necessary, definitively suspend all access to or use of User's account in the event of a proven or established violation of his/her login and password, and to inform the Client.

User may close his/her account at any time by sending an email to: support@huwise.com. Huwise will deactivate the account as soon as possible and will send User an email confirming the closure of the account. Huwise will, as the case may be, inform the Client.

The Client may also decide to suspend, as the case may be definitively, the account and/or access of User, under its sole liability.

## **ARTICLE 3. OBLIGATIONS OF USER**

User undertakes to:

- comply with these Terms of Use and, if applicable, with the terms and conditions issued by the Client, and all applicable laws and regulation;
- provide Huwise with complete and accurate registration information and behave in a fair manner towards Huwise, the Client and other users;
- not to use Huwise and its contents in violation of these Terms of Use, the rights of third parties (including intellectual property rights and image rights), an obligation of confidentiality, or in an unfair manner or contrary to the law;
- not to infringe or harm the automated data processing systems implemented for the operation of Huwise, or commit the offences provided for in Articles 323-1 et seq. of the French Criminal Code;
- refrain from accessing, attempting to access, extracting, copying, downloading, reusing, or exploiting all or part of the content published on the solution by automated means (including, without limitation, robots, spiders, crawlers, scrapers, or any other similar process), unless with Huwise's prior written authorization.

## **ARTICLE 4. LIABILITY**

User will access and use of Huwise and the contents he/she may share and/or access to under their sole responsibility or, where applicable, that of the Client.

Huwise cannot be held responsible for any damage caused by the use of all or part of the contents made available.

Huwise furthermore declines any liability in the event of:

- abnormal use or illicit exploitation of the Huwise solution and contents;
- use of Huwise that does not comply with and is not provided for in these Terms of Use;
- temporary inability to access Huwise's Platform due to technical maintenance operations or interruptions linked to the nature of the Internet network independent of Huwise;

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- a viral attack, intrusion, hacking act, or any other security incident affecting the User's IT systems and resulting from: (i) use outside the Huwise solution, or (ii) negligence on the part of the User, notably due to insufficient protective measures or poor management of their credentials and passwords. ;
- incomplete, non-updated or erroneous information or contents made available by the Client or Huwise;
- infringement of the rights of third parties of which the Client or more generally any user has become aware; or
- unsuitability of the Huwise solution and services with User's equipment, including hardware and software.

It is expressly agreed that Huwise, in the context of the provision of a SaaS service, is only subject to a general obligation of means and that Huwise is not bound by any obligation of result or reinforced means of any kind, except in the case of a specific contractual provision or regulation of public order to the contrary.

Huwise cannot guarantee that the use of Huwise will lead to an improvement in their economic or commercial performance for User acting in a professional capacity.

User may hold Huwise liable only if he/she has previously notified Huwise by registered letter with acknowledgement of receipt of the alleged breach and if Huwise has not responded within thirty (30) days of receiving this formal notice. In any case, it is recalled that Huwise's liability can only be sought in the event of proven fault.

Furthermore, due to the nature of the Internet (interconnection of a multitude of independent parties), no one can guarantee the overall functioning of the networks from end to end. Huwise cannot therefore be held responsible for any damage that it did not cause directly.

Under no circumstances may Huwise be held liable, regardless of the type of action brought, for indirect damage of any kind, for example, and without this list being exhaustive, any financial or commercial damage, loss of profit, commercial disturbance, loss of earnings, loss of data, damage to a third party, or action brought by a third party against the User, as well as the consequences thereof. User is solely responsible for any direct or indirect, material or immaterial prejudice caused by himself/herself or one of his/her employees to Huwise or to third parties as a result of his/her use of Huwise and its contents and services.

It is expressly agreed between the Parties that the provisions of this clause will continue to apply even in the event of termination of the present contract by a final court decision.

It is expressly stated and agreed between the Parties that, for all data, contents and information published by a Client or a User, Huwise will have the status of host in application of Article 6 I 2) of the French Law of June 21, 2004 on confidence in the digital economy.

In this capacity, Huwise undertakes to promptly remove any manifestly illicit content as soon as it becomes aware of it. Notification of manifestly illicit content may be sent by e-mail to: [support@huwise.com](mailto:support@huwise.com). The link to the content(s) identified as manifestly illegal must be indicated in the notification.

In application of this status, User acknowledges that Huwise does not guarantee the validity, completeness, or timeliness of data, information or contents made available by the Client on Huwise solution.

## ARTICLE 5. INTELLECTUAL PROPERTY

User acknowledges that the Huwise solution, platform and content edited and published by Huwise are the exclusive property of Huwise. Thus, with the exception of data published by the Client, all trademarks, logos, domain names, slogans, graphics, photographs, animations, videos, software, solutions, databases and texts created, published or registered by Huwise, and constituting Huwise, are the exclusive property of Huwise and may not therefore be reproduced, used or represented without its prior written consent, under penalty of legal action.

The datasets accessible through the Huwise solution remain the property of their author or of the Client who makes them available. The User agrees to respect the intellectual property rights attached thereto, including any licenses applicable to the datasets.

In this respect, the User shall refrain in particular from:

- using the Huwise names and logos, in any capacity or in any form whatsoever, without the prior written consent of Huwise;
- creating or maintaining any confusion with Huwise in the context of his/her activities, advertising campaigns and/or promotional announcements, and in particular any confusion likely to infringe of Huwise's trademarks or likely to characterize an action of unfair competition or parasitism; and
- adapting, correcting, modifying or reproducing all or part of Huwise, its platform, contents and services. Only the Client may personalize its Client's Domain in accordance with the applicable Huwise's terms and conditions.

Any total or partial representation of Huwise, its platform, contents or services, by any means whatsoever, without the prior express consent of Huwise or, where applicable, of the Client in the case of the Client's Domain, is prohibited and will constitute an infringement punishable by articles L. 335-2 et seq. and articles L. 713-1 et seq. of the French intellectual property code.

In addition, Huwise expressly prohibits:

- the extraction, by permanent or temporary transfer, of all or a qualitatively or quantitatively substantial part of Huwise, by any means and in any form whatsoever, as long as the author of such extraction is not duly authorized;
- the re-use, by making available to the public all or a qualitatively or quantitatively substantial part of Huwise, in any form whatsoever, provided that this re-use takes place outside of the licenses granted by Huwise or the Client; and

- the repeated and systematic extraction or re-use of qualitatively or quantitatively insubstantial parts of Huwise when such operations manifestly exceed the conditions of normal use.

User shall refrain from any act of reverse engineering, modification, translation, adaptation, disassembly, decompilation, use for purposes of competitive analysis, distribution or creation of derivative works, in particular the creation of software offering in whole or in part a service identical or similar to Huwise, from all or part of Huwise, its contents and documentation, except under the conditions and within the limits strictly defined by law.

In accordance with Article L. 122-6-1 of the French Intellectual Property Code, Huwise reserves the exclusive right to carry out corrective maintenance of Huwise, the platform and its services, as well as the determination of the particular terms and conditions to which the acts provided for in 1° and 2° of Article L. 122-6 of the aforementioned code are subject when they are necessary for the use of Huwise.

### **ARTICLE 6. PROTECTION OF PERSONAL DATA**

Huwise undertakes to comply with the laws and regulations applicable to the protection of personal data, and in particular the French Data Protection Act n°78-17 of 6 January 1978 as amended and the General Data Protection Regulation n°2016/679 of 27 April 2016 (GDPR).

Each Client is a data controller with respect to any processing of personal data carried out in the context of their use of the Huwise solution.

Huwise acts as a processor for the processing carried out on behalf of the Client, or as a data controller for the management of user accounts and the security of the Solution.

For more information on this subject, the User is invited to consult Huwise's [Privacy Policy](#). Users are also encouraged to review and refer to the privacy policy or any information regarding data processing provided by the Client.

Huwise ensures that each Client complies with the above-mentioned laws and regulations with regard to its processing of personal data, and for which, where applicable, Huwise may be data processor.

### **ARTICLE 7. COOKIES**

Huwise uses cookies while you browse the Huwise solution. For more information, please refer to the cookies policy by clicking [here](#).

### **ARTICLE 8. FORCE MAJEURE**

Huwise cannot be held liable if the non-execution or delay in the execution of one of its obligations described in these Terms of Use results from a case of force majeure under article 1218 of the French Civil Code.

Force majeure in contractual matters occurs when an event beyond the control of the debtor, which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from fulfilling his obligation.

In this regard, Huwise cannot be held liable, in particular, in the event of an attack by hackers, unavailability of materials, supplies, spare parts, personal equipment, or other; and interruption, suspension, reduction or disruption of electricity or other services or any interruption of electronic communications networks, as well as in the event of any circumstance or event outside of Huwise's control occurring after the acceptance of the Terms of Use and preventing their execution under normal conditions, despite the appropriate security guarantees implemented by Huwise.

It is specified that, in such a situation, User may not claim payment of any compensation and may not bring any action against Huwise.

In the event of the occurrence of one of the above-mentioned events, Huwise will endeavour to inform User as soon as possible.

## ARTICLE 9. GENERAL PROVISIONS

Huwise reserves the right to update and modify these Terms of Use at any time, it being specified that the Terms of Use in force are those published on Huwise at the time of access to the platform and browsing by User.

No indication or document may give rise to any obligation not included in these Terms of Use unless it is the subject of a new agreement between the Parties or results from the law.

The Parties further declare that these Terms of Use may in no case be considered as an act creating a legal person or any other legal entity, and that any form of "*affectio societatis*" is formally excluded from their relationship.

The fact that one of the Parties has not requested for the application of any clause of these Terms of Use, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In the event of difficulty of interpretation between any of the headings at the top of the clauses and any of the clauses, the headings shall be declared non-existent.

If any of the provisions of these Terms of Use should be declared null and void with regard to a legislative or regulatory provision in force and/or a final court decision, it shall be deemed unwritten but shall in no way

affect the validity of the other provisions which shall remain fully applicable.

## **ARTICLE 9. GOVERNING LAW -- MEDIATION**

THESE TERMS OF USE AND THE RELATIONSHIP BETWEEN USER AND HUWISE ARE GOVERNED BY FRENCH LAW.

In the event of a dispute arising between Huwise and User concerning the interpretation, execution or termination of these Terms of Use, the Parties shall endeavour to settle it amicably.

In the event that User is a professional and no amicable solution is found within thirty (30) days of the registered letter sent by User, the dispute will be submitted to the exclusive jurisdiction of the Commercial Court of Paris, whether or not there is a plurality of defendants or a call for guarantees.