

**GENERAL CONDITIONS OF USE  
OF THE APPLICATION MKRMTCH**

**LEGAL NOTICES**

**Publisher**

**ASSOCIATION DE L'ENSEIGNEMENT SUPERIEUR COMMERCIAL RHÔNE-ALPES (AESCRA)**, a non-profit association governed by the law of July 1, 1901, registered at the Prefecture of Rhône on December 27, 1962 under the number 6512, whose head office is situated at 23 avenue Guy de Collongue, 69 130 Ecully (hereafter "**emlyon**")

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**INDEX:**

ARTICLE 1: DEFINITIONS .....	2
ARTICLE 2: PURPOSE .....	2
ARTICLE 3: ACCEPTANCE OF THE GENERAL CONDITIONS OF USE AND ENFORCEABILITY .....	2
ARTICLE 4: CONDITIONS OF USE OF MKRMTCH.....	3
4.1 Required Configuration .....	3
4.2 Creation of an Account and a User Profile .....	3
4.3 Specific case of Creation of a User Account by emlyon students.....	3
4.4 Skills matching .....	3
ARTICLE 5. ABSENCE OF GUARANTEE AS TO THE MATCHING AND THE CONTENT .....	4
ARTICLE 6. USER OBLIGATIONS AND RESPONSIBILITIES .....	4
ARTICLE 7. ACCESS TO MKRMTCH .....	4
ARTICLE 9. INTELLECTUAL PROPERTY .....	5
9.1 Property of Mkrmtch .....	5
9.2 Property of the content put online on Mkrmtch .....	5
ARTICLE 10. PROTECTION OF PERSONAL INFORMATION .....	5
10.1 Processing of User data in the context of skills matching .....	<b>Erreur ! Signet non défini.</b>
10.2 Processing of student data in the context of "academic questionnaires" .....	5
10.3 Other User rights related to the processing of User' personal data.....	6
ARTICLE 11. COOKIES .....	6
ARTICLE 12. HYPERLINKS .....	6
ARTICLE 13. TERM AND CANCELLATION .....	7
ARTICLE 14. GENERAL PROVISIONS .....	7
ARTICLE 15. QUESTIONS AND CONTACTS.....	7

## ARTICLE 1: DEFINITIONS

For the application of these General Conditions of Use, the parties agree to the following definitions:

- "Mkrmtch": designates the tool including all services provided by emlyon and accessible either via the "Application" or via the "Site";
- "Application": designates the mobile application provided by emlyon which includes all Mkrmtch services and is accessible from a compatible smartphone (or any other terminal) with the appropriate high-speed Internet access;
- "Site": designates the website accessible at the URL:mkrmtch.em-lyon.com provided by emlyon and including all Mkrmtch services;
- "General Conditions of Use": designates this document formalizing the contractual relations between the User and emlyon, in the context of the use of Mkrmtch;
- "User": designates any individual or legal entity, a private law body or a public law body, connecting to Mkrmtch via a User account;
- "User Account": designates the virtual space dedicated to the User within Mkrmtch, which can be accessed only through the use of a login name and a password under the exclusive control of the User; The account and the password correspond to your "emlyon" login name and password.
- "User Profile Page": designates the description completed by each User enabling him to describe his skills and interests for the purpose of skills matching.

## ARTICLE 2: PURPOSE

Mkrmtch is both an Application and a Website offered to all students, admissible candidates (potential and future enrolled students) and employees of the emlyon network in France, and at a later date, to those abroad (campuses in Ecully, St Etienne, Paris, Shanghai and Casablanca) (hereafter the "Users").

This application serves two purposes:

1. Concerning students on emlyon campuses only: to submit to them "academic questionnaires" in order to collect information on their learning preferences and their educational profile. This information is intended to be used in the context of the "*Personalized Learning Path*" project (PLP).
2. Concerning all Users: to offer a communication tools with relation to competencies and skills, enabling thus who wish to contact other persons within the emlyon network in France or abroad to share their experience and skills.

The purpose of these General Conditions of Use (hereafter "GCU") is to define the conditions of use of the Application and the Site made available to the Users.

## ARTICLE 3: ACCEPTANCE OF THE GENERAL CONDITIONS OF USE AND ENFORCEABILITY

Any access to and/or use of the Website and/or the Application implies the express and unconditional acceptance of these GCU.

The User declares that he has read these GCU as of his first use of the Site or the Application and that he has accepted them unconditionally. In the event he downloads the Mobile Application, the User must expressly accept in advance the installation of the Application on his smartphone (or any other terminal) directly on the downloading platform.

The User has the option to reproduce the GCU by any means (printing, downloading, etc.). These terms of use are also accessible at any time on the Site [https://makermatch-tou.eu-gb.mybluemix.net/GCU\\_mkrmtch\\_EN\\_AESCRA.pdf](https://makermatch-tou.eu-gb.mybluemix.net/GCU_mkrmtch_EN_AESCRA.pdf) and the Application, under the heading "Terms of use". The version accessible online will have precedence, if applicable, over any other version or any other contradictory document.

emlyon reserves the right to make any modifications to this document that it deems necessary and useful. In the event of modification of the GCU, emlyon undertakes to inform the Users via the Site and the Application.

When informed under the conditions stated above, the User has the option to accept the new GCU or to close his User Account without prior notice.

## **ARTICLE 4: CONDITIONS OF USE OF MKRMTCH**

### **4.1 Required Configuration**

In order to use the Mkrmtch Mobile Application, the User must have a compatible IOs or Android smartphone in the supported versions as described in the app stores at the time of download. The Application can be downloaded at the Apple Play and Google Play stores.

For other devices, a responsive version is available: [mkrmtch.em-lyon.com](http://mkrmtch.em-lyon.com).

In order to use the Application and the Site, the User must have appropriate high-speed Internet access (e.g., Wi-Fi connection, 3G or 4G).

### **4.2 Creation of an Account and a User Profile**

The use of Mkrmtch requires the creation of a User profile. This profile is created automatically when you register with emlyon. Only people with an emlyon email address can access Mkrmtch.

Users must complete a profile the first time they connect. The login name and the password are the same as those of your "emlyon" account: the so-called "single sign-on" (SSO) procedure. The password guarantees the confidentiality of the information contained in each User Account.

Once identified in the application, the User is invited to complete his Profile by providing certain information. In particular, the User must fill in his campus, the program he is following or his profession within emlyon, his academic skills and his interests. The user can input the campus to which he is attached (current or future), the programme that he is following or wishes to join in the future. For each skill or interest, the User must specify the associated level; he may add comments and choose whether or not to make these comments public on his profile.

The User undertakes that the information he provides when creating his User Account and his Profile is completely accurate.

A User is authorized to hold only one User Account, and only one Application can be installed on his mobile terminal. The User guarantees that the data he shares for the purposes of creating his User Account and configuring his Profile is accurate, complete and up to date.

The User certifies that he is at least 18 years old at the time of creation of his User Account or, if a minor, that he has obtained the permission of his legal representative. In fact, minors cannot register on Mkrmtch without the prior permission of the person(s) competent to exercise parental authority. emlyon reserves the right to request written evidence of this at any time. It is recalled that the legal representative is responsible for monitoring their child's use of the services offered by Mkrmtch. emlyon may immediately cancel the User Account of any minor who has not obtained the permission of his legal representative or whose legal representative requests that the Account be closed.

The User accepts and acknowledges that he is responsible for respecting the confidential and personal nature of the login names and passwords associated with his User Account. He will refrain from sharing his login name and password with any third party. Consequently, the User agrees to be solely responsible with respect to emlyon for all acts performed from his User Account and for protection of his password. If the User is aware of any unauthorized use of his password and/or of his User Account, he undertakes to inform emlyon immediately by email to the address: [dataprivacy@em-lyon.com](mailto:dataprivacy@em-lyon.com)

Each Party has the option to close the User Account at any time, automatically entailing the cancellation hereof.

### **4.3 Specific case of Creation of a User Account by emlyon students**

Once their User Account has been created and during the process of configuration of their Profile, emlyon students on French campuses will be invited to take tests or "academic questionnaires" intended to collect information on their learning preferences and their educational profile. This information is intended to be used in the context of the "*Personalized Learning Path*" project (PLP). The purpose of this project is to offer the students personalized educational content and a customized learning path.

Students are free to complete these questionnaires (for more information on personal data processed in this way, see Article 10.2 below).

### **4.4 Communication with the emlyon network**

Once identified in the application, Users may establish relationships with each other, according to their skills and interests. Mkrmtch allows Users to perform profile searches by name or by skill. They may then contact each other by private or group message (functionality available via the application) or via the Connections tool.

It is recalled that Mkrmtch is an Application and a Website provided by emlyon for the purposes of communication within its emlyon network. Mkrmtch is therefore intended to be used by the Users only in the context of projects connected to their education (current or future) or their position within emlyon. Any use outside of this context is prohibited

#### **ARTICLE 5. ABSENCE OF GUARANTEE AS TO THE MATCHING AND THE CONTENT**

emlyon has no control over and makes no guarantee, whether directly or indirectly, as to the accuracy and reality of the information published, exchanged and stored by the Users on Mkrmtch (skills and interests published by the Users on their profile, offers to form matches, projects proposed, messages sent, etc.). Furthermore, emlyon does not guarantee the smooth functioning, quality and lawfulness of the associated projects and relationships once matching has taken place. In any case, no damages or compensation, in any form, can be claimed of emlyon.

#### **ARTICLE 6. USER OBLIGATIONS AND RESPONSIBILITIES**

The User is solely responsible for his actions on Mkrmtch and in particular for the content exchanged (including attachments to private messages sent via Mkrmtch). He undertakes to use Mkrmtch fairly, in compliance with these GCU in a manner compatible with Mkrmtch and in accordance with legislation and regulations in force, with public order, morality and the rights of third parties.

The User will refrain from any illegal or fraudulent behavior with respect to emlyon, other Users or third parties.

Finally, the User undertakes not to publish content or messages that:

- go beyond the purpose of Mkrmtch;
- contain sensitive data, i.e., data revealing the racial or ethnic origin of an individual, political, philosophical or religious opinions, trade union membership and data concerning the health or sex life of an individual, data concerning offenses, criminal convictions or security measures;
- may cause harm to the privacy, honor, reputation and dignity of another;
- contain insults, obscenities, or content of a pornographic, violent, denigrating or inflammatory nature;
- constitute a breach of laws and regulations in force, such as incitement of racial hatred or acts of pedophilia, homophobia, condoning of war crimes or crimes against humanity, incitement to commit murder or criminal offense, provocation to commit or condone acts of terrorism, incitement of racial hatred or hatred of persons based on their gender, sexual orientation or identity or their handicap, as well as child pornography, incitement of violence, including incitement of violence against women, as well as violations of human dignity;
- correspond to the operation of a business: advertising, promotional or commercial messages, small ads and more generally, any message containing personal or professional information (telephone number, postal or email address) or links to third-party sites;
- may adversely affect the trade secrets or intellectual property rights (including copyright, protected trademarks and designs, etc.) of any person whatsoever.

Any use of Mkrmtch not in compliance with these GCU or in a generally illegal manner may result in the immediate cancellation of the User's Account, without prejudice to emlyon's right to sue for compensation. Finally, in addition to any order to pay damages, the User may, if applicable, incur on a personal basis the criminal sanctions specific to the content in dispute (imprisonment and fines).

#### **ARTICLE 7. ACCESS TO MKRMTCH**

Access to the Site and the Application is free of charge and open to any User who has a mkrmtch profile, Internet access, and for the Application, a compatible smartphone. All costs pertaining to access, including the costs of hardware, software or Internet access, are the exclusive responsibility of the User. The User is solely responsible for the proper operation of his computer or telephone equipment and his Internet access.

emlyon reserves the right, without notice or compensation, to temporarily or permanently close Mkrmtch or close access to one or more services (profile management, search, email, etc.) in order to perform updates, maintenance operations, make modifications or changes to the operational methods, servers and accessibility times, this list not being exhaustive. emlyon is not responsible for any damage that may result from these changes and/or from the temporary unavailability or permanent closing of all or part of Mkrmtch.

In general, emlyon is not responsible for the interruption or impossibility of the use of Mkrmtch, for harm to the security of the User's hardware and data, nor for any damage that may result.

## **ARTICLE 9. INTELLECTUAL PROPERTY**

### **9.1 Property of Mkrmtch**

The content of the Site and the Application (trademarks, designs, animated or still images, texts, photographs, logos, graphic charters, software and programs, databases, sounds, videos, domain names, design, know-how and all other content comprising the Site and the Application) is the exclusive property of emlyon or of the third parties having granted it a license, and is protected by their intellectual property rights that are or will be recognized by the laws in force.

emlyon grants the User a personal, free, non-exclusive and non-transferable right to access and use Mkrmtch and the services. Any other reproduction and/or representation of one of the aforementioned elements, without the express permission of emlyon or of the holders of the rights to this content, is prohibited and would constitute an infringement sanctioned by the provisions of the Intellectual Property Code. The User will refrain from any action or act that may directly or indirectly harm the intellectual property rights of emlyon.

### **9.2 Property of the content put online on Mkrmtch**

The User remains the sole owner of rights to the content he puts online on Mkrmtch. Nevertheless, the User assigns to emlyon the rights to reproduction, representation and any other necessary right, on any medium known or unknown at this time (including digital, analog or paper medium) and by any mode of communication known or unknown at this time (including on Internet or via any other electronic communication method), necessary for putting the content online, operating Mkrmtch and providing the services. This authorization is not exclusive, is free of charge and valid throughout the world and throughout the terms of legal protection of the applicable rights.

## **ARTICLE 10. PROTECTION OF PERSONAL INFORMATION**

### **10.1 Internal communication and matching of competencies within the emlyon network**

The User is informed that emlyon processes personal information for the purpose of provision, management and monitoring of the skills matching communication services within the emlyon network via Mkrmtch, including the creation, management and monitoring of User Accounts and Profiles, management and identification of Users, management of the security and proper operation of Mkrmtch, and detection and resolution of incidents or problems connected to its use.

This processing is carried out by emlyon as the entity responsible for processing concerning the Users connected to it (i.e., its students and employees).

The mandatory data collected via the forms on Mkrmtch is marked with an asterisk. If a response is missing or if the information provided is erroneous or incomplete, it is possible that emlyon may not process the request (including creation of the User's profile). The other data is optional.

The User's data is intended:

- for all Mkrmtch Users (access only to other Users' profile data, according to the publication preferences of the User concerned for each skill or interest completed on Mkrmtch, and to data that may then be exchanged by message);
- for the authorized departments and staff of emlyon and of EML in order to accomplish the aforementioned purposes;
- for IBM, as emlyon's IT service provider (Mkrmtch hosting and maintenance services).

The data regarding staff members or students is stocked for the duration of their presence at emlyon starting on the date they enter before it is either deleted or archived for the duration necessary to enable the continuation of services to the user.

- With regards to the admissible students, data is only stocked for the duration of the admissibility period (one to two months depending on individual cases) before they are entirely destroyed.

For the purposes of matching skills between Users on the French campuses and Users on the Shanghai and Casablanca campuses, data from Users on the French campuses may be transferred to Users located in Morocco and China (and reciprocally).

### **10.2 Processing of student data in the context of "academic questionnaires"**

Students of emlyon on French campuses are informed, in particular, that emlyon collects data concerning their learning preferences and their educational profile, via "academic questionnaires" specifically submitted to them during the registration process. This information is intended to be used in the context of the "*Personalized Learning Path*" project (PLP). The purpose of this project is to offer students personalized educational content and a customized learning path.

This processing is carried out by emlyon as the entity responsible for processing concerning the students connected to it.

The information collected in this way is intended:

- for the authorized departments and staff of emlyon and of EML in order to accomplish the aforementioned purposes;
- for IBM (emlyon partner providing Mkrmtch hosting services and IT service suppliers in the context of the PLP project in general).

The information may also be used in an anonymized form by emlyon professors, in the context of scientific research.

After the tests, the student accesses his results. He may then freely decide to send them by email to the recipient of his choice or to share them on Connections, Twitter or Facebook. The student is solely responsible for this sending or publication.

The information collected through the "academic questionnaires" and any data access requests made for scientific research purposes are validated by a committee set up by emlyon.

The students are free to complete these questionnaires. Each student's consent to the processing of his data for the purposes of personalizing his learning path is collected prior to the collection of his data. Consent is given on acceptance of these GCU.

### **10.3 Other User rights related to the processing of User' personal data**

The User has a right to access, amend, correct, and delete information concerning him. He may thus require that incorrect, incomplete, ambiguous or outdated information concerning him be corrected, completed, clarified, updated or erased. The User may also, for legitimate reasons, object to the processing of data concerning him. In order to exercise his rights, the User may send his request by email to the following address: [dataprivacy@em-lyon.com](mailto:dataprivacy@em-lyon.com)

### **ARTICLE 11. COOKIES**

- The Site and the Application use cookies in order to measure the audience on Mkrmtch.

The use of cookies is also required for the website and the application to work. Technical cookies that are used enable to compile the preferences the user selects, as well as detecting the best parameters with regards to the device used. This type of cookie will not record information regarding the user's behavior and does not communicate any information to third parties.

Technical cookies that can be used will enable in particular :

- To confirm that the user has indeed accepted the application's conditions of use. The objective is better ergonomics of use so that this information is not requested at each connection.
  - To confirm the correct connection of the user with his emlyon login name. The objective is better ergonomics of use so that this information is not requested at each transaction and the user can stay connected.
  - For technical settings (for example, XRSF token). The objective is to provide technical internal elements.
- The User can change cookie settings via his browser. Most browsers are initially configured to accept cookies. The User has the option, if he wishes, to configure his browser so that it systematically rejects all cookies or so that it accepts or refuses cookies, on a case-by-case basis, prior to their installation. He can also regularly delete cookies on his terminal via his browser. The configuration of each browser is different.

In general, you can deactivate the use of cookies by selecting the appropriate browser settings (these settings are usually available in your browser's "options" or "preferences" menu). Concerning audience measurement, you may object to the use of cookies by using the following objection mechanism: [dataprivacy@em-lyon.com](mailto:dataprivacy@em-lyon.com).

The User must not forget to configure all browsers on his various terminals (tablets, smartphones, computers, etc.).

It is specified that total deactivation of cookies may prevent the use of or access to certain functionalities of Mkrmtch.

### **ARTICLE 12. HYPERLINKS**

Mkrmtch may contain hyperlinks to other sites on the Internet network. These hyperlinks direct the User to other websites, and take him away from Mkrmtch. The target sites are not under the control of emlyon, which is not responsible for their content, the links they contain, nor the changes or updates made to them.

It is possible to create a hyperlink to third party Websites without emlyon's express authorization. Under no circumstances will emlyon bear liability for the creation of a hyperlink on Mkrmtch.

### **ARTICLE 13. TERM AND CANCELLATION**

This contract is entered into for an indefinite period and will remain in force and in full effect as long as the User uses Mkrmtch and keeps his User Account and an emlyon email address.

The User may delete his account and terminate his membership at any point, for any reason whatsoever, by following the instructions provided for this purpose.

emlyon reserves the right to take any necessary measures, including canceling a User Account, without having to provide justification, prior notice, formalities or compensation to the User, in the event of a court decision binding on it, a case of force majeure, a breach of these GCU or suspicion of fraud. emlyon will inform the User via any appropriate means of the measures taken and the reasons that led it to make such a decision.

Such a cancellation will occur without prejudice to any damages that may be claimed as compensation for the harm suffered as a result of such breaches.

At the time of any cancellation, the rights and licenses granted to the User will be canceled and the User will have to cease any use of Mkrmtch. The User will not be entitled to any compensation.

### **ARTICLE 14. GENERAL PROVISIONS**

The fact that either party fails to invoke any of the provisions hereof or a legal provision will not be interpreted as a waiver of its or his right to invoke them in the future.

These GCU and any extra-contractual obligation arising therefrom or from the use of Mkrmtch are expressly subject to French law. Any dispute of any kind connected to these general conditions, and in particular to their validity, interpretation, execution and termination, will be subject to the exclusive jurisdiction of the French courts.

### **ARTICLE 15. QUESTIONS AND CONTACTS**

For any question or information, you may send an email to emlyon at the following address: [dataprivacy@em-lyon.com](mailto:dataprivacy@em-lyon.com)