

Terms and Conditions

These general conditions (hereinafter: « T&C ») govern the contractual relationship between you, in your capacity as user of our tools (hereinafter: the « Tools »), which include:

- our website www.caltorise.com (hereinafter: the “Site”), and
- our Caltorise application (hereinafter: the « Application »),
and « Make Them Rise », chemin du Courtillet 39, 1275 Chésereux, VD, Switzerland (hereinafter: « Association » or « we »), owner of the aforementioned Tools. Any use of our Site and / or our Application is subject to the prior and unreserved acceptance by you of these Terms and Conditions. If you do not accept these, do not access or use our Tools.

We reserve the right to update these Terms and Conditions at any time and therefore invite you to consult them regularly. The changes to the Terms and Conditions are communicated to you by one or more of the following means: e-mail, newsletter, publication on the Site and / or the Application or in any other way that we deem appropriate..

Article 1 - Who are we ?

1. We, “Make them Rise”, are an association under Swiss law, registered in the commercial register of the canton of Vaud under the number CHE-420.175.076, whose head office is located at chemin du Courtillet 39, 1275 Chésereux, Switzerland, and the VAT number: CHE-420.175.076.

You will find our legal notices under this link: www.caltorise.com/legal-notice

Article 2 - Access and use of our Tools

1. Notre Application Caltorise est une application mobile gratuite qui valorise la dépense de calories de chaque personne (calcul théorique, cf. art. 3 ci-après), de manière individuelle, afin d'en faire de micro-dons à des projets humanitaires et à des associations actives à travers le monde et dans des domaines variés. Elle permet également de faire des dons libres à ces mêmes projets et associations. Notre Site présente en substance notre projet ainsi que notre Application.

2. To use our Application, you must be at least 18 years of age, be legally able to contract and comply with these Terms and Conditions.

3. The equipment (computers, software, etc.) and the related costs allowing access to our Tools are your responsibility.

4. To register on our Application and obtain an account, you must complete all of the mandatory fields appearing in the registration form (e-mail and password). You will then receive an e-mail to confirm the creation of the account. By creating an account, you agree to provide accurate, truthful and current personal information about yourself. It is not possible to access your account from our Site.

5. Your email and password are personal. It is your responsibility to keep your password confidential and to restrict access to it, as well as to your equipment (computers, software, etc.).

6. In case of modification of information in your profile (first and last name, e-mail, password, city, country, weight, height, activity (ies) practiced, lifestyle, etc.), you must update yourself in the « my account » section directly on the Application. In the event of incorrect information, we will be unable to provide our services correctly.

7. You can request the deletion of your account at any time by using the contact form available in the Application menu, under the «about/contact» tab.

8. You understand and accept that donations are made by you and that at no time will we or the sponsors pay you any amounts. You understand and agree that no amount will be paid to you, either when your account is deleted or suspended, or at any other time. No donation will be returned, replaced or reimbursed, at any time and for whatever reason.

9. To make donations, you must designate and provide information on your preferred means of payment (eg. credit card on the STRIPE platform, or any other means of payment made available by us) (the « payment method »). When you provide your payment information, we do not have access to your information but you authorize the third party payment processor to receive, store and encrypt it. You can change your payment method or update your information on the Application. It is not excluded that said third party may levy commissions on the amounts you pay as donations, it being noted that we have no control over this. For more information, we invite you to refer to the general conditions and privacy policy of this means of payment, which apply.

10. We reserve the right to close or suspend your account, especially if you do not comply with these Terms and Conditions or do not act with respect. In such cases, no amount or compensation of any kind whatsoever and for whatever reason will be paid to you.

Article 3 - Our responsibility

1. You understand that our Application proceeds to a theoretical calculation of daily calories, this on the basis of the personal data that you transmit to us (on the basis of the formula of Black et al. Of 1996 multiplied by the coefficient of the lifestyle). It does not calculate the calories actually burned during physical activity. Also, we decline any responsibility in direct or indirect link with the physical activity or not, which you could have, even if you use our Tools. We are not responsible for your activity (physical or not) and we do not give any guarantee. Information on physical activity (s) practiced is only intended for anonymized statistics for our sponsors. You can find more information on this in our privacy policy.

2. We provide our Tools with the utmost care, reliability and availability. Unfortunately, we cannot guarantee that they will be accessible without interruption or that connec-

tion to the servers and/or our Tools is always possible. In the event of maintenance or interruption of one of our Tools, you will not be able to claim any compensation whatsoever, and this for the duration of the maintenance or interruption.

3. We decline any responsibility for the possible damages, direct or indirect, that they are the causes, origins, natures or consequences, caused by the access of anybody to one or more of our Tools or of the inability to access it, as well as the use of one or more of our Tools (including, but not limited to, any loss or damage caused by viruses affecting your computer equipment) and / or the credit granted to any information coming directly or indirectly from one of our Tools.

4. We do not guarantee in any way the accuracy or the exhaustiveness of the contents made available on our Tools and we decline any responsibility relating to it.

5. Our liability in connection with the performance of our contractual obligations, whether contractual, tort, or based on another cause, will be limited to the maximum. In particular, we assume no responsibility for damages suffered by you or third parties, as a result of the behavior of other users / third parties, total or partial hacking of our Tools and the resulting damages for you or any third party.

6. We are in no way responsible for the operation of the software and the transmission of data or information on our Tools, nor in the event of technical impossibility of connection, whatever the cause, dependent or not on our will.

7. Any content downloaded and/or obtained in any way whatsoever when using one of our Tools is at your own risk and we cannot in any case be held liable for loss of data or damage that you would suffer from this fact.

8. We do not guarantee that the servers used and that our Tools are virus-free. Consequently, we cannot be held responsible in the event of contamination by a virus of your computer equipment, because it is your responsibility to ensure that your equipment is sufficiently protected.

9. We decline any responsibility not only in the event of error or of omission as for the contents of information, data or any other element which appears on our Tools, but also as for the consequences of their use.

10. We decline any responsibility linked to the (unused) use of your donations by the association, the NGO, etc. for the chosen project, as well as the outcome and / or the result of said project.

11. We do not accept any responsibility related to the payment method (s) (credit card, etc.) that you have chosen, in particular (but not exclusively) the execution of the payment.

12. Any other warranty, express or implied, on our part is excluded.

Article 4 - Your responsibility

1. The use of one or more of our Tools is made under your sole and entire responsibility. Consequently, you are responsible towards us for any damage of any kind whatsoever that you cause during their use. You are responsible for your own technical equipment as well as for the protection of the software or hardware that is on your equipment.
2. You agree never to use any tool, software or process to reduce, or attempt to reduce, the proper functioning of our Tools. You are also prohibited from carrying out actions on these which are likely to create an unreasonable or disproportionate load on their infrastructure.
3. The use of information or any type of content available on our Tools is entirely under your responsibility.

Article 5 - Intellectual Property

1. The entire content of our Tools is protected by Swiss law, in particular the Federal Law on the Protection of Trademarks, the Federal Law on Copyright and the Federal Law against Unfair Competition. We draw your attention to the fact that any form of reproduction, modification, transmission or publication of all or part of each of our Tools (in particular general appearance, functionalities, texts, illustrations or graphics), for any purpose whatsoever, is prohibited without our prior written consent.

Article 6 - Data protection

1. In order for you to use our Tools, we must process your data in accordance with the privacy policy available under this link: www.caltorise.com/politique-confidentialité . We invite you to consult it for further information.

Article 7 - Modification

1. We reserve the right to modify or correct one or more of our Tools at any time without notice.

Article 8 - Applicable law and place of jurisdiction

1. These Terms and Conditions are subject to Swiss law, excluding its rules of private international law.
2. Any dispute arising out of or in connection with these Terms and Conditions must be exclusively subject to the jurisdiction of the Courts of Lausanne (Switzerland). Recourse to the Federal Court is reserved.

Effective date : 01.08.2020