

# Terms of Service

## Overview

These terms apply to Pro-Choc, an online & software chocolate recipe service, and you, a customer of Pro-Choc. Thanks for using Pro-Choc!

Please read these Terms carefully. By using Pro-Choc or signing up for an account, you're agreeing to these Terms. This is a legal agreement. We'll start with the basics, including a few definitions that should help you understand this agreement.

- Pro-Choc ("Pro-Choc" or the "Service") is an online form building service offered through the URL <http://www.Pro-Choc.fr> (we'll refer to it as the "Website").
- Pro-Choc allows you to create chocolate recipe (your "Recipe").
- Pro-Choc is owned and operated by Julian Rose Consulting, LLC, ("Pro-Choc" "we," or "us").
- Pro-Choc has employees & consultant ("our Team").
- As a customer of the Service or a representative of an organization that's a customer of the Service, you're a "User" according to this agreement (or "you").

These Terms of Use ("Terms," including our Privacy Policy) define the terms and conditions under which you're allowed to use Pro-Choc, and how we'll treat your account while you're a User.

We may change any of the Terms by posting revised Terms of Service on our Website and/or by sending an email to the last email address you gave us. The new Terms will be effective immediately and apply to any continued or new use of Pro-Choc. We may change the Website, the Service, or any features of the Service at any time.

If you have any questions about our terms, feel free to **contact us**.

## Account

### Eligibility

*Adults agreeing to these terms may use Pro-Choc.*

You represent and warrant (legally promise) that:

1. You are at least 18 years of age or the applicable age of majority in your geographic area;
2. You possess the legal right and ability to enter into this Agreement and open an Account on your behalf or the organization you represent;
3. You agree to the Terms; and
4. You provided a valid email address and any other information required by us during the registration process;
5. You won't use Pro-Choc in a way that violates any laws or regulations.

Pro-Choc may refuse service, close accounts of any users, and change eligibility requirements at any time.

### Term

You and your organization agree to these terms when you sign up and continue to use Pro-Choc.

The Term begins when you sign up for Pro-Choc and continues as long as you use the Service and/or maintain an Account. During signup, you must explicitly consent to these terms and our Privacy Policy by clicking the agreement checkbox.

All users undertake to keep all Pro-Choc related passwords in their possession strictly confidential. The user specifically agrees not to divulge his IDs to anyone outside his own business. Pro-Choc can only ensure ID confidentiality on its host site, but cannot control said ID management in the user's workspace that has a specific web browser and e-mail messaging security system where the Pro-Choc access procedure is sent. The user therefore assumes full responsibility for any claims or pursuit related to the use of his account that does not involve an application malfunction.

Pro-Choc is, in principle, accessible 24/7, except for programmed, or non-programmed, interruptions for maintenance purposes or force majeure. Given the fact that Pro-Choc and Kairios have an obligation to provide means, they cannot be held liable for any damages of whatever nature resulting from unavailability of the site.

- Kairios, located in Lyon France, is our the web host, they provide Pro-Choc administrators with technical support—five days a week, from 9am to 6pm and pledges to respond within 24 hours, excepting public holidays and weekends.
- Pro-Choc and Kairios do their utmost to maintain access to the site. They may, however, be obliged to temporarily or permanently suspend access to the site, in particular for legal, technical or maintenance purposes. No compensation may be claimed due to site unavailability, whether temporary or permanent

## Optimal workstation configuration

The user of Pro-Choc (<http://www.pro-choc.fr>) agrees that:

- This site has been optimized for a screen display of at least 1024 x 768,
- In order to visit this site in optimal conditions, he must have the latest version of Mozilla Firefox, Safari or Internet Explorer.
- He must acquire the latest version of his operating system Mac OS or Microsoft Windows
- He must make sure that his IT configuration contains no viruses and is in perfect working order

## Changes

If we need to change these terms, we'll let you know, since they will immediately apply to your use of Pro-Choc.

We may change any of the Terms by posting revised Terms of Service on our Website and/or by sending an email to the last email address you gave us. The new Terms will be effective immediately and apply to any continued or new use of Pro-Choc. We may change the Website, the Service, or any features of the Service at any time.

## Username and Password

You are responsible for your username and password—do not share or lose them!

You're responsible for keeping your account username and password confidential. You're also responsible for any account that you have access to, whether or not you authorized the use. We're not responsible for any losses due to stolen or hacked passwords.

We don't have access to your current password, and for security reasons, we could only give you a temporary password and asked you to change it when you have access to your account. You can change your password at any time under User settings. If you have forgotten your password, you can use the "forgot password" option on the login page to reset your password. If you have forgotten the email address you used to sign up, we will do our best to help.

## Intellectual Property

Copyrights, trademarks and logos (semi-figurative) of Pro-Choc that appear on the site, as well as the documents generated there, are registered trademarks and copyrights. Any reproduction or representation, whether total or partial, alone or included in other elements, without the express prior written consent of Pro-Choc or of Julian Rose Consulting, is strictly prohibited.

The general structure, software, texts, images, videos, sounds, know-how, animations and more generally all data, information and contents on the Pro-Choc web site, are the property of Julian Rose Consulting or are protected by use or exploitation rights. These elements are subject to copyright protection laws.

Any representation, modification, reproduction, alteration, whether total or partial, of part or all of the site or its contents, by any means whatever, on any medium whatever, constitutes an infringement punishable by Laws.

All databases on the Pro-Choc (<http://www.pro-choc.fr>) web site are protected by the provisions of the July 1, 1998 [French] law that inserts into the Code of Intellectual Property the March 11, 1996 the European Directive on the legal protection of databases. This is why Julian Rose Consulting expressly prohibits any reuse, reproduction or extraction of elements from such databases.

The user is liable for any reuse, reproduction or unauthorized extraction.

Pro-Choc reserves the right to delete without delay or prior notice any or all contents, whether messages, texts, images, graphs or charts that infringe prevailing laws or regulations, in particular the aforementioned ones.

In the event that a user wants to use the site's contents (texts, images, etc) other than in the original PDF version produced to summarize environmental assessments and make offers, he must obtain prior express written authorization from Julian Rose Consulting, by writing to the contact us section or by e-mail to the Pro-Choc admin team.

## Pricing Changes

Our pricing may change, but we'll let you know if it does.

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email.

## Our Rights

We own Pro-Choc, so don't try to steal it!

You will respect our proprietary rights in the Website and the software used to provide Pro-choc.

Proprietary rights include patents, trademarks, service marks, trade secrets, and copyrights.

You may not:

1. Market, distribute, sublicense, publicly display, sell, assign, pledge, lease, rent, time share, transfer or in any way encumber, commercially exploit, or otherwise make available to any third party the Website or Services, except as specifically allowed through a referral, affiliate, reseller or white label agreement approved by Julian Rose Consulting;
2. Reverse compile, reverse engineer, reverse assemble, or otherwise attempt, directly or indirectly, to obtain or create source code for the Website or Services for any reason;
3. Modify or create derivative works of the Website or Services;
4. Interfere with or disrupt the integrity or performance of the Website or Services;
5. Attempt to gain unauthorized access to the Website or Services or their related systems or networks; or
6. Remove any copyright, trademark, or other notices or legends from the Website or Services.

## Your Rights

You own your recipes and entries. Period.

Subject to the terms of this Agreement, we grant to you a non-exclusive, revocable, non-transferable, limited license, without right of sublicense, to access and use the Website and Services solely with supported browsers through the Internet for your own purposes. You represent and warrant (legally promise) that you either own or have permission to use all of the Content uploaded to the Website, including your Recipes and Entries. You are responsible for this information, and for activity that occurs under your Account.

**We claim no intellectual property rights over the Content you provide to the Website. Your profile, Recipes, Entries remain yours.** However, when you share recipes, share entries, or otherwise provide access to this Content by others through your use of the Website, you agree to allow others to view and share any Content you add.

## Privacy Policy

Please check out our [privacy policy](#) to see how we use and protect your info.

## Bandwidth Abuse & Throttling

Only use Pro-Choc for your calculations, Recipes and entries, and do not abuse our service through excessive use!

## Limitation of Liability

We are not responsible for losses associated with your use, or inability to use, Pro-Choc.

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Service, including any downloads from the Website. We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, including interruptions to your use of the Website or Service even if they're based on negligence or we've been informed of the possibility of those damages. Our total liability for all claims made about the Service in any month will be no more than what you paid us for the Service the month before.

## No Warranties

We cannot promise that Pro-Choc will meet your needs.

To the maximum extent permitted by law, we provide the material on the Website and the Service as is. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose or warranties regarding security, reliability, timeliness or performance of the Website or Services. Since people use Pro-Choc for a variety of reasons, we can't guarantee that it will meet your specific needs.

## Disclaimers

We are not responsible for linked websites or actions by our users.

Our Team and we aren't responsible for the behaviour of any linked websites, or other Users. If you decide to access any of the third-party sites linked to the Pro-Choc, you do so entirely at your own risk.

## Assignments

You cannot assign your rights in this agreement to anyone else.

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

## Choice of Law

We're in Oregon USA and our local laws apply.

The State of Oregon's laws, except for conflict of laws rules, will apply to any dispute related to these Terms or the Service.

## Force Majeure

We'll do our best to keep Pro-Choc running 24/7, but some outage events are beyond our control.

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

## Survivability

Some of these terms apply forever, even after you stop using Pro-Choc.

Even if this Agreement is terminated, the following sections will continue to apply: Our Rights, Your Rights, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

## Amendments and Waiver

Changes to these terms take effect when we post them. The terms apply even if we do not immediately enforce them.

Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

## No Changes in Terms at Request of User

We have one set of terms for all users worldwide—fair is fair.

Because we have so many Users, we can't change these Terms for any one User or group.

## Further Actions

It is your responsibility to complete any additional steps required to use Pro-Choc in compliance with these terms.

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

## Notification of Security Breach

We'll let you know if your information is compromised. You will promptly let people know if their personal information has been compromised for any reason.

In the event of a security breach that may affect you or your organization's Content, we'll notify you of the breach and provide a description of what happened. If the breach compromises personal information you have collected, you will promptly notify all affected parties.

## Notices

We'll notify you of changes by posting them to Pro-Choc and/or sending you an email. You can send us a letter if you need to formally notify us for any reason.

Any Notice to you will be effective when we send it to the last email address you gave us or post on our Website. Any Notice to us will be effective when delivered to: Pro-Choc, 6618 N.Tyler Ave, Portland Oregon, 97203, USA, or any addresses as we may later post on the Website.

## Entire Agreement

This agreement includes these terms, our Privacy Policy, Acceptable Use Policy and any additional terms to enable through Pro-Choc.

These Terms, our Privacy Policy, Acceptable Use Policy and any additional terms you've agreed to by turning on specific features ("Additional Terms") make up the entire agreement and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into these Terms when you activate the feature.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Congratulations! You've reached the end. Thanks for taking the time to learn about Pro-Choc' policies.