

**General conditions and terms of use**  
**of the website « inchAllah.com »**

The company CAJIS France, limited liability company with a capital of 20.000 €, registered in Nanterre under the number B 530 423 763, whose registered office is located in Tour Areva, 1 place Jean Millier, 92084 Paris La Défense is the editor of the website hosted by google app engine (GAE), Google Inc, located in 1600 Amphitheatre parkway, Mountain view, CA 94043 USA represented by its Chief executive manager, Mr.Nissaf HAJAJ.

These Terms of Use are intended to set the general terms and conditions by which, on one hand, CAJIS France puts the services at the disposal of the users and, from the other side, users access to the services and use them. They are completed by the charter INCHALLAH.COM, accessible at <http://www.inchallah.com/help/charter/>.

The fact of accessing the website and the services entails the application and the user acceptance of these general terms of use and of the charter INCHALLAH.COM, these documents listed above are named the « GTCU ».

The GTCU can be modified at anytime by CAJIS France. These changes would be brought to the knowledge of the user by their simple post on the website and they have to be accepted by all the users who access to the website. Therefore, CAJIS France invites the users to consult regularly the GTCU.

**Article 1 :**                    **Definitions**

- GTCU :                        General Terms and conditions of use and the Charter INCHALLAH.COM
- Website :                    Means the page of the website INCHALLAH.COM accessible at [www.inchAllah.com](http://www.inchAllah.com)
- Services :                    Means all the services at the disposal of the users on the website as described in the article 2 below or proposed in the future on the website ;
- Users :                        Means the natural person accessing the website and want to use the services.

**Article 2 :**                    **Description of the website and the services**

The website is a site for discussion and long distance meetings and electronically which CAJIS France offers the users the following services :

- Consult for free the announcements, photos and profiles of users of the opposite sexe registered on the website,
- Register for free on the website to publish announcement, photos and descriptions,
- Interact freely by chatting and/or internal messaging with all the users of the opposite sexe,
- Sponsor the entry of a third party to the website, by sending an email via the website,
- Review and update your personal information.

The website is not intended for giving advices and/or marriage brokers for the realization of a marriage or the establishment of a stable union.

Services are provided to the user at the base of a service "in the state" and accessible according to their availability. They are in principle accessible 24h/24, 7/7, except in cases of absolute necessity or an event beyond the control of Cajís France, and subject to periods of maintenance and eventual failures.

Cajís France reserves the right to make changes to the website and / or modify or delete all or part of the services at anytime and without prior notification.

Cajís France also reserves the right to stop the operation of the website at anytime after simple notification of users.

**Article 3 :**                    **Access and entry to the website and the services**

For the user to access the announcement, he has to be an adult and accept the GCTU.

To interact with other users, and in particular to post an announcement, respond to an announcement or to use the chat and / or the internal message, the user must register in the website.

Registration is free and reserved for majors. it needs acceptance of the GCTU and required the following information: username (or alias) chosen by the user, password, E-mail address, gender and date of birth.

The username and password that the user provides are personal and not transferable.

The user can also attach a photo and clarify certain elements concerning his personality and lifestyle, may reveal his ethnic origin, nationality, religion and / or sexual orientation. The communication of that information is not required, and while communicating these information, the user indicates his explicit consent to the processing of such data and takes full responsibility.

Once the registration process is complete, Cajís France will send on the E-mail address of the user, an electronic welcome letter confirming the registration and it's for the user to validate his account.

Information provided by the user , with the exception of his electronic mail address, will be posted online and will appear in the announcement. Users may at any time enter the announcement and modify or complete their information through the rubric "my profile".

User agrees to provide accurate, complete , sincere and regularly updated information. Cajís France reserves the right to ask at anytime the user to prove the accuracy of such information. Assuming that the user provides false, inaccurate, not current or incomplete information, Cajís France has the right to suspend or terminate the registration of the user without delay and deny him, immediately and / or in the future, the access to all or part of the website.

Any connection or data made from the username and / or password of the user, he will be deemed that he did it. Loss, misappropriation or unauthorized use of username and / or password and their consequences are the exclusive responsibility of the user.

If the username and / or password is lost or fraudulently used, the user must inform without delay Cajís France, through the "contact us" rubric accessible on inchallah.com, which will carry to the immediate cancellation of the identifier and / or the immediate change of the password originally chosen by the user during the registration.

**Article 4 :**                    **Obligations of users**

User undertakes to respect the GCTU. In general, and without considering this to be regarded as exhaustive, the User agrees not to:

- Use the website for business purposes, commercial or non-private, in particular, any prospecting and soliciting belonging to prostitution is prohibited ;
- Download, reproduce and copy, by any method, the content of the website, and particularly the photographs already proposed;
- Upload, post, transmit in any manner whatsoever, any unlawful, any advertising, any promotional material unsolicited and unauthorized, and any computer virus, code, files or programs designed to interrupt, destroy or limit the functionality of the Services or servers or networks connected to the Services networks;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, general rules or regulations applicable to networks connected to the Services;
- Attempt to mislead other users by usurping the name or the name of others, especially by posing as an employee or an affiliate of Cajís FRANCE, or a moderator or a host.

**Article 5 :**            **Protection of personal data**

The information and personal data provided by the User will be processed by computer and will be retained by Cajís FRANCE until the user will unsubscribe then for a period of one year counting from the date of his unsubscribe.

They will be used by Cajís FRANCE for the proper functioning of the Website and to inform the user of his account and website activity.

With the permission of the user, information and personal data may be used by Cajís FRANCE and / or its business partners for promotional purposes.

According to the law "Informatique et Libertés" of January 6, 1978, the User has the right to access, rectify and delete data concerning him through the "Contact Us" rubric accessible at: <http://www.inchallah.com/help/faq>.

**Article 6 :**            **Data retention for user identification**

The User admits being informed that, in accordance with the provisions of Article 6-II of Law No. 2004-575 of 21st of June 2004 with confidence in the digital economy, Cajís FRANCE proceeds to conserve technical data for the identification of users of the Website, including server logs, IP addresses, dates and times of connection and disconnection, as well as administrative data such as the name and the address of the user.

These data are kept for a period of one year from the recording date of these data.

After this period of one year, Cajís FRANCE undertakes to comply with the provisions of Article L.34-1 of the Postal and Electronic Communications under which it must erase or anonymize all data related to the traffic.

FRANCE Cajís may disclose personal data supplied by Users in any public or judicial authority.

**Article 7 :**            **Protection of third party rights**

The User agrees that photographs and / or texts submitted by himself on the Website will not infringe rights of third parties, and in particular for intellectual property (trademark, copyright, models in particular), for the rights of anyone (including defamation, insults, abuse, defamation, etc.), for the respect of privacy (including the right of the image), for public order and morality (including attempts to justify crimes against humanity, incitement to racial hatred, pornography, etc..) and, more generally, for the regulations in force.

The User guarantees Cajís FRANCE against any claims, actions and / or claims of third parties regarding such content, without prejudice to Cajís FRANCE to redress from these prejudices.

Cajis FRANCE may, at any time, on its own initiative or at the request of a third party, remove any content of the Website without having to inform the user who filed it.

The Website uses a system of protection for the photos posted by the user and making it in principle impossible for duplication by another user or by a third party, without that his liability could however be sought and engaged in case of failure of this system.

**Article 8 :**                **Liability and Warranty**

It is the User's responsibility to ensure the compatibility of the hardware, and in particular its connection to the Internet, before registering on the Website.

Transfer rate and response time of information flowing from the Website to the Internet are not guaranteed by Cajís FRANCE. Indeed, the velocity information is not within the service offered by Cajís FRANCE but from the inherent characteristics of online networks.

Cajís FRANCE can not be held responsible for a malfunction, an inability to access or bad conditions of use of the Website and services related to the computer system or to the internet connection of the user, or the congestion of the Internet.

The User is solely responsible for all information, content and data that he published on the Website or shared with other Users, including via chat services or messaging.

The meetings held on the Website are made at the risk of the User. Cajís FRANCE undertakes no obligation to verify the identity of users on the Website or the accuracy of the content they lay under their exclusive responsibility. In a first physical encounter, Cajís FRANCE recommends to prevent a close relative and to choose a public place (coffee shop, bar, restaurant, etc..).

Assuming that the responsibility of Cajís France will be alleged due to a breach by the User of its obligations under the law or Terms, the User agrees to indemnify and hold harmless Cajís FRANCE of any judgment against him finding its origin in the breach of the user, but also to pay all costs incurred and damages caused.

**Article 9 :**                **Notification of illegal content**

The content of the Website is regularly checked and Cajís FRANCE established a moderator responsible for removing on its own initiative or at the request of any party, or User, through the "Contact Us" rubric available at : <http://www.inchallah.com/help/contact/?topic=3> any content that would violate the GCTU or could be a challenge.

Anyone wishing to bring to the attention of Cajís FRANCE the presence on the website of disputed content must specify his full name, the description of the content in question and its precise location (hyperlink), the reasons why the content should be removed (including reference to legal provisions and justifications of facts), and proof of the correspondence with the author or publisher of the disputed information or activities requiring their interruption, withdrawal or modification, or justification of what the author or the publisher could not be contacted.

Cajís France won't communicate the contact information or the data identification of the author of the disputed content only if its on judicial requisition.

**Article 10:**                **Cookies**

The Website uses cookies to store information to identify the user during his visit and to facilitate the consultation pages.

The user or the visitor has the option to configure his web browser to refuse "cookies". However, it is clear that the refusal of "cookies" may affect or make it impossible the access to the Website.

**Article 11:**                    **Intellectual property**

All materials and contents of the Website and Services, and in particular the graphics, visuals, logos, and trademarks and domain names "INCHALLAH" and "INCHALLAH.COM", are the exclusive property of Cajís FRANCE and may not be reproduced, used or represented without prior written authorization by Cajís FRANCE, under penalty of legal proceedings.

The implementation of hypertext links towards the Website is strictly prohibited without the prior written permission of Cajís FRANCE.

The User grants Cajis France a license to use the intellectual property rights attached to what he provides for distribution on the website. This license includes the right for Cajís FRANCE to reproduce, use, where appropriate these contents on all or part of the Website and in any advertising or promotional material relating to the Website.

**Article 12:**                    **Termination**

The Registered User can at any time and without any charges, decide to terminate his registration by asking Cajís FRANCE to close his account by accessing the rubric "My Account". This request will be deemed to be made on the business day following the receipt of the demand for account closure by Cajís France.

This request does not constitute the refund for the user registered of the remaining period until the maturity of the subscription period.

The User acknowledges to Cajís FRANCE the right to terminate all or part of the corresponding right to access to their account and their password, or to delete their account and their password, if Cajís FRANCE has valid reasons to think that the User has violated or acted inconsistently with the Terms.

The User acknowledges that any termination of his access to services under the GCTU may be effected without prior notice, and agree that Cajís FRANCE has the right to deactivate or remove at any time and with immediate effect, his account and / or to forbid any further access to the services.

The User will be notified by email of the termination of his account. Personal data relating to the User will be destroyed by Cajís FRANCE within one year from the date of his deregistration.

The User acknowledges that Cajís FRANCE shall not be liable against him or against a third party for any termination of access to the Services.

FRANCE Cajís may also unilaterally at any time and after having informed the User, interrupt without compensation of any kind providing all or part of the Services.

**Article 13:**                    **Modifications of terms of use**

The Terms may be changed at any time by Cajís FRANCE. The changes will be brought to the attention of the user by a message on the mailbox "Inchallah.com" and by posting them on the Website.

The changes will take effect after they are posted online on the Website. The amendments are deemed accepted by anyone who accesses the Website after they are posted online.

**Article 14:**                    **Applicable Law - Disputes**

These GCTU are controlled by the French law.

In case of dispute regarding the interpretation or the execution, and failing agreement between the User and Cajís FRANCE, the dispute between them shall be submitted to the competent courts.