

# Legal notices and general terms and conditions of use

## **LEGAL NOTICES**

### **PUBLISHER**

CRÉATIFS, French Société par Actions Simplifiée with a share capital of € 734 235, whose registered office is located 26 rue Gay Lussac - 95500 Gonesse. - France, registered under number 389 120 049 RCS.

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### **DIRECTOR OF PUBLICATION**

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## **OVH and Protection :**

<https://www.ovh.com/fr/protection-donnees-personnelles/>

<https://www.ovh.com/fr/files/2018-06/plaquette-gdpr-web-Final-French.pdf>

## **Webdesigner**

ANANI Walid

Tél +33 6 10 18 14 17

[www.chriswal.com/](http://www.chriswal.com/)

## **GENERAL TERMS AND CONDITIONS OF USE OF THE SITE**

The purpose of these general terms and conditions of use (hereinafter "**GTCU**") is to govern the conditions and procedures for using the site accessible at the address [www.creatifs.fr](http://www.creatifs.fr) (hereinafter the "**Site**") published by CRÉATIFS (hereinafter the "**Company**").

Any person browsing on the Site is a User.

### **ARTICLE 1 – ACCEPTANCE AND MODIFICATION OF THE GTCU**

Use of the Site is subject to compliance with these GTCU. All users acknowledge their unreserved acceptance of the GTCU by the very fact of using the Site.

The GTCU may be modified by the Company at any time to factor in Site developments and changes in the applicable regulations. The new version of the GTCU will be made available on the Site. \_

Users are encouraged to view them regularly.

### **ARTICLE 2 – INTELLECTUAL PROPERTY**

2.1. The Site and each of the elements composing it, including but not limited to texts, brands, logos, sounds, music, page layouts, supports, icons and more generally any visual or sound element (hereinafter the "intellectual property elements"), are protected by the intellectual property rights held by the Company or for which any third parties have transferred rights of use to the Company.

Some intellectual property elements may also be the property of third parties that have granted rights of use to the Company.

Apart from cases authorised by law, any reproduction, representation, modification, dissemination, adaptation, translation, and/or total or partial transformation, integration into other elements or transfer to another website of all or part of the intellectual property elements without the express prior written consent of the Company or of the third parties holding the rights concerned is strictly forbidden.

2.2. If relevant, any previously and expressly authorised reproduction must be accompanied without fail by the phrase: ***"This document comes from the website of CRÉATIFS – www.creatifs.fr Reproduction rights are reserved and strictly limited."*** The section viewed and the viewing date must also imperatively feature in the reference.

2.3. Any violation of these provisions constitutes an infringement within the meaning of the French Intellectual Property Code and exposes offenders to the criminal and civil penalties stipulated by French law.

2.4. The introduction of any data onto the Site, by means of any procedure, which modifies or could modify the content or appearance of the data, presentation or organisation of the Site or works featuring on the Site is strictly forbidden.

## **ARTICLE 3 – HYPERTEXT LINKS**

- 3.1. No hypertext links may be inserted into the Site for any reason. Especially links to a website distributing information of an illicit, violent, polemical, pornographic or xenophobic nature and/or infringing the intellectual property rights of a third party and/or harming the image and/or reputation of the Company are prohibited.
- 3.2. Any hypertext link leading to this Site is forbidden without the prior written consent of the Company. CREATIFS may withdraw this authorisation at any time and remove the link if the latter does not comply with the legislation applicable or with these GTCU or other policies of the Company.
- 3.3. The Site may contain hypertext links redirecting Users to third-party websites that are not published by the Company. The latter has no control over these sites and may under no circumstances have its responsibility incurred for the content published on third-party sites or for any loss or prejudice arising from browsing these sites.

## **ARTICLE 4 – DATA PROTECTION AND COOKIES**

- 4.1. Users are encouraged to view the data protection policy:  
[Privacy Policy](#)

## **ARTICLE 5 – COMMITMENTS**

### **5.1. Users' commitments**

- 5.1.1. Users undertake to use the Site in compliance with these GTCU.
- 5.1.2. Users acknowledge that they have the skills and means necessary to access the Site and use it, and acknowledge having

checked that the computer configuration used contains no virus and is in perfect working order.

Users acknowledge taking all necessary measures to protect their computer system against any contamination by potential viruses and against any attempt at intrusion by third parties.

5.1.3. Users are responsible for any loss or damage, whether material or immaterial, resulting from use of the Site.

5.1.4. Users make use of the information available on the Site under their sole responsibility. If need be, they must carry out the necessary verifications.

5.1.5. Users undertake not to infringe the rights of third parties or harm the image of the Company.

In this respect, Users undertake not to share content or hypertext links including (non-exhaustive list):

- Contents that could seriously violate human dignity;
- Contents that infringe the property rights of third parties and/or of CRÉATIFS;
- Contents that could be qualified as or constitute an incitement to the committing crimes, offences, discrimination, hate or violence, without this list being exhaustive;
- Contents with a negative or discriminatory connotation (for example a username like anti-"X") with a political, religious, fascist, xenophobic, racist, sectarian or similar nature, insults, threats or advertisements.

5.1.6. Users undertake to respect the integrity of the Site. They must not impede or interfere with the functioning of the Site, or fraudulently

modify, alter or delete content accessible via the Site or fraudulently introduce data onto the Site.

## **5.2. Commitments of the Company**

5.2.1. The Company will make every efforts to ensure that the Site is accessible.

The unavailability of the Site for any reason does not entitle Users to any indemnity.

5.2.2. The Company's liability may not be incurred in the event of a case of force majeure, the dysfunction of the network and/or servers, or breakdowns or maintenance work required for the proper functioning of the site, or any other event beyond its control. The Company may not be held responsible for any material or immaterial damage resulting in any way from connection to the Site.

5.2.3. The content of the Site may contain errors or inaccuracies despite the Company's vigilance. The Company undertakes to correct these as soon as possible, but Users of the Site must make any necessary verifications and are solely responsible for the use they make of the information available.

## **ARTICLE 6 – MODIFICATION OF THE SITE'S CONTENT**

Any aspect of the Site may be modified, added to, deleted or updated at any time by the Company.

## **ARTICLE 7 - CONTACT**

*Communications* – [infos@creatifs.fr](mailto:infos@creatifs.fr)

## **ARTICLE 8 - MISCELLANEOUS**

If any clause is declared null and void, it will be deemed not to exist but will not entail the nullity of the other clauses in these GTCU.

The fact that the Company does not exercise any of the rights arising from these GTCU does not constitute a waiver of its rights.

## **ARTICLE 9 – APPLICABLE LAW – JURISDICTION**

**8.1.** These GTCU are governed by French law.

**8.2.** Any disputes arising from the application of these GTCU that cannot be amicably settled beforehand are subject, notwithstanding multiple defendants and/or third party appeals, even with emergency procedures or precautionary measures with summary or ex-parte proceedings,

- to the jurisdiction of the competent French courts, with disputes involving one or several private individuals;
- to the exclusive jurisdiction of the courts of the district in which the Company has its head office, with disputes between professionals.