

## Conditions of use of site

The following conditions of use (hereinafter « **(the)CoU** ») of the website (« **(the) Website** ») establish the relationship between:

- **CTOUTVERT**, a company with limited share capital of 56,312.05 euros, with registered number **433 265 618**, headquartered at 10 place Alfonse Jourdain – 31000 Toulouse ; and
- Any webuser (hereinafter « **Webuser** »)

Phone number : +33 (0)5 61 47 23 53

Email : [contact@ctoutvert.com](mailto:contact@ctoutvert.com)

### **Publisher :**

Manuel Mirabel, director

### **The Website is hosted by : Microsoft Azure France**

Headquartered in 37, 45, 39 Quai du président Roosevelt, CS 40106, 92445 Issy les Moulineaux Cedex France

SIREN N°: 327 733 184

Phone number : 01 57 75 10 00

**Last update: 01/07/2018**

### **Article 1 – Object**

These CoU aim at defining the conditions of use of the Website by **CTOUTVERT** for Web users.

### **Article 2 - Acceptation of the CoU**

2.1. The CoU need to be read thoroughly by Web users when on the Website. It is possible, at any moment, to print and/or save said CoU.

2.2. Browsing the website carries the acceptance of the CoU.

2.3. **CTOUTVERT** reserves the right to unilaterally change and update the CoU at any time with no prior notice nor particular formality as any change in the CoU shall be published on this page. It is therefore the Web user's responsibility to read the CoU on a regular basis.

### **Article 3 – Website's management**

3.1. For the Website's proper management, **CTOUTVERT** reserves the right to suspend, interrupt or limit the access to all or part of the Website at any moment, for any reason, most particularly for maintenance or update reasons or in the event of an attack of the Website, whatever its nature.

3.2. Any creation of hypertext link to the Website must obtain prior written approval from **CTOUTVERT**. Hypertext links to the Website might have been created without **CTOUTVERT's** consent. In this case, **CTOUTVERT** shall not be responsible for these websites' contents.

3.3. Hypertext link to another website on the Website (for example, a partner's or service provider's website) does not constitute an endorsement of the website or of its content by **CTOUTVERT**. In this regard, the Website and partner websites remain strictly independent.

### **Article 4 – Web user liability**

Web users are fully responsible for the use of the Website. **CTOUTVERT** will not be held responsible for any potential malware that might infect the Web user's computer or software, nor for loss or alteration of data as a result of using the Website.

It is the Web user's responsibility to take all appropriate measures to protect its data, systems or software from being infected by viruses or Trojan or, more generally, from malwares that might compromise the Website's security.

#### **Article 5 – CTOUTVERT liability**

Subject to the provisions of applicable laws and regulations, **CTOUTVERT** will not be held responsible for any direct or indirect damage linked to the use or impossibility to use the Website and more generally for any event linked to the Website such as technical failures, breakdown, interruptions, modifications of the Website.

Besides, CTOUTVERT does not guarantee availability, accuracy, comprehensiveness, reliability or topicality of the information featured on the Website.

#### **Article 6 – Personal data and Cookies**

For this Website, **CTOUTVERT** can be led to collect your personal data according to corrected law n°78-17 of January 6th, 1978 relating to information technology, files and civil liberties.

**CTOUTVERT** also uses cookies in order to improve your browsing experience so it adapts your preferences. Please read our charter on protection of personal data and on our cookies policy for further information.

#### **Article 7 – Intellectual property**

Every Web user has a non-exclusive private right of use of the Website and commits not to use the Website for illegal or commercial purposes. The Website, brands, logos and any other distinctive sign and software featured on the Website as well as the Website's contents (i.e. any text, video, photograph or any information in any form or of any kind featured on the Website) (hereinafter « **(the) Properties** ») are the exclusive property of **CTOUTVERT**, of its partners or of any third party that authorized it to use said contents and/or its partners".

Properties are likely to be protected, by copyright, trademark, patent or any other intellectual or industrial property right.

Information, including Properties, published on the Website cannot be the object of commercial or advertising exploitation. **CTOUTVERT** prohibits extraction, reutilization, commercialization, distribution, modification, adaptation, translation and reproduction of all or part of the elements of the Website, including Properties, without prior written consent. Any failure to comply with this prohibition will be regarded as counterfeit committing the counterfeiter's civil and penal liability.

#### **Article 8 – Jurisdiction and applicable law**

These CoU are governed by French law. French courts are competent to pronounce judgements on all litigations likely to occur during the execution of these CoU.