

TERMS AND CONDITIONS OF USE

The purpose of these terms and conditions of use (hereafter the “TCU”) is to set the conditions of use of the services (hereafter the “Services”) offered on the web and mobile site accessible at « <https://www.lagardere-global-advertising.com/> » (the “Site”). The TCU apply to any variation or extension of the Site on existing or future social and/or community networks.

Any person having access to the Site, regardless of their status (private individual or professional), location, methods of connection to the Site, object and purpose of their access to the Site and/or use of the Services is a user (hereinafter “User”).

1. ACCEPTANCE OF THE TERMS AND CONDITIONS OF USE

The User is presumed to know and accept, without reservation, all of the TCU by simply browsing the Site, whatever the digital terminal used.

The User is invited not to connect to the Site or to use the Services if they do not accept all or part of anything mentioned in these TCU.

The Publisher may modify the TCU at any time. The User is expressly informed that the version in force is the one available here at the date of access to the Site, which the User acknowledges and accepts without restriction, undertaking to refer to it systematically at each connection.

2. AVAILABILITY OF THE SITE AND THE SERVICES

The Publisher undertakes to make its best efforts to ensure access and operation of the Site and the Services 24 hours a day and 7 days a week without interruption. However, considering the Site and the Services are offered free of charge to Users, the Publisher is not bound to any obligation as to the availability of the Site and the provision of the Services to Users.

The Publisher cannot be held responsible in case of temporary unavailability of the Site and the Services i) in case of maintenance of the Site, the Services or the servers on which it is hosted, (ii) in case of events outside its will and control and (iii) due to force majeure.

The User is informed of the risks inherent to the Internet, particularly in terms of

- lack of security in the transmission of data;
- continuity not guaranteed in the access to the Site or the Services.

In any case, the Publisher cannot be held responsible for these risks and their consequences, prejudicial, whatever the extent, for the User. It is the responsibility of each User to take all appropriate measures to protect his own data, software and hardware from contamination by viruses or other forms of attack that may circulate through the Site.

To be taken into account, the complaints of the User must be addressed to the Publisher by registered mail to the address mentioned above.

3. USERS' COMMITMENTS

The User is informed that all laws and regulations in force are applicable on the Internet.

When using the Site, each User undertakes to:

- use the Site in accordance with the purposes provided for in the TCU;
- use the Site for strictly personal purposes;
- not to violate or attempt to violate the security or integrity of the Site;
- not to commit or attempt to commit any act of counterfeiting, by any means whatsoever.

When using the contact form available on the Site, each Users undertake to:

- provide accurate, up-to-date, true and complete data;
- not to provide erroneous, obsolete data;
- not to usurp, in whole or in part, the identity, title or capacity of a third party.

The User is informed that any violation of these provisions is likely to lead to legal proceedings and sanctions against him.

4. PERSONAL DATA AND COOKIES

The Site does not collect personal data nor cookies.

5. HYPERTEXT LINKS

The Publisher may propose links to other websites or other sources of information managed by third parties. The Publisher being unable to control the contents of these sites, the existence of such links does not engage the responsibility of the Publisher as for the contents, advertisements, products or services available on these external sites, which the User recognizes and accepts.

6. INTELLECTUAL PROPERTY

6.1 Content of the Site

The content of the Site, protected by the law and in particular the provisions of the French Code of intellectual property, is exclusively intended for the information and the personal use of the User who benefits from a right of private, non-collective and non-exclusive use.

Unless expressly authorized in advance by the Publisher, any reproduction, representation and use other than those mentioned above is prohibited, in particular:

- (i) any adaptation, availability to the public at their request or not, distribution, rebroadcasting in any form whatsoever, networking, public communication of all or part of the works, services, trademarks and all elements protected or likely to be protected by intellectual property law reproduced on the Site ;
- (ii) any extraction or reuse, including for private purposes, of a substantial part of the content of the databases constituted by the Site;
- (iii) any extraction or reuse, repeated and systematic, including for private purposes, of a part even not substantial of the contents of the databases constituted by the Site.

6.2 Trademark

The ELLE brands and logos and derivatives are distinctive signs exclusively owned by the French company Hachette Filipacchi Presse, registered at the Paris Trade and Companies Registry under the number 582 101 424.

Unless expressly authorized in advance, any use of these distinctive signs as well as any other distinctive signs belonging to the Editor or to third parties, exposes the User to criminal and/or civil proceedings.

7. APPLICABLE LAW

The non-compliance by the User, whatever their location, with any of the provisions of these TCU and more generally any difficulty relating to its execution, interpretation or validity, are subject to French law and to French courts.