

# CONTRACT USER AREA TERMS AND CONDITIONS OF USE VERSION 0.1

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## 1. PREAMBLE

1. Business France has developed a website that can be accessed at <http://www.businessfrance.fr>.
2. Users may only benefit from the services offered to them on the site if they accept these general terms and conditions.
3. Users acknowledge that they have obtained from Business France all necessary information regarding the services offered, and fully adhere to these general terms and conditions of use.
4. Users acknowledge that in order to use their user area they must comply with all the requirements regarding use defined herein.
5. The user acknowledges that he or she has the skills and means necessary to access and use the user area.

## 2. DEFINITIONS

- “access code”: the password and email address intended to identify the user with regard to the operations that he/she carries out in his/her user area;
- “user area”: environment accessible via the Internet only to users authorised by Business France, and dedicated to monitoring the relationship with Business France: purchases, subscriptions, etc.;
- “user service”: technical assistance provided by Business France;
- “remote services”: functions offered in the user area to users: management of email alerts;
- “website”: online public electronic communication service, published by Business France;
- “user”: generally, any person legitimately connected to the user area.

## 3. PURPOSE

6. The purpose of these general terms and conditions is to define the terms and conditions of access to and use of the user area of the website accessible at the aforementioned address.

## 4. DOCUMENTS

7. The contractual documents applicable to users are:
  - these general terms and conditions of use;
  - if necessary, the terms and conditions specific to certain services accessible on the website;
  - in the event of an order for products or services placed with Business France, the general terms and conditions of sale of Business France.

## 5. ENFORCEABILITY

8. These general terms and conditions of use are binding on the user upon their acceptance by the user when the user’s account is opened.
9. In all cases, on the date when the user uses the user area for the first time,

the general terms and conditions of use are deemed to have been read and to be applicable.

10. Business France reserves the right to make any changes to these general terms and conditions of use that it deems necessary and useful.

11. These general terms and conditions of use shall be enforceable throughout the duration of use of the user area and until new terms and conditions of use replace these ones.

12. Business France shall communicate to the user the new general terms and conditions of use through the “legal notices” link on this site.

13. Any use of the user area by the user after the changes to the general terms and conditions of use constitutes acceptance by the user of the new terms and conditions.

14. The general terms and conditions that appear online on the site prevail over any printed version.

15. The user may at any time stop using the remote services and the user area, but he/she remains responsible for any previous use.

## **6. PRESENTATION OF THE USER AREA**

16. Business France provides users with a user area that they can access once they have created an account.

17. Within this user area, the user is offered a range of remote services.

## **7. ACCESS TO THE USER AREA**

### **7.1 Procedure**

18. User area registration requires the user to have a contract with an Internet Service Provider of his/her choice.

19. Access to the user area is only possible after identification of the user by means of the access codes: an email address and a password.

20. The user area is normally accessible 24 hours a day, seven days a week, and registration is free of charge (excluding communication costs).

21. Business France reserves the right, without notice or compensation, to temporarily or permanently close the user area or bar access to one or more remote services in order to update, modify or change operational methods, servers and access times (without this list being exhaustive).

22. Business France reserves the right to supplement or modify, at any time, its services and the user area based on, in particular, the development of technology.

23. The user will be responsible for upgrading his/her IT and communication equipment so that this equipment can adapt to any changes made to the user area and the services offered by Business France.

24. In the event of an interruption to or inability to use the user area, the user can always contact Business France by telephone or email to obtain information.

### **7.2 Access code**

25. The user area registration procedure consists of the following steps.

26. Step 1: the user completes an Internet form on the site <http://www.BusinessFrance.fr/> to create his/her user account.

27. The user must provide a valid email address.
28. The user is responsible for ensuring that he/she is the only person with access to the email containing the password.
29. The user must confirm that he/she has read and accepts the terms and conditions of use.
30. Step 2: Business France sends the user a summary email containing the aforementioned password.
31. As soon as his/her access codes are recognised, the user benefits from secure access.
32. The user may change his/her password at any time by contacting the [user service] of Business France.
33. The user is solely responsible for keeping his/her password secret and, therefore, for the consequences of its unintentional disclosure to anyone.
34. Any use of the user area with the password assigned to the user is presumed to be exclusively by the user.
35. No operation can be carried out without these access codes.
36. The access codes are personal and confidential.
37. The user must notify Business France without delay if his/her password is compromised, and of any use by a third party of which he/she becomes aware.
38. At any time, the user can neutralise the functions connected to the use of the access codes by calling the [user service] on working days and during working hours, or through the website.
39. The functions concerned can be reactivated by leaving a message on the Internet through the contact form.
40. Once this notification has been received, Business France will withdraw authorisation to access the user area by means of the said password within two working days at the latest.
41. A new password will then be communicated to the user by email.

## **8. SECURITY**

42. The user area is an automated data processing system. Any fraudulent access to the latter is prohibited and subject to criminal prosecution.
43. Business France makes its best efforts, in accordance with good practice, to secure the user area. Given the complexity of the Internet, it cannot guarantee absolute security.
44. The user acknowledges that he/she accepts the nature and limits of the Internet.
45. He/she acknowledges that he/she is aware of the nature of the Internet network and, in particular, its technical performance and response times to consult, query or transfer information data.
46. The user must inform Business France in writing of any fault in the user area.
47. The user is aware that data circulating on the Internet is not necessarily protected, particularly against any misuse.
48. The user agrees to take all appropriate measures to protect his/her own data and/or software from contamination by viruses on the Internet network.

## 9. LIABILITY

51. The user shall only use the user area and the information to which he/she has access under the terms and conditions defined by Business France.
52. The user shall not disrupt the use made by other users of the site [www.businessfrance.fr](http://www.businessfrance.fr) and not access third-party user areas.
53. The user shall not commit any act that could jeopardise the IT security of Business France or of other users.
54. The user shall not interfere or interrupt the normal operation of the user area.
55. The user may not hold Business France accountable for any delay in the information provided to him/her.
56. The user shall compensate Business France, its directors, employees and representatives in the event of a complaint, action, prosecution or conviction of the aforementioned individuals resulting from the user's failure to comply with the general terms and conditions.
57. The user shall notify Business France of any change relating to his/her email address and acknowledges that, failing this, he/she shall remain solely responsible for the consequences of any kind whatsoever which may result from the said change.
58. Given the diversity of the data sources concerning the user, the terms of their consultation and the length of time associated with their transmission, Business France will do its utmost to guarantee the overall quality of the information disseminated and its relevance.
59. Business France shall endeavour to carry out the operations relating to the user area incumbent on it in accordance with good practice.
60. Business France cannot be held liable for the quality of the service, as the service is offered "as is".
61. Business France cannot be held liable for any disruption to the use of the user area.
62. Business France cannot be held liable for the impossibility of using the user area.
63. Business France cannot be held liable for any breaches of IT security which may cause damage to the IT hardware of users and their data.
64. Business France cannot be held liable in the event of any fraudulent or abusive use, or any voluntary or involuntary disclosure to anyone, of the access codes entrusted to the user.
65. Unless the fault or negligence of Business France is proven, breaches of the confidentiality of the user's personal data due to his/her access codes and committed by a third party shall not incur the liability of Business France.
66. Business France cannot be held liable for the breach of these general terms and conditions by another user.
67. Business France cannot be held liable in the event of direct or indirect damage resulting from use of its user area.
68. Business France cannot be held liable for any infringement of user rights in general.
69. Business France cannot be held liable in the event of temporary or total unavailability of all or part of access to the user area, a difficulty related to the response time or, in general, any performance failure.
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## **10. INTELLECTUAL PROPERTY**

70. These general terms and conditions do not include any kind of transfer to the user of the intellectual property rights that concern the elements belonging to Business France.

71. The site, trademarks, drawings, models, images, texts, photos, logos, graphic charters, software programs, search engines, databases and domain names, without this list being exhaustive, are the exclusive property of Business France.

72. Any reproduction and/or representation, in whole or in part, of any of these rights, without the express authorisation of Business France, is prohibited and constitutes an infringement punishable under Articles L. 335-2 et seq. of the French intellectual property code.

73. Consequently, the user shall refrain from any action or act likely to harm directly or indirectly Business France's intellectual property rights.

## **11. PERSONAL DATA**

74. The provisions relating to IT, freedoms and the protection of personal data, which form an integral part of this document, can be viewed on the website under the "[Personal Data](#)" tab, to which the user is referred.

## **12. PROSPECTING**

75. In accordance with Article L34-5 of the French postal services and electronic communications code, direct marketing by email is authorised if the recipient's contact details have been collected directly from him or her, in accordance with the provisions of Law No. 78-17 of 6 January 1978 (amended), on the occasion of a sale or provision of services and if it relates to similar products or services provided by the same person.

76. The user has the right to object, free of charge, to the use of the data concerning him/her for such purposes.

## **13. RESOLUTION AND TERMINATION**

77. In the event of a breach of these obligations, Business France may inform the user ipso jure of the resolution or termination of the general terms and conditions.

## **14. GOOD FAITH**

78. The parties agree to perform their obligations in good faith.

## **15. STATEMENT OF TRUTH**

79. The parties acknowledge the truthful nature of these undertakings.

80. In this respect, they state that, to their knowledge, they have no information that, if it had been communicated, would have changed the consent of the other party.

## **16. HEADINGS**

81. In the event of any interpretation difficulties resulting from a contradiction between any of the headings appearing above the clauses, and between any of the clauses, the headings will be declared non-existent.

## **17. NULLITY**

82. If one or more provisions of these general terms and conditions are held to be invalid or declared as such in accordance with a law, a regulation or following a decision given force of res judicata by a court in a competent jurisdiction, the other provisions shall retain their full force and scope.

## **18. INTEGRALITY**

83. These general terms and conditions express all the obligations of the parties.

84. No general or specific condition contained in the documents sent or delivered by the parties may be incorporated into this agreement.

## **19. AGREEMENT OF PROOF**

85. Acceptance of the general terms and conditions by electronic means shall have, between the parties, the same probative value as the agreement on paper.

86. The computerized records kept on the IT systems will be kept under reasonable security conditions and shall be considered to be proof of communications between the parties.

87. Contractual documents are filed on a reliable and durable medium that can be produced as proof.

## **20. TRACEABILITY**

88. Business France keeps the history of the user's connections to the user area.

89. In addition, Business France will be able to track user browsing within the user area through cookies.

## **21. APPLICABLE LAW**

90. These general terms and conditions are governed by French law.

91. This applies to rules of form and substance, notwithstanding the places of performance of substantial or ancillary obligations.

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