



termes et conditions

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CHAMP D'APPLICATION ET MODIFICATION DE L'ACCORD

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Veuillez noter que ces conditions peuvent changer de temps à autre. Si nous modifions ces conditions, nous vous informerons des choix que vous pourriez avoir à la suite de ces changements. Nous publierons également un avis indiquant que ces conditions ont changé. Votre utilisation continue du site Web et / ou de nos services implique que vous acceptez pleinement de vous conformer à toutes les modalités et conditions contenues dans l'accord en vigueur à ce moment-là. Il est de votre responsabilité de consulter fréquemment cette page pour les mises à jour et / ou les modifications.

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DESCRIPTION DES SERVICES

Services d'abonnement

Subject to the terms and conditions of the Agreement, by registering on the Website and receiving approval from us, you can obtain, or attempt to obtain, for a fee or for no fee, the Subscription Services. The Subscription Services will provide you with e-mail content, text and other materials (“Subscription Content”) relevant to online marketing provided by us and third party partners (“Third Party Providers”). This is NOT investment advice. If you would like to discontinue receipt of the Subscription Content, simply email us. By using the Subscription Content and/or any Subscription Services, You hereby understand and agree that we are not responsible or liable in any manner whatsoever for the accuracy, completeness or appropriateness of the Subscription Content, the Subscription Services or your inability to use the Subscription Services and/or Subscription Content. You hereby understand, agree and confirm that we shall not be liable to you, any end-users or any third party, for any claim in connection with any of the Subscription Services.

Vendor and Third Party Services

By completing the applicable purchase order forms you can obtain, or attempt to obtain, certain products and/or services from the Website. The products and/or services featured on the Website may contain descriptions that are provided directly by the Third Party Provider manufacturers or distributors of such items. We do not represent or warrant that the descriptions of such items are accurate or complete. You hereby understand and agree that we are not responsible or liable in any manner whatsoever for your inability to obtain products and/or services from the Website or for any dispute with the product’s seller, distributor and end-user consumers. You understand and agree that we shall not be liable to you or any third party for any claim in connection with any of the products and/or services offered on the Website.

General

The information that you must supply in connection with registering for the Services may include, without limitation, some or all of the following: (a) your full name; (b) company name; (c) e-mail address; (d) mailing address (and billing address if different); (e) home telephone number; (f) work telephone number; (g) fax number; (h) credit card information; and/or (i) any other information requested on the applicable registration form (“Service Registration Data”). You agree to provide true, accurate, current and complete Service Registration Data. We have the right to reject any Service Registration Data where it is determined, in our sole and exclusive discretion, that: (i) you are in breach of any portion of the Agreement; and/or (ii) the Service Registration Data that you provided is incomplete, fraudulent, a duplicate or otherwise unacceptable. We may change the Registration Data criteria at any time, in our sole discretion.

Unless explicitly stated otherwise, any future offer(s) made available to you on the Website that enhance(s) the current features of the Website shall be subject to the Agreement. You understand and agree that we are not responsible or liable in any manner whatsoever for your inability to use and/or qualify for the Services. You understand and agree that we shall not be liable to you or any third party for any modification, suspension or discontinuation of any Services or other product, service or promotion offered by us and/or any of our Third Party Providers. You understand and agree that refusal to use the Website is your sole right and remedy with respect to any dispute that you may have with us.

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CONFIDENTIAL INFORMATION

Confidential information means all confidential and proprietary information of a party, whether oral or in writing, which is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and surrounding circumstances, but shall not include information that is (1) generally known to the public without breach hereunder; (2) was known prior to disclosure hereunder without restriction on disclosure; (3) independently developed without breach hereunder; or (4) is rightfully received from a third party without any restriction on disclosure. The parties shall only use confidential information for the purposes of performing the obligations hereunder. We will not sell first party data without consent.

The duty to protect Confidential Information shall expire one (1) year from the date of termination of the Agreement.

HYPERLINKING TO THE WEBSITE, CO-BRANDING, "FRAMING" AND/OR REFERENCING THE WEBSITE PROHIBITED

Unless expressly authorized by us, no one may hyperlink the Website, or portions thereof (including, but not limited to, logotypes, trademarks, branding or copyrighted material), to their website or web venue for any reason. Furthermore, "framing" the Website and/or referencing the Uniform Resource Locator ("URL") of the Website in any commercial or non-commercial media without our prior, express, written permission is strictly prohibited. You specifically agree to cooperate with the Website to remove or cease, as applicable, any such content or activity. You hereby acknowledge that you shall be liable for any and all damages associated therewith.

EDITING, DELETING AND MODIFICATION

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DISCLAIMER

THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE MAKE NO WARRANTY THAT: (A) THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) YOU WILL QUALIFY FOR THE SERVICES; OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL BE ACCURATE OR RELIABLE. THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WE, ANY OF ITS THIRD PARTY PROVIDERS OR OTHERWISE THROUGH OR FROM THE WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

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LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH, THE WEBSITE; (C) THE FAILURE TO QUALIFY FOR THE, OR ANY OTHER THIRD PARTY

PRODUCTS FROM ANY OF OUR THIRD PARTY PROVIDERS, OR ANY SUBSEQUENT DENIAL OF THIRD PARTY PRODUCTS FROM SAME; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; AND (E) ANY OTHER MATTER RELATING TO THE INABILITY TO USE THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE US AND ALL OF OUR THIRD PARTY PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATION STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, OUR MAXIMUM LIABILITY TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. THE INABILITY TO USE THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

INDEMNIFICATION

You agree to indemnify and hold us, our parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Website, Services, or Content; (b) your breach of the Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for our and the benefit of, each of our parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

THIRD PARTY WEBSITES

The Website may provide links to and/or refer you to other Internet websites and/or resources including, but not limited to, those owned and operated by Third Party Providers. Because we have no control over such third party websites and/or resources, you hereby acknowledge and agree that we are not responsible for the availability of such third party websites and/or resources. Furthermore, we do not endorse, and are not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom.

PRIVACY POLICY/VISITOR INFORMATION

Use of the Website, and all comments, feedback, information, Registration Data and/or materials that you submit through or in association with the Website, is subject to our Privacy Policy. We reserve the right to use all information regarding your use of the Website, and any and all other personally identifiable information provided by you, in accordance with the terms of our Privacy Policy and applicable data protection laws.

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Any attempt by any individual, whether or not our customer, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Website, is a violation of criminal and civil law and we will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed in all respects in accordance with the laws of the UK. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the Parties fail to agree on the terms of settlement, the Parties will submit the dispute exclusively to confidential arbitration proceedings by a sole arbitrator under the ICC rules in London whose decision shall be final and binding. Neither party shall be allowed to file a claim with its local court of domicile or any other forum.

Data Protection Addendum

This Data Protection Addendum ("Addendum") forms part of our Terms and Conditions ("Principal Agreement").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1. Definitions

1.1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1. "Applicable Laws" means (a) European Union or Member State laws with respect to any Personal Data in respect of which the data subject is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Personal Data which is subject to any other Data Protection Laws;

1.1.2. "Controller" means the entity that determines the purposes and means of the processing of Personal Data.

1.1.3. "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.4. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.5. "GDPR" means EU General Data Protection Regulation 2016/679;

1.2. The terms, "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", and "**Processing**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Collection and Processing of Personal Data

2.1. we shall:

2.1.1. comply with all applicable Data Protection Laws in the Processing of Personal Data;

2.1.2. represents and warrants that it:

2.1.2.1. has all necessary permissions and consents from the relevant data subjects on

behalf of us in accordance with the Applicable Laws to lawfully allow us to collect, process and use your Personal Data for the purposes set out in our Privacy Policy. Lire la suite

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and share Personal Data via the Services for the purposes contemplated by the Agreement including this Addendum.

2.1.2.2. shall at all times make available a mechanism for obtaining such consent from data subjects and a mechanism for data subjects to withdraw such consent, all in accordance with the Applicable Laws.

2.1.2.3. shall maintain a record and notify of all consent and withdrawal of consent of data subjects in accordance with the Applicable Laws.

2.1.2.4. shall, post, maintain and abide by a publicly available privacy policy.

2.1.2.5. acknowledges not to provide the Services to children under the age of eighteen (18).

3. Security

3.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2. In assessing the appropriate level of security, we shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

4. Subprocessing

4.1. Each Website User authorises us to appoint (and permit each Subprocessor appointed in accordance with this section to appoint) Subprocessors in accordance with this section and any restrictions in the Agreement.

4.2. With respect to each Subprocessor appointed by us, we shall ensure that the arrangement between us and the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;

5. Data Subject Rights

Taking into account the nature of the Processing, we shall assist wherever possible, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6. Personal Data Breach

6.1. We shall immediately inform the Data Subject without undue delay, upon becoming aware of a Personal Data Breach affecting the Data Subject's Personal Data, to inform Data Subjects of the Personal Data Breach under the Data Protection Laws. We shall also assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7. General Terms

7.1. The parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

7.2. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Agreement with effect from the date first set out above.

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