

## **GENERAL CONDITIONS OF USE**

The purpose of this document is to define the terms and conditions under which GIE Multipass des Portes du Soleil, hereinafter referred to as the PUBLISHER, makes the website and the services available on the website available to its users, as well as the manner in which the user accesses the website and uses its services.

Any connection to the site is subject to the respect of the present conditions.

For the user, the simple access to the site of the PUBLISHER at the following URL address [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) implies the acceptance of all the conditions described hereafter.

### **Intellectual property**

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The Multipass Membership website may contain hypertext links to other websites on the Internet. Links to such other resources will cause you to leave the Multipass Membership site.

It is possible to create a link to the presentation page of this site without the express permission of the PUBLISHER. No prior authorisation or request for information may be required by the publisher in respect of a site which wishes to establish a link to the publisher's site. It is however advisable to display this site in a new window of the navigator. However, the PUBLISHER reserves the right to ask for the deletion of a link which it considers not in conformity with the object of the site Multipass Membership.

### **Responsibility of the publisher**

The information and/or documents appearing on this site and/or accessible through this site come from sources considered reliable.

However, this information and/or documents may contain technical inaccuracies and typographical errors.

The PUBLISHER reserves the right to correct them, as soon as these errors are brought to its attention.

It is strongly recommended to check the accuracy and the relevance of the information and/or documents made available on this site.

The information and/or documents available on this site may be modified at any time and may have been updated. In particular, they may have been updated between the time they were downloaded and the time the user became aware of them.

The use of the information and/or documents available on this site is made under the whole and only responsibility of the user, who assumes the totality of the consequences which can result from it, without the PUBLISHER being able to be required for this reason, and without recourse against this last one.

The PUBLISHER cannot in no case to be held responsible for any damage of some nature that it is resulting from the interpretation or from the use of information and/or documents available on this site.

### **Management of the personal data.**

In France, personal data is protected by law n° 78-87 of 6 January 1978, law n° 2004-801 of 6 August 2004, article L. 226-13 of the Penal Code and the European Directive of 24 October 1995.

When using the [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) website, the following information may be collected: the URL of the links through which the user accessed the [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) website, the user's access provider, the user's Internet protocol (IP) address.

In any case, Association Internationale des Portes du Soleil only collects personal information about the user for the purpose of certain services offered by the [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) website. The user provides this information with full knowledge of the facts, in particular when he/she enters it. It is then specified to the user of the site [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) whether or not they are required to provide this information.

In accordance with the provisions of articles 38 and following of the law 78-17 of January 6, 1978 relating to data processing, files and freedoms, any user has a right of access, rectification and opposition to personal data concerning him, by making a written and signed request, accompanied by a copy of the identity card with the signature of the holder of the document, specifying the address to which the answer should be sent.

No personal information of the user of the site [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) is published without the user's knowledge, exchanged, transferred, ceded or sold on any medium whatsoever to third parties. Only the assumption of the purchase of the Multipass product and its rights would allow the transfer of the said information to the eventual purchaser who would in turn be bound by the same obligation of conservation and modification of the data with respect to the user of the [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) site.

The above-mentioned site is declared to the CNIL under the number 1211113.

The databases are protected by the provisions of the law of 1 July 1998 transposing Directive 96/9 of 11 March 1996 on the legal protection of databases.

### **How to access the site**

The PUBLISHER makes an effort to allow the access to the site [www.multipass.portesdusoleil.com](http://www.multipass.portesdusoleil.com) 24 hours on 24, 7 days on 7, except in case of force majeure or of an event out of the control of the PUBLISHER, and subject to the possible breakdowns and interventions of maintenance necessary to the good functioning of the site and the services.

Consequently, the PUBLISHER cannot guarantee an availability of the site and/or the services, a reliability of the transmissions and performances in terms of response time or quality.

For any question of content, please contact the International Association of the Portes du Soleil:

By email: [info@portesdusoleil.com](mailto:info@portesdusoleil.com)

For technical questions, please contact Alpilink:

By email : [info@alpi.link](mailto:info@alpi.link)

The responsibility of the publisher could not be committed in the event of impossibility of access to this site and/or of use of the services.

Moreover, the PUBLISHER can be brought to interrupt the site or a part of the services, at any time without notice, the whole without right to compensations. The user recognizes and accepts that the PUBLISHER is not responsible for the interruptions, and for the consequences which can result from it for the user or any third party.

### **Modification of the conditions of use**

The PUBLISHER reserves the possibility of modifying, at any time and without notice, the present conditions of use in order to adapt them to the evolutions of the site and/or its exploitation.

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The user declares to accept the characteristics and the limits of Internet, and in particular recognizes that :

The PUBLISHER does not assume any responsibility on the services accessible by Internet and does not exert any control of some form that it is on the nature and the characteristics of the data which could transit by the intermediary of its centre server.

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The user acknowledges that data circulating on the Internet may be regulated in terms of use or be protected by property rights.

The user is solely responsible for the use of the data he/she consults, queries and transfers on the Internet.

The user acknowledges that the PUBLISHER has no control over the content of the services accessible on the Internet.

### **Applicable law**

Both the present site and the terms and conditions of its use are governed by the French law, whatever the place of use. In the event of a dispute, and after all attempts to find an amicable solution have failed, the French courts shall have sole jurisdiction to hear the dispute.

For any question relating to the present conditions of use of the site, you can write to us at the following address

[info@portesdusoleil.com](mailto:info@portesdusoleil.com)