

# QUINZE MAI

CONCEPTEUR D'ÉVÉNEMENTS

## General Terms & Conditions of Use Updated September 2023

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## **Article 1 INTRODUCTION**

**QUINZE MAI Company - SASU WITH A CAPITAL OF 3 070 884 Euros - RCS NANTERRE 302 382 858 - 1, rue Augustine Variot - 92240 MALAKOFF- FRANCE - hereinafter referred to as "QUINZE MAI", (hereinafter QM) is the organizer of a trade fair SantExpo (hereafter the "Congress")**

The website "www.santexpo.com provide access to content relating to the Fairss (hereinafter the **Sites**).

## **Article 2 PURPOSE**

The purpose of these General Terms & Conditions of Use (**T&C**) is to define the rules of use and the conditions of use of the services offered on the Sites (hereafter, the **Services**).

These T&C can be accessed at any time via a direct link at the bottom of the page.

## **Article 3 ACCESSING THE SITES**

### **Article 3.1 Conditions of access**

Any Internet user can consult and browse the Sites free of charge (hereafter, **User(s)** or **You(r)**).

### **Article 3.2 Legal capacity**

Without prejudice to the specific provisions applicable to the processing of personal data for minors, You must have full legal capacity to enter into commitments under these T&C. Any physical person who does not have full legal capacity may only use the Services with the consent of Your legal representative.

## **Article 4 ACCEPTANCE OF THESE T&C**

You undertake to read and to respect, these T&C at the time of each connection to the Sites.

Acceptance of the T&C consists in ticking a box in the registration form "I have read and accept the General Terms and Conditions of Use". Once accepted, the T&C are fully enforceable against You.

QUINZE MAI reserves the right to modify the T&C at any time subject to informing You at least fifteen (15) days before their entry into force.

You must accept any modification and/or any new version of the Terms of Service in order to continue to benefit from the proposed Services.

The latest updated version will be permanently accessible to all Users on the Sites via the link "General Terms and Conditions of Use" or "T&C" link located at the bottom of the home page.

Any substantial change to these T&C will be notified to You in accordance with the conditions mentioned in Article 15.

## **Article 5 DESCRIPTION OF THE SERVICES**

Some of the Services provided by QUINZE MAI are available with the User having to register (5.1) whilst other Sites require the User to register.

### **5.1. Services available without having to register:**

- Browse the Sites (access the list of exhibitors at the Fairs, consult the Fairs program, the list of speakers, etc.)
- Watch videos and listen to podcasts
- Read articles published on the website "santexpo.com"
- Contact QUINZE MAI via the "Contact Us" tab for any information request on our services, becoming a Retailer, etc.

## 5.2. Services available only if registered

- Attend conferences and events offered by exhibitors or QUINZE MAI
- Access content recommended for you,
- Participate and exchange with other participants,
- Visit stands and participate in events,
- Download documents from exhibitors or QUINZE MAI
- Receive the SantExpo newsletter.
- Receive notifications and SMS related to the event

## Article 6 REGISTRATION

### Article 6.1. Registering for Services

Before you can access certain Services (**article 5.2**), You must first create a virtual guest area (hereinafter the **Guest Area**) by filling out the form provided for this purpose, accept the contractual conditions applicable to buyers or retailers.

Registration on the QUINZE MAI Platform is free of charge.

Mandatory information is marked by an asterisk. Any incomplete registration will not be validated. You can also, if you wish, provide optional information that may appear on this form, which will allow us to personalize the products/services offered.

In accordance with the regulations relating to personal data, we undertake to collect the minimum amount of data necessary for the purposes for which it is collected. For more information on our policy regarding the processing of personal data, please refer to the **Personal Data Charter** accessible on the present Sites.

You assert that all the information You provide in the registration form is accurate, up-to-date and sincere.

You undertake to update this information in the event of changes, so that it always corresponds to the above-mentioned criteria.

You are informed and accept that the information entered for the purposes of creating or updating Your Account is proof of Your identity. The information entered by You is binding upon validation.

Notifications will be sent to the e-mail address indicated in Your profile; thus, you should enter a valid email address.

You can access Your Visitor's Area at any time by identifying Yourself from the confirmation e-mail he received.

### Article 6.2. Using Services that require registration.

You undertake to use the Services personally and not to allow any third party to use them in Your place or on Your behalf unless You are willing to bear full responsibility for that third party.

You are responsible for maintaining the confidentiality of Your login and password, which are strictly personal. In case of loss, theft, or any fraudulent use of Your Identifiers, you must immediately inform  
QUINZE MAI.

Any connection or transmission of data made using the Identifiers will be considered to have been made by You and under Your exclusive responsibility. Consequently, QUINZE MAI cannot be held responsible for the fraudulent use of Your Identifiers by a third party.

### **Article 6.3. Unsubscription**

You can unsubscribe from the newsletter and/or delete Your Guest Area.

The steps to follow to proceed with the deletion of Your account are as follows:

- Send a request for account deletion to the email address: data@15-mai.com. The unsubscription will be effective after reception of the request by QUINZE MAI which will proceed to the deactivation of the account as soon as possible.

In the event of deletion, any contributions You may have made via the blog, or the comments will be anonymized and still readable by the Internet users and/or other Users.

For any definitive deletion of all personal data concerning You, we recommend that You refer to the procedure described in the Charter relating to personal data.

Furthermore, QUINZE MAI may decide to terminate the Services. Users will be duly informed by e-mail at least one month before the termination of the Services.

### **Article 7 INTELLECTUAL PROPERTY**

The systems, software, structures, infrastructures, databases and contents of any kind (texts, images, visuals, music, logos, brands, databases, etc.) used by QUINZE MAI on the Sites are protected by all intellectual property rights or rights of the producers of databases in force. Any disassembly, decompilation, decryption, extraction, reuse, copy and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of QUINZE MAI is strictly forbidden and may be subject to legal proceedings.

### **Article 8 CONDITIONS OF USE OF THE SERVICES**

Without prejudice to the other obligations provided for herein, you undertake to comply with the following obligations.

You undertake, in Your use of the Services, to respect the laws and regulations in force and not to infringe upon the rights of third parties or public order. QUINZE MAI cannot be held responsible for this, in virtue whereof You agree to hold QUINZE MAI harmless if You should breach this obligation.

You acknowledge that You have taken cognisance of the characteristics and constraints, particularly technical, of the Services.

You are solely responsible for Your use of the Services. It is Your responsibility to use the Services with appropriate caution and discernment. You also undertake to respect the usual rules of politeness and courtesy in Your exchanges.

You undertake to make strictly personal use of the Services.

You undertake to provide all the information necessary for the good execution of the Services. More generally, You agree to actively cooperate with QUINZE MAI.

You undertake not to infringe upon public order, good morals or the rights of third parties, not to violate any legislative or regulatory provision and more generally, not to do anything that could cause QUINZE MAI to incur civil or criminal liability.

You are informed and accept the following:

- the implementation of the Services requires that You will be physically present at the Fairs depends directly on his presence, for which You are solely responsible;

- the use of certain functionalities of the Sites requires that You have a personal account on certain social networks, for which You are solely responsible.

QUINZE MAI can, once aware of its existence, remove any comments made by a User using the Services which contains defamatory, insulting, racist, homophobic, etc. remarks.

You guarantee and hold harmless QUINZE MAI for and against against all complaints, claims, actions and/or demands that it could suffer because of a violation by You of any of Your obligations or guarantees given under these T&C.

You undertake to compensate QUINZE MAI for any prejudice that it might suffer, this including paying all costs, charges and/or sentences that QUINZE MAI may have to bear as a result.

## **Article 9      CONFIDENTIALITY**

The information communicated to You because of Your use of the Services is the result of know-how or intellectual property rights and is considered confidential.

You undertake, for yourself and for Your service providers, to take all necessary measures to ensure the secrecy, confidentiality and security of any information You may become aware of during the use of the Services and not to disclose it to anyone, either during the use of the Services or for the next five (5) years. You undertake, at the end of Your use of the Services, to destroy all copies of the information media in Your possession.

You are responsible for the respect of these commitments by Your employees, service providers or subcontractors.

## **Article 10      PROHIBITED BEHAVIOUR**

It is strictly prohibited to use the Services for the following purposes:

- illegal or fraudulent activities or activities that infringe the rights or safety of third parties,
- undermining public order or violating the laws and regulations in force,
- Intrusion into the computer system of QUINZE MAI or a third party or any activity of a nature to harm, control, interfere with, or intercept all or part of the computer system of QUINZE MAI or a third party, and/or violate its integrity or security,
- sending unsolicited emails and/or commercial solicitations,
- manipulations intended to improve the referencing of a third party website,
- crawling or mirroring the contents of the Sites by robots or any other means, in order to copy the data stored on the servers of QUINZE MAI or its service providers,
- aiding or abetting, in any form and in any manner, any of the acts and activities described above,
- and more generally, any practice diverting the Services to purposes other than those for which they were designed.

It is strictly forbidden for Users to copy and/or divert for their own purposes or those of third parties the concept, technologies, data or any other element of the Sites.

The following are also strictly forbidden: (i) all actions of a nature to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) all intrusions or attempts of intrusions in the systems of QUINZE MAI, (iii) all diversions of the system resources of the Sites, (iv) all actions of a nature to impose a disproportionate load on the infrastructures of the latter, (v) any breach of security and authentication measures, (vi) any act that could harm the financial, commercial or moral rights and interests of QUINZE MAI or of the users of the Sites, and more generally (vii) any breach of the present general conditions.

It is strictly forbidden to monetize, sell or license all or part of the access to the Services or Sites, as well as the information hosted and/or shared therein.

## **Article 11 BREACHES**

In case of breach of any of the provisions of the present Terms and Conditions or more generally, of infringement of the laws and regulations in force by a User, QUINZE MAI reserves the right to take any appropriate measure and notably to:

- Suspend, delete or block access to the Services provided to any User who caused or took part in a breach or infraction,
- notify any concerned authority,
- initiate any legal action deemed useful.

## **Article 12 LIMITATIONS OF LIABILITY**

QUINZE MAI is liable only for the provision of the means described herein, and for facilitating networking between Users and Fairs exhibitors; QUINZE MAI has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

QUINZE MAI undertakes to carry out regular controls in order to verify the functioning and accessibility of the Sites.

QUINZE MAI reserves the right to temporarily interrupt access to the Sites for maintenance purposes.

QUINZE MAI cannot be held responsible for difficulties or temporary impossibilities to access the Sites due to external circumstances, force majeure, or due to disturbances of the telecommunication networks.

QUINZE MAI does not guarantee (i) that the Services, subject to ongoing modifications in order to improve performance and progress, will be totally free of errors, defects or faults, nor (ii) that the Services, being standard and in no way delivered with a given User in mind will meet Your specific needs.

In no case will QUINZE MAI be held responsible for any inaccuracies in the information provided by exhibitors of the Fairs, for any failure of the Services, for any business losses or any data losses, nor for any for any indirect damage related to accessing the Sites or using the Services. In all cases, it will be up to the Client to prove that the fault of QUINZE MAI is the direct cause of its prejudice.

## **Article 13 LINKS AND THIRD-PARTY SITES**

QUINZE MAI can in no way be held responsible for the technical availability of website or mobile applications operated by third parties (including its possible partners) to which You might have access through the Sites.

QUINZE MAI is not responsible for the content, advertising, products and/or services available on third party website and mobile applications which are governed by their own terms of use.

QUINZE MAI is not responsible for the transactions between You and any advertiser, professional or retailer (including any partners) towards which You would be directed through the Sites and cannot be considered as a party to a dispute between You and a third party such as a dispute related to the delivery of products and/or services, or to the execution of obligations or guarantees incumbent to the latter.

## **Article 14 UPDATES TO THESE T&C**

QUINZE MAI reserves the right to modify, at any time, all or part of these T&C. Users will be informed of any substantial modification.

Any User refusing to accept the modified T&C cannot use the Services.

Users who continue to use the Services are deemed to have accepted the modified T&C, which will then be fully enforceable against them.

**Article 15      APPLICABLE LAW**

These T&C are governed by French law.

If the user is a business operator, then any dispute arising from these T&C will be under the exclusive jurisdiction of the courts of Paris.

**END OF DOCUMENT**