

**GENERAL CONDITIONS OF USE  
(GCU)  
Version n° 1 - 20/04/2021**

Article 1	Preamble	2
Article 2	Object	2
Article 3	Access to the site	2
Article 4	Acceptance of the general terms and conditions	2
Article 5	Description of services	2
Article 6	Registration	3
Article 7	Intellectual Property Rights	4
Article 8	Condition of use of services	4
Article 9	Confidentiality	5
Article 10	Prohibited behaviours	5
Article 11	Failures	5
Article 12	Limitation of responsibilities and guarantees	6
Article 13	Links and tiers sites	6
Article 14	Modification of GCU	7
Article 15	Applicable Law	7

## **Article 1 PREAMBLE**

"Eventime" – Simplified joint stock company with a capital of 36,000 Euro, registered in the Marseille RCS under the number 750 495 186, with its head office located 13 Rue du Docteur Combalat - 13006 Marseille, organizes the *GSA Live* congress (the "Congress" hereinafter). The web site [www.g-s-a.live](http://www.g-s-a.live) (the "Site" hereinafter) provides access to the contents related to the Congress.

## **Article 2 OBJECT**

The present general conditions of use (GCU) stipulates the rules and conditions of use of the services offered on the Site (the "Services" hereinafter). Access to the GCU is possible at all times through a direct link at the bottom of the page.

## **Article 3 ACCESS TO THE SITE**

### **Article 3.1 Condition of access**

Any web browser registered on [www.g-s-a.live](http://www.g-s-a.live) is allowed to check and navigate the Site (the "Participants" or "You" hereinafter).

### **Article 3.2 Legal capacity**

Without prejudice to the specific provisions applicable to Children's personal data, the Participant must enjoy full legal capacity to commit to the present GCU. Any individual who does not enjoy full legal capacity is not allowed to use the Services unless approved by her/his legal representative.

## **Article 4 ACCEPTANCE OF THE GCU**

The Participant undertakes to take cognizance and to respect the present GCU whenever accessing the Site. The acceptance of the GCU is confirmed by ticking the checkbox "I have read and accepted the General Conditions of Use" in the registration form. Once accepted, the GCU are binding to the Participant.

Eventime reserve itself the right to modify the GCU at any time and shall inform the Participant about such modification(s) at least fifteen (15) days prior to their entry in force. The Participant will have to accept any modification and/or any new version of the GCU to maintain her/his right to access the offered Services. The latest GCU version up to date shall be permanently accessible to any Participant on the Site via the "General Conditions of Use" or "GCU" link at the bottom of the home page. Any substantial change made to the present GCU shall be notified to the Participant as per the conditions stipulated in Article 15.

## **Article 5 DESCRIPTION OF SERVICES**

Eventime put at the disposal of the Participants Services not requiring registration (5.1) as well as Services requiring a registration on the Site (5.2).

### **5.1. Services without registration**

- Navigating the Site
- Viewing videos
- Reading the articles published on the Site
- Getting into contact with Eventime via the tab "Contact us" for information requests about our Services, such as "Becoming a Vendor", etc.

### **5.2. Services with registration**

- Attending the conferences and events proposed by the exhibitors or Eventime,
- Gaining access to any content recommended for oneself,
- Participating and exchanging with the other Participants,
- Downloading the documents of the exhibitors or of Eventime,
- Receiving Eventime newsletter,
- Receiving notification and text messages within the framework of the event.

## **Article 6 REGISTRATION**

### **Article 6.1. Registration procedure**

To have access to certain Services (Article 5.2), the Participant shall i) create her/his own Participant space ("Participant's Space" hereinafter), by filling the form provided for this purpose, ii) accept the contractual conditions applicable to the buyers and the vendors, iii) validate her/his account creation request by clicking on the link that will have been sent to the Participant's email address provided.

Registration to the Eventime Platform is free.

The Participant shall provide all the mandatory information marked by an asterisk. Incomplete registration shall not be validated. If the Participant so wishes, she/he will be allowed to provide optional information to be displayed the registration form, the latter information enabling Eventime to customize the products/services we may propose. In compliance with the regulation governing personal data, Eventime undertakes to collect the minimum number of data necessary as a function of the end purposes. Should you require more information on our personal data management policy, see the "Personal Data Charter" available on the present Site. The Participant guarantees that all the information provided in the registration form are correct, up to date and sincere. The Participant commits herself/himself to update the information should it be modified, so as to ensure that this information complies with the criteria stipulated. The Participant has been informed and accepts that the information provided to create or update her/his account shall be regarded as a proof of identity. The information entered by the Participant becomes binding upon validation. Notifications will be sent to the email address indicated in the Participant's profile. Hence, the Participant shall guarantee the validity of her/his email address. The Participant will have access at all time to her/his "Participant's Space", upon identification and password.

### **Article 6.2. Connection procedure**

The Participant commits to be the sole user of the Services and that she/he will not allow any third party to use the Services on her/his behalf/account, except under her/his sole and total responsibility. The Participant shall be responsible for the confidentiality of her/his identification details and password which are strictly personal. If the Participant's identification/password are lost, stolen or fraudulently used, the Participant shall immediately inform Eventime of the situation.

Any connection or data transmission made using the Participant's identifications shall be deemed to have been made by the Participant under her/his sole responsibility. Consequently, Eventime shall not be held responsible for the fraudulent use by a third party of the Participant's identifications.

### **Article 6.3. Deregistration procedure**

The Participant may at any time deregister from the Newsletter subscription and/or cancel her/his Participant's Space. The Participant's account deregistration procedure is as follows:

- go to the "Parameters" tag then click on "Delete my account". The Participant is informed that her/his deregistration leads to the removal of her/his "Participant's Space" and concerns all the Services offered on the Site,

or:

- send an account removal request to the email: [contact@eventime-group.com](mailto:contact@eventime-group.com).

Upon reception of the deregistration request by Eventime, the latter will then rapidly deactivate the Participant's account. Upon removal of her/his account, the Participant's contributions via the blog or any comments made shall be anonymized. Concerning the final removal of the Participant's personal data, the Participant is invited to refer to the procedure described in the Charter in the part dealing with personal data management. Moreover, Eventime may decide to end the Services. The Uses shall be informed of such decision by email at least one month before the termination of the Services.

## **Article 7 INTELLECTUAL PROPERTY**

The systems, software tools, structures, infrastructures, data bases and contents of any nature and format (texts, images, visual material, music, logos, brands, data bases, etc.) exploited by Eventime on the Site are protected by intellectual property rights or data base producer's rights in force. Any dismantling, decompilation, decyphering, extraction, reutilization, copy and more generally any form of reproduction, representation, diffusion and utilization of any of these elements, entirely or partially, without Eventime's authorization, is strictly prohibited and may trigger legal action.

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

Without prejudice to other obligations stipulated in the present document, the Participant commits herself/himself to respect the following obligations. Whenever using the Services the Participant commits herself/himself to respect the laws and regulations in force and not to adversely affect the rights of any third party and not to violate public order. Eventime's responsibility cannot be engaged in that respect and the Participant commits herself/himself to guarantee Eventime's lack of responsibility should the Participant violate this obligation. The Participant acknowledges being cognizant with the characteristics and constraints – especially the technical ones – associated with the Services. The Participant is sole responsible for her/his utilization of the Services which she/he commits herself/himself to utilize with appropriate caution and judgement. Moreover, the Participant commits to: i) in her/his exchanges, respect the usual rules of politeness and courtesy; ii) make a strictly personal use of the Services; iii) provides all information necessary to execute correctly the Service; iv) more generally, to cooperate actively with Eventime; v) not affect or violate public order, public decency, or the rights to any third party; vi) not violate any legal or regulatory provisions and more generally to refrain from any action that could engage Eventime's civil or penal responsibility.

The Participant has been informed and agrees that:

- the utilization of the Services necessitates the Participant's connection to the Internet and the quality of the Services relies entirely on the connection for which the Participant is sole responsible;

- the utilization of certain functionalities of the Site necessitates that the Participant has a personal account on certain social networks for which she/he is sole responsible. Should a User produce defamatory, abusive, racist, homophobic content when utilizing the Services, Eventime – upon being informed thereof – has the possibility to remove the above-mentioned contents. The Participant guarantees Eventime against any complaints, claims, actions and/or revendications that could be made against Eventime as a result of the violation by the Participant of any of its obligations or guarantees as stipulated in the present GCU. The Participant commits herself/himself to compensate Eventime for any prejudice it may suffer and to pay for all the costs, charges and/or convictions that could result from the Participant's behaviour.

### **Article 9 CONFIDENTIALITY**

The information communicated to the Participant within the framework of her/his utilization of the Services pertain to Eventime's know-how or intellectual property rights and as such is considered as confidential. The Participant commits herself/himself and her/his service providers/subcontractors to take all necessary measures to maintain the secret, the confidentiality and the security of the information she/he may have access to when using the Services, and to ascertain that such information is not divulged to any third party either during the utilization of the Services or for a period of five (5) years afterwards. The Participant commits to destroy any copy of the information support in her/his possession following the utilization of the Services. The Participant guarantees that such commitments will also apply her/his employees, service providers or subcontractors.

### **Article 10 PROHIBITED BEHAVIOURS**

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

- to engage in illegal, fraudulent activities or in any activity likely to affect the rights or safety of third parties,
- to violate public order or the laws and regulations in force,
- to break into the IT system of Eventime or of any third party or to engage in any activity which could damage, control, interfere or intercept – entirely or partially – the IT system of Eventime or of any third party, and/or to violate the integrity or security thereof,
- to send unsolicited prospection or commercial emails,
- any manipulation intended to improve the referencing of a third party site,
- the crawling or illegal extraction of contents of the Site by means of robots or any other feature with the view to copy data stored in the servers of Eventime or of any of its service providers,
- to encourage or support, in any way and in any form whatsoever, one or several acts above described,
- and more general to engage in any practice that diverts the Services from its initial purposes. The Participants are strictly forbidden to copy and/or divert for their own purposes or for a third party the concept, the technologies, the data or any other element of the Site.

The following actions or behaviours are also strictly prohibited:

- (i) any behaviour which could interrupt, suspend, slow down or impede the continuity of the Services,
- (ii) any intrusion or attempt thereof into Eventime's systems,

- (iii) any diversion of the Site system resources,
- (iv) any actions that could impose a disproportionate load to the Site infrastructure,
- (v) any violation of the security and authentication measures,
- (vi) any actions that could affect the financial, commercial or moral rights of Eventime or of the Site users,
- (vii) more generally, any failure to comply with the present GCU. It is strictly prohibited to profiteer, sell or cease all or part of the access to the Services or to the Site, and to the information hosted or shared.

### **Article 11 FAILURES**

Should a Participant fail to comply with or violate any of the provisions of the GCU, especially the laws and regulations in force, Eventime reserves itself the right to undertake any measure deemed appropriate, and more especially to:

- suspend, remove or prohibit access to the Services to the Participant who either committed the violations or took part in it,
- inform the authority(ies) concerned of the decision,
- engage in a legal action if deemed necessary.

### **Article 12 LIMITATIONS OF RESPONSIBILITIES AND GUARANTEES**

Eventime's responsibility is limited to the provision of the means described herein and to the facilitation of contacts between the Participants and the exhibitors of the Congress, being understood that Eventime is held only by a "best effort" obligation with no obligation of results, a principle that the Participants acknowledge and approve. Eventime commits to perform regular controls to ascertain the Site proper operation and accessibility. In that respect, Eventime reserves itself the right to momentarily suspend access to the Site for maintenance purposes. Eventime's responsibility shall not be engaged for momentarily difficulties or denied access to the Site for reasons external to Eventime scope of management, situation of force majeure, dysfunction/disruption of telecommunication networks. Eventime does not guarantee:

- (i) that the Services which are undergoing permanent research and development works in order to improve their performance and operation, shall be totally exempt of errors, vices or defects,
- (ii) that the Services - designed as a standard system – are not proposed to serve the sole purpose of one User and her/his personal specific needs and expectations. In no circumstances shall Eventime be held responsible for the inexactness of the information provided by the Exhibitors in the Congress, for the impossibility to use the Services, loss of operation or of profit, loss of data, or for any indirect damage related to the access to the Site or to the utilization of the Services. In all circumstances, the Client shall bring the proof that Eventime's fault is the direct cause of her/his prejudice.

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

Eventime shall not be held responsible for the technical availability of the Internet sites or mobile applications operated by third parties (including Eventime's possible partners) which could be accessed by a Participant via the Site.

Eventime shall not be held responsible for the contents, advertisements, products and/or services available on third party's sites or mobile applications which are governed by their own conditions of use.

Eventime shall not be held responsible for any transactions between the Participant and any advertiser, professional or vendor (including her/his own partners) who the Participants might have been directed to via the Site, and shall not be held responsible for any dispute between the Participant and any third party concerning the delivery/provision of products and/or services, the guarantees, declarations and other obligations binding such third parties.

#### **Article 14 MODIFICATION OF THE GCU**

Eventime reserves itself the right to modify partially or entirely at any time, the present GCU.

The Participant shall be informed about any substantial modification.

Any Participant who rejects the modified GCU will be denied access to the Services.

Any Participant who continues using the Services is deemed to have accepted the modified GCU which will then be binding.

#### **Article 15 APPLICABLE LEGAL SYSTEM**

The present GCU are governed by French law.

If the Participant is a vendor, any dispute arising from the present GCU shall fall within the exclusive jurisdiction of the Marseille Courts of Law.

#### **FIN DU DOCUMENT**