

## General conditions of use of the Pigeon-master.news website

### ARTICLE 1 - INFORMATION

The present General Terms of Use detail all the rights and obligations of the user (hereinafter "the User"), an adult natural person with full legal capacity or a legal entity, acting or not acting within the framework of his professional activity, as a User of the site published by the company the Publisher and/or its subsidiaries (hereinafter "the Site").

The use and browsing of the Site imply the pure and simple acceptance of these general terms and conditions. In this context, the User expressly acknowledges that, before using and browsing the Site, he or she has read all the information below and expressly accepts them.

### ARTICLE 2 - DEFINITIONS

2.1. Publisher: The publisher of this site is:

La Voix du Nord

Limited company with a Board of Directors and capital of 450,000€.

RCS Lille n°457 507 267

Registered office: 8, Place du Général de Gaulle, CS 10549, 59023 Lille Cedex, France

serviceclients@lavoixdunord.fr

03 66 880 200

2.2 GCU or General Terms and Conditions of Use: refers to all the stipulations set out herein, the purpose of which is to define the terms and conditions and the rules of access and use of the Website published by La Voix du Nord.

2.3 Content - Information: refers to all the elements disseminated via the Internet on the Website and in particular information, photographs, videos, images, graphics, and any other element, good or service.

2.4. Site: refers to all the products and services offered by La Voix du Nord on the Internet from the address [www.lavoixdunord.fr](http://www.lavoixdunord.fr) and the mobile application.

2.5. User: designates any natural person having access to the Site, on a non-professional basis, regardless of their location and the terms and conditions of their connection to the Site. The User may therefore be a Subscriber, a Subscriber or, more generally, a simple Internet user.

2.6 Subscriber refers to a private individual, a French or foreign natural person, who consults, in a non-professional capacity, and who has registered to access the Site's Services.

2.7. Subscriber: designates an individual, natural person, French or foreign, who consults, in a non-professional capacity, and who, in addition to being registered, has subscribed to the Site's Services and Content.

2.8. Personal data: Refers to any optional or compulsory information relating to an identified natural person or who can be identified, directly or indirectly, by reference to an identification number or one or more elements specific to him/her (surname, first name, address, e-mail address, telephone number, access codes to the service, etc.).

2.9. Account: Personal identification space allowing the User to subscribe, comment on articles, receive various Newsletters from the Publisher and its partners as well as to access certain exclusive content.

The purpose of this unique account is to identify the User on the various editorial sites of the Publisher's Group.

The information required for the creation of the Account is email, password, surname, first name, postal address, telephone number.

### ARTICLE 3 - TRIAL OFFER - ACCESS LIMITATIONS FOR SUBSCRIPTIONS

A 30-day trial offer is proposed to each new User and Registered User when creating his Account. This offer gives him/her access to all the Subscriber Content.

At the end of the 30 days, access under this offer ends automatically unless the Subscriber wishes to take out a subscription.

Except for the freely accessible content, the consultation and/or use of the content in the context of an order or a subscription must comply with these Terms and Conditions and is limited to 5 media (whether computers, tablets, smartphones, etc.) and, in any event, to 3 simultaneous connections.

The User undertakes not to connect, or attempt to connect, simultaneously utilizing more than 3 of the 5 authorised media to consult the content concerned by an order or subscription.

Each subscription or each order is strictly limited to the User's personal use.

If any use that does not comply with these Terms of Use is observed, the Publisher reserves the right to interrupt the subscription, access to the Site and/or the digital editions without notice and without giving rise to any right to damages to the benefit of the User.

#### **ARTICLE 4 - INTELLECTUAL PROPERTY RIGHTS**

The Content available on the Site is provided by the Publisher and its affiliates, as well as by third parties.

By connecting to the Site, the User accesses Content protected by law, in particular by the provisions of the Intellectual Property Code (in particular copyright and trademark law). The use and browsing of the Site therefore do not confer on the User any intellectual property rights over the Content.

The Publisher only authorises strictly personal use of the Content to which the User has access, limited to temporary storage on his computer for display on a single screen, as well as reproduction, in a single copy, for backup copy or printing on paper and on condition that all the mentions appearing on the Content and relating to rights are reproduced without modification on the said copy.

In general, and without this list being considered exhaustive, the User undertakes to :

- download the Information on his equipment only for exclusively personal, non-commercial and limited time use;
- print the downloaded Information on paper only on the condition that the copies made in this way are for exclusively personal use, which excludes, in particular, any reproduction for professional or commercial purposes or mass distribution, whether free of charge or for a fee;
- not to copy all or part of the site on another site or an internal company network;
- not to reproduce or summarise the digital version of the Information for review or press panorama purposes;
- not to produce a press review or press panorama from the Information or photographs indicated as belonging to a third-party service provider, nor to re-use this Information to offer it on any medium whatsoever outside the strict legal framework of private copying;
- not to reproduce, summarise, alter, modify, move, remove, replace or redistribute, without the prior written authorisation of the Publisher, the editorial content of the Information (text, articles, title etc.) and/or reproduction (illustrations, photos etc.) and/or the name, logo, trademark of the Publisher and/or the owners and/or any other information relating to the rights of the Publisher and/or the owners on the Information;

- not to extract or re-use, including for private purposes, without the prior written authorisation of the Publisher, a substantial or non-substantial part of the content of the databases and archives constituted by the Site;
- to set up control systems adapted according to technical developments to avoid any "pirating" of the Information and in particular to avoid the illicit use or contrary to the present General Conditions of Use of any information in any way and any form whatsoever;
- to inform the Publisher as soon as it becomes aware of any "hacking" and in particular of any illicit or non-contractual use of the Information and this regardless of the means of distribution used.

Violation of these mandatory provisions subjects the User and all persons involved in the criminal and civil penalties provided for by law. Furthermore, the holders of the rights to the copied Content may take legal action against it. In this case, the User would be obliged to compensate the Publisher or its affiliates for all damages caused.

Any other use is subject to the express and prior authorisation of the Publisher.

#### ARTICLE 5 - COMMITMENTS OF THE SUBSCRIBER

The Subscriber can write comments under the articles. When the Subscriber posts content under one of these headings, he or she guarantees that he or she holds the rights to the content or is authorised to post it on the Site.

As a result, he guarantees the Publisher at the latter's first request against any claim by third parties relating to the Subscriber's comments.

Similarly, the Subscriber guarantees that he or she or the owner of the content, if he or she is not himself or herself the owner of the content, has expressly granted the Publisher a free and irrevocable right to use, reproduce, modify, adapt, publish, translate, broadcast, create derivative works, distribute, disclose the content (in whole or in part) and/or include this content in other works in any form, means of communication or technology is known or that could be developed, for the duration of all existing rights to this content. It also acknowledges the Site Subscribers' right to use this content for personal non-commercial purposes.

The Subscriber undertakes not to propose to the public in particular links, messages, images, texts, videos, sounds, animations or programmes that may harm the image of the Site's service.

The expressly prohibited subjects are in particular those that may infringe intellectual property rights, privacy, press law (defamation...) and good morals, and those that constitute

an incitement to crime or misdemeanour in general, and in particular racial hatred, suicide... Thus, the Subscriber undertakes to ensure that its publications do not contain any violation of the intellectual property rights of third parties, attacks on persons and/or public order and morality (in particular apologies for crimes against humanity, incitement to racial hatred, violent content, incitement to terrorism, pornography, violation of regulations on the protection of personal data, etc.). ).

The Subscriber undertakes not to disseminate any virus, Trojan horse or computer worm, or any other harmful program through the Site's service.

The texts and images appear under the sole responsibility of the Subscriber who disclosed them. The Publisher is released from any liability of any kind that it may incur as a result of this insertion. The Subscriber of the service guarantees that this insertion is lawful concerning the regulations and that he has obtained all prior authorisations that may be necessary, and will substitute himself at the first request of the Publisher for the payment of any damages and interest claimed from the latter.

The Publisher reserves the right to refuse, purely and simply, without having to specify the reasons, the distribution of a message, text, image, etc. whose nature or presentation would appear to be contrary to its moral or commercial interests and without the Subscriber being able to claim any compensation whatsoever.

The Publisher shall not be held liable for any errors or involuntary omissions on its part in a message, text, image, etc. that the Subscriber may disseminate through it.

In the event of failure to comply with the above-mentioned commitments, and in particular, in the event of a complaint by a third party in the form of a notification, the Publisher reserves the right to delete, without any formality or prior information of the Subscriber concerned, any content published by the Subscriber.

#### ARTICLE 6 - PROCEDURE FOR WARNING AND REPORTING ABUSE

Following the provisions of article 6-I-7 of the law for confidence in the digital economy of 21 June 2004, any person may report at any time the publication on the Site of any message of disputed nature of which he or she is aware, in particular those that fall within the scope of the offences referred to in the 5th and 8th paragraphs of article 24 of the law of 29 July 1881 relating to freedom of the press and articles 227-23 and 227-24 of the Criminal Code.

The Site will promptly inform the competent public authorities of any illicit activities mentioned above.

To do so, simply contact the Site Publisher at the address indicated in article 2.1.

## ARTICLE 7- LIABILITY

The Subscriber declares that he accepts the characteristics and limitations of online service, and in particular, acknowledges :

- that the Publisher is bound by a simple obligation of means;
- that he is aware of the hazards of online consultation, in particular concerning response times;
- that it is his responsibility to take all necessary measures to ensure that the technical characteristics of his computer and/or computer network allow him to access the Site;
- that he acknowledges that he is solely responsible for his access to the Internet;
- that it is up to the User to take all appropriate measures to protect his or her own data and/or software from contamination by any viruses circulating on the Internet or contracted by any other electronic means.

As a result, the Publisher does not grant any express or implicit guarantee concerning browsing on the Site. The User is responsible for the choice of this service and for the use and interpretations he makes of the documents obtained on the Site. Navigation on the Site and their use by the User is therefore under his sole responsibility and at his own risk.

Generally speaking, under no circumstances is the Publisher liable for any indirect damage that may be caused by browsing on the Site. By express agreement and without this list being considered exhaustive, any moral or commercial prejudice, loss of profits, turnover, orders, income, clientele, loss of data and any action directed against the User and the resulting consequences are considered as indirect damages.

## ARTICLE 8 - PERSONAL DATA

The User undertakes to ensure that this compulsory information is complete, accurate and constantly updated. He may modify them in the "CHANGE MY PROFILE" section at any time.

The Personal Data communicated by the User is intended for the Publisher. The latter undertakes to respect the confidentiality of these Personal Data and to process them following the provisions of Law No. 2004-801 of 6 August 2004 on the protection of individuals concerning the processing of personal data and amending Law No. 78-17 of 6 January 1978

on data processing, data files and individual liberties ("Data Protection Act") and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

The Publisher will use this data to enhance and personalise communication and to customise the Site according to the preferences noted by Internet users.

The Publisher may also provide its partners with consolidated statistics relating to Users, but these statistics will not contain any personal data.

When creating or consulting his Account, the User may choose to receive by e-mail offers, in particular commercial offers, sent by the Publisher and/or its subsidiaries and concerning its commercial partners, as well as commercial proposals sent by the Publisher's partners.

The Editor reminds that if the User changes his mind and no longer wishes to receive certain categories of emails, he may at any time configure his choices concerning the sending of emails by going to the Site, accessing his profile, and/or through a link that will be present in emails of this nature.

According to the French Data Protection Act of 6 January 1978 as amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the User has the right to access, modify, limit, delete, oppose, rectify and make use of personal data concerning him/her and stored by the Publisher. The Publisher may ask the User to provide a photocopy of his or her identity document or that of the holder of parental responsibility with his or her request.

The User may exercise the aforementioned rights by sending his/her request (indicating e-mail address, surname, first name, postal address) to Délégué à la Protection des Données Personnelles, La Voix du Nord, 8 Place du Général de Gaulle CS 10549, 59023 LILLE CEDEX or by e-mail to [dpo@rossel-lavoix.fr](mailto:dpo@rossel-lavoix.fr).

CNIL Declaration: N°1204310

#### ARTICLE 9 - USE OF COOKIES

Cookies are used by the Publisher on the Site, in particular, to improve its quality.

For more information, the User may consult the "Cookies" page of the Site.

#### ARTICLE 10 - UNAVAILABILITY OF THE SITE

The Site is accessible 24 hours a day, 7 days a week worldwide.

However, the Publisher reserves the right to interrupt access to the service without notice, in particular :

- To carry out a technical intervention or any maintenance operation.

- In the event of use of the Site in a manner contrary to the present conditions.
- If the Site receives a notice notified by a competent authority following Article 6 II of Law No. 2004-575 of 21 June 2004 for confidence in the digital economy.

## ARTICLE 11 - HYPERTEXT LINK

The Publisher reserves the right to establish a hypertext link with other sites.

The Publisher has no means of controlling these third party sites and therefore excludes all responsibility and guarantee, particularly concerning the content offered.

The Publisher is not responsible for the possible unavailability of such third party sites.

## ARTICLE 12 - COMPLIANCE WITH PUBLIC POLICY

The User undertakes to respect the laws and regulations in force, good morals and public order.

## ARTICLE 13 - AUTONOMY OF THE CLAUSES OF THE CGU

If one of the clauses of these general terms and conditions should be declared inapplicable, this inapplicability shall not affect the application of the other provisions.

## ARTICLE 14 - MISCELLANEOUS

### 14.1 Applicable Law and Jurisdiction



The Terms and Conditions are governed by French law. The interpretation and execution of the present terms and conditions fall within the jurisdiction of the courts as provided for by law.

#### 14.2 Prior claim

In the event of a complaint or dispute, the Customer should first contact the Publisher's Customer Service department:

- By e-mail: [serviceclients@lavoixdunord.fr](mailto:serviceclients@lavoixdunord.fr)
- By telephone : 03 66 880 200
- By post to Pierre Bockstael

The Voice of the North

Customer Service - CS 10549

8, Place du Général de Gaulle

59023 Lille Cedex

#### 14.3 Conventional Mediation and Alternative Dispute Resolution

If the dispute is not settled by the Customer Service or if there is no response from the Customer Service within two months, the Customer is informed of his right to have recourse to conventional mediation with the CAREN, the Publisher's mediator:

- Through its website, where a form is available: <http://www.caren-adr.org/fr/>.
- By e-mail: [contact@caren-adr.org](mailto:contact@caren-adr.org) / [carengent@gmail.com](mailto:carengent@gmail.com)
- By post to :

The CAREN

Place Théâtre

59800 Lille

The mediator will attempt, in complete independence and impartiality, to bring the parties together to reach an amicable solution. The parties to the contract remain free to accept or refuse the recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.