

Legal notices and terms and conditions for the use of the CLUB MAGNUM website

Definitions:

Site: the website situated at the following address: <https://clubmagnum.com>.

Company: SAS CLUB MAGNUM.

Customer: any private individual or legal entity, competent under the terms of articles 1145 and following of the Civil Code, who visits the Site.

Content: all the elements that make up the information presented on the Site, including text, images and videos.

Customer information: hereinafter referred to as the "Information", which corresponds to all the personal data that may be held by CLUB MAGNUM in order to administer your account, manage customer relations and produce analyses and statistics.

User: an Internet user who connects to and uses the Site.

Personal information: information that may be used, in any form whatsoever, directly or otherwise, to identify the individuals to whom they apply (article 4 of Law no. 78-17 of 6 January 1978).

The meaning of the terms "personal data", "person concerned", "subcontractor" and "sensitive data" is defined by the General Data Protection Regulation (GDPR: no. 2016-679).

1. Presentation of the website:

By virtue of article 6 of Law no. 2004-575 of 21 June 2004 relating to confidence in the digital economy, users of the website "<https://clubmagnum.com>" are informed of the identity of the different people involved in its production and monitoring:

- Owner: SAS CLUB MAGNUM

– Equity capital: 20,000 €

– Registered office: 37 rue Elsa Triolet, Parc Valmy - 21000 DIJON – RCS DIJON 843 903 881 –

Intracommunity VAT: FR15843903881 – Telephone: +33 (0) 7 85 14 49 68.

- Publication Manager: LAING Michaël – mike@clubmagnum.com.

- Webmaster: UNITED CREATIVES LTD - 513 Barlow Moor Road Chorlton, Manchester M21 8AQ, United Kingdom.

- Host: ZEN INTERNET LTD – Sandbrook Park, Sandbrook Way, Rochdale OL11 1RY, United Kingdom.

- Data protection coordinator: LAING Michaël – mike@clubmagnum.com.

2. General terms and conditions for the use of the site and the services proposed:

The Site constitutes an intellectual work and is protected by the provisions of the Intellectual Property Code and the applicable International Regulations.

The Customer or User may in no circumstances re-use, transfer or exploit all or part of the elements or works that make up the Site on his own behalf.

Use of the Site implies full acceptance of the terms and conditions of use set out below. These terms and conditions of use may be amended or added to at any time: we therefore recommend that Users of the Site consult them regularly.

The Site is normally accessible to Users at any time. However, it may be decided to close the Site for technical maintenance; the Publication Manager will make every effort to inform Users in advance of the intervention dates and times.

The Site is regularly updated. Similarly, the legal notices may be amended at any time: however, Users are bound by them and should therefore refer to them as often as possible.

3. Description of the services provided:

The purpose of the Site is to:

- provide information about all the Company's activities,
- provide access to a virtual space in which Users can exchange information, confirm orders and find information on proposed topics,
- sell the Site's advertising spaces.

The Company makes every effort to ensure that the information on the Site is as accurate as possible. However, it may not be held liable for any omissions, inaccuracies or deficiencies in its updating, whether these are the responsibility of the Site or of outside partners who provide this information.

All the information provided on the Site is given for guidance purposes only and may change.

Furthermore, the information provided on the Site is not comprehensive. It is given subject to any amendments that may have been made since it was put online.

4. Contractual limitations concerning the technical data:

The Site uses JavaScript, HTML and PHP technologies.

The Site may not be held liable for any material damage resulting from its use. Users of the Site undertake to access the Site using recent, virus-free equipment and an updated latest-generation browser.

The Site is hosted by a service provider within the European Union, in accordance with the provisions of the General Data Protection Regulation (GDPR: no. 2016-679).

The aim is to provide a service that offers the highest possible level of accessibility.

The host provides service continuity 24 hours a day, every day of the year. However, he reserves the option of closing down the hosting service for the shortest possible periods in order to carry out maintenance, improve his infrastructures, resolve infrastructure problems or if the Services generate what is considered to be abnormal traffic. The Company and the host may not be held liable for any malfunctions relating to the Internet, the telephone lines or computer or telephone equipment, caused in particular by a network overload preventing access to the server.

5. Intellectual property and copyright infringement:

The Company owns the intellectual property rights and holds the usage rights on all the elements that may be accessed on the Site, including texts, images, graphics, logos, videos, icons and sounds.

All forms of reproduction, representation, modification, publication or adaptation of all or part of the elements of the Site, regardless of the means and processes used, are prohibited unless the Company has given its prior written consent.

Any unauthorised exploitation of the site or any of the elements it contains will be considered to amount to a copyright infringement and prosecuted in accordance with the provisions of articles L.335-2 and following of the Intellectual Property Code.

6. Liability limitations:

The Company acts as the publisher of the Site and is liable for the quality and veracity of the Content that it publishes.

The Company may not be held liable for any direct or indirect damage caused to the User's equipment when accessing the Site and resulting either from the use of equipment that does not meet the specifications mentioned in point 4, or from the appearance of a bug or an incompatibility. Furthermore, the Company may not be held liable for any indirect damage (e.g. loss of a contract or lost opportunity) resulting from the use of the Site.

Interactive spaces (opportunity to ask questions in the Contact space) are available to users.

The Company reserves the right, without prior notice, to delete any content posted in this space that contravenes the legislation applicable in France and, in particular, the provisions relating to data protection.

Where necessary, the Company also reserves the option of invoking the User's personal and/or criminal liability, particularly in cases involving messages of a racist, insulting, defamatory or pornographic nature, regardless of the medium used (text, photograph, etc.).

7. Personal data management:

The Customer is informed of the regulations concerning marketing communication, the Law of 21 June 2014 relating to confidence in the Digital Economy, the French Data Protection Act of 6 August 2004 and the General Data Protection Regulation (GDPR: no. 2016-679).

7.1 Personal Data collection coordinators

For the Personal Data collected while setting up the Customer's personal account and during his browsing on the website, the Personal Data processing coordinator is: the Company, represented by its legal representative.

As the processing coordinator for the data that it collects, it undertakes to comply with the framework of legal provisions in force. It is responsible in particular for establishing the purposes for which the data are processed, for providing its prospects and Customers, following a request for their consent, with full information about the processing of their Personal Data and for keeping a processing register that reflects the reality of the situation.

Whenever the Company processes Personal Data, it takes all reasonable steps to ensure the accuracy and relevance of the Personal Data with regard to the purposes for which it is processing them.

7.2 Intended uses of the collected data

The Company may process all or part of the data in order to:

- support browsing on the Site and the management and traceability of the services ordered by the user: connection and Site usage data, billing, order history, etc,
- prevent and fight against computer fraud (spamming, hacking...): computer equipment used for browsing, IP address, password,
- improve browsing on the Site: connection and usage data,
- carry out optional satisfaction surveys on the Site,
- run communication campaigns (SMS, email): telephone number, email address.

The Company does not sell the collected Personal Data, which are used only out of necessity or for statistical and analytical purposes.

7.3 Right to access, correct and oppose the use of Personal Data

In accordance with the European regulations in force, Users of the Site have the following rights:

- the right to access (article 15 GDPR), correct (article 16 GDPR), update and complete User data;
- the right to block or erase personal User data (article 17 GDPR) where they are inaccurate, incomplete, equivocal or out of date, or where their collection, use, communication or storage is prohibited;
- the right to withdraw a consent at any time (article 13-2c GDPR);
- the right to limit the processing of User data (article 18 GDPR);
- the right to oppose the processing of User data (article 21 GDPR);
- the right to the portability of the data that Users have provided, where these data undergoes automatic processing based on their consent or on a contract (article 20 GDPR);
- the right to decide what happens to the User data after their death and to choose the person to whom the Site must communicate their data (or not).

When the Company becomes aware of a User's death or liquidation/disappearance and, if he has left no instructions, it undertakes to destroy his data unless it turns out to be necessary to keep them for purposes of proof or to meet a legal obligation.

If the User wishes to know how the Company uses his Personal Data, to ask to correct them or to oppose their processing, he may contact Michaël LAING in writing at the following address: SAS CLUB MAGNUM, Monsieur Michaël LAING, 37 rue Elsa Triolet, Parc Valmy – 21000 DIJON.

In this case, the User must specify which Personal Data he would like the Company to correct, update or delete and must identify himself using a copy of his identity card or passport).

Requests to delete Personal Data will be subject to the obligations imposed on the Company by the law, particularly relating to document storage or archiving.

Finally, Users of the Site may lodge a complaint with the control authorities, particularly CNIL (<https://www.cnil.fr/fr/plaintes>).

7.4 Non-communication of personal data

The Site undertakes not to process, host or transfer the Information collected from its Customers to a country outside the European Union or recognised as unsuitable by the European Commission without first informing the Customer.

However, the Company remains free to choose its technical and commercial subcontractors on the condition that they offer sufficient guarantees in relation to the requirements of the General Data Protection Regulation (GDPR: no. 2016-679).

The Company undertakes to adopt all necessary precautions to protect the security of the Information and in particular to ensure that it is not communicated to unauthorised persons.

However, if the Company is made aware of an incident affecting the integrity or confidentiality of the Customer's Information, it must inform the Customer as soon as possible and let him know what steps have been taken to correct the problem. Furthermore, the Company does not collect any sensitive data.

The User's Personal Data may be processed by the Company's subsidiaries and subcontractors (service providers) for the sole purpose of fulfilling the aims of this policy.

Within the limits of their respective responsibilities and for the purposes mentioned above, the individuals most likely to have access to Site user data are mainly our customer service employees.

8. Incident notification:

Despite every effort, no Internet transmission method and no electronic storage method is completely secure. The Company cannot therefore guarantee total security.

If the Company were to become aware of a security breach, it would warn the users concerned so that they could take the appropriate steps. The incident notification procedures take into account both our national and European legal obligations. The Company undertakes to keep its customers fully informed of any issues relating to the security of their account and to provide them with the information they need to help them meet their own regulatory obligations with regard to reporting. No personal Site user information is published without the User's knowledge, nor is it exchanged, transferred, assigned or sold on any medium whatsoever to third parties. Only in the situation in which the Company and/or Site and its rights were bought out would the said information be passed on to the buyer who would in his turn be bound by the same obligation to store and modify the data vis-à-vis the Site User.

To protect the security and confidentiality of the Personal Data and Personal Health Data, the Company uses networks protected by standard systems such as a firewall, use of pseudonyms, encryption and passwords. When processing Personal Data, the Company takes all reasonable steps to protect them against loss, diverted use, unauthorised access, disclosure, alteration or destruction.

9. Hypertext links, cookies and internet tags:

The Site contains a certain number of hypertext links to other sites, which have been put in place with the consent of their managers. However, the Company is unable to check the content of the sites thus visited and therefore accepts no liability for this.

Unless you decide to de-activate any cookies, you accept that the Site uses them, if it contains them. You may at any time de-activate these cookies free of charge using the de-activation options open to you which are set out below, bearing in mind that this may reduce or prevent access to all or part of the Services proposed by the Site.

9.1. Cookies

A cookie is a small computer file sent onto the User's browser and saved in the User's terminal (e.g. computer, smartphone), (hereinafter referred to as "Cookies"). The file contains information such as the User's domain name, Internet access provider and operating system and the access date and time. In no circumstances will the Cookies risk damaging the User's terminal. The Company may process the User's information concerning his visit to the Site, such as the pages he has consulted and the searches he has carried out. This information helps the Company to improve the Site content and the User's browsing experience. As the Cookies facilitate browsing and/or the provision of the services proposed by the Site, the User can configure his browser to enable him to decide whether he wishes to agree to the Cookies being saved in the terminal or whether they should be rejected automatically or according to who has sent them. The User may also configure his browser software to check whether he wishes to accept or refuse Cookies before they are saved in his terminal. The Company informs the User that, in this case, not all his browser software functionalities will be available. If the User refuses to allow Cookies to be saved in his terminal or browser, or if he deletes the Cookies that are saved there, his browsing and experience on the Site may be limited. This may also be the case if, for the purpose of technical compatibility, the Company or one of its service providers is unable to recognise the type of browser used by the terminal, the language and display settings or the country from which the terminal appears to be connected to the Internet. Where relevant, the Company declines all liability for the consequences of a deterioration in the functioning of the Site and the services proposed, resulting from the User's refusal to accept Cookies or the impossibility for the Company to save or consult the Cookies needed for their smooth running due to the User's choice. Each browser configuration for Cookie management and User choice is different. It is described in the browser help menu, which explains how the User can modify his wishes with regard to Cookies. The User may at any time choose to express or modify his wishes with regard to Cookies. The Company may also call on the services of external service providers to help collect and process the information described in this section. Finally, by clicking on the social network icons such as Twitter, Facebook, LinkedIn, Google Plus, etc, shown on the Site or in his mobile application and if the User has agreed to cookies being deposited on his terminal and continues browsing on the Company Website or mobile application, Twitter, Facebook, LinkedIn and Google Plus may also deposit cookies on the User's terminals (computer, tablet, mobile phone).

These types of cookies are only deposited on your terminals on the condition that you have agreed to them by continuing to browse on the Site or mobile application. However, the User may at any time go back on his consent to the Company depositing this type of cookie.

9.2. Internet tags

The Site may occasionally use Internet tags (also known as action tags, single-pixel GIF, transparent GIF, invisible GIF and one on one GIF) and deploy them via a specialist Web analyst partner who may be located in a foreign country (and therefore storing the corresponding information, including the User's IP address in a foreign country).

These tags are placed in the online advertising that allows Internet users to access the Site and on the various pages of the Site.

The Company uses this technology to evaluate visitors' responses to the Site, the effectiveness of its actions (e.g. the number of times a page is opened and the information consulted) and the User's use of the Site.

The external service provider may use these tags to collect information about visitors to the Site and other websites, draw up reports on Site activity for the attention of the Company and provide other services relating to the use of the Site and the Internet.

10. Applicable law and assignment of jurisdiction:

All disputes relating to the use of the Site are subject to French law. Apart from cases in which the law does not allow it, the competent courts in Dijon shall have sole jurisdiction.