

General terms and conditions of use

Effective as of 31/07/2020

The purpose of these general terms and conditions of use (known as the "**GTCU**") is to provide a legal framework for the terms and conditions under which SARL MagicBus makes the site and services available and to define the conditions of access and use of the services by the "**User**".

The present GCU are accessible on the site under the heading "**GTCU**".

Any registration or use of the site implies the acceptance without any reserve or restriction of the present GTCU by the User. When registering on the site via the Registration Form, each user expressly accepts these GTCU by ticking the box before the following text: *"I agree to the General Terms and Conditions of Use"*.

In case of non-acceptance of the GTCU stipulated in this contract, the User must renounce access to the services offered by the site.

magicbusworld.com reserves the right to unilaterally modify the content of these GTCU at any time.

Article 1 : Legal information

The publishing of the magicbusworld.com website is carried out by the company SARL MagicBus with a capital of 8000 euros, registered at the RCS of Toulouse under the SIREN number 848 539 169, whose head office is located at 31 Résidence du Château 31150 Fenouillet FRANCE.

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Heroku company is hosting the magicbusworld.com website. Heroku, Inc. is headquartered at Heroku, Inc. 650 7th Street San Francisco, CA 94103, USA. Contact: www.heroku.com/contact

ARTICLE 2 : Access to the website

The magicbusworld.com website allows the User free access to the following services:

- Online travel sales
- Interactive map

The site is accessible free of charge from any location to any User with Internet access. All costs incurred by the User to access the service (hardware, software, Internet connection, etc.) are at his expense.

Non-member Users do not have access to the reserved services. To do so, he must register by filling out the form. By agreeing to register for the reserved services, the Member User agrees to provide true and accurate information concerning his civil status and contact details, in particular his email address.

To access the services, the User must then identify himself using his login and password.

Any User who is a regularly registered member may also request to unsubscribe by going to the dedicated page on his personal space. This will be effective within a reasonable period of time.

Any event due to a case of force majeure resulting in a malfunction of the site or server and subject to any interruption or modification in case of maintenance, does not engage the responsibility of magicbusworld.com. In these cases, the User agrees not to hold the editor responsible for any interruption or suspension of service, even without prior notice.

The User has the possibility to contact the site by email at the email address of the editor communicated in ARTICLE 1.

ARTICLE 3 : Data Collection

The site provides the User with a collection and processing of personal information with respect for privacy in accordance with the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms. The site complies with RGD regulations.

In accordance with the French Data Protection Act of 6 January 1978, the User has the right to access, rectify, delete and oppose his personal data. The User exercises this right:

- by e-mail to the e-mail address: *hello@magicbusworld.com*

ARTICLE 4 : Intellectual Property

The brands, logos, signs as well as all the contents of the site (texts, images, sound...) are protected by the Intellectual Property Code and more particularly by copyright.

The MagicBus brand is a brand registered by SARL MagicBus within the EUIPO (European Union Intellectual Property Office). Any representation and/or reproduction and/or partial or total exploitation of this brand, of any nature whatsoever, is totally prohibited.

The User must request prior authorisation from the site for any reproduction, publication, copy of the various contents. The User undertakes to use the contents of the site in a strictly private context, any use for commercial and advertising purposes is strictly forbidden.

Any total or partial representation of this site by any process whatsoever, without the express permission of the website operator would constitute an infringement punishable by Article L 335-2 and following of the Intellectual Property Code.

It is recalled in accordance with article L122-5 of the Intellectual Property Code that the User who reproduces, copies or publishes the protected content must cite the author and its source.

ARTICLE 5 : Responsibility

The sources of the information published on the magicbusworld.com site are deemed reliable, but the site does not guarantee that it is free of defects, errors or omissions.

The information provided is presented for general and indicative purposes only and has no contractual value. In spite of regular updates, the magicbusworld.com website cannot be held responsible for changes in administrative and legal provisions occurring after publication. Likewise, the website cannot be held responsible for the use and interpretation of the information contained in this website.

The User is responsible for keeping his or her password secret. Any disclosure of the password, whatever its form, is prohibited. The User assumes the risks associated with the use of his or her login and password. The website declines all responsibility.

The magicbusworld.com site cannot be held responsible for any viruses that may infect the Internet user's computer or any other computer equipment, following use, access or downloading from this website.

The responsibility of the website cannot be engaged in case of force majeure or the unforeseeable and insurmountable fact of a third party.

ARTICLE 6 : Hypertext links

Hypertext links may be present on the website. The User is informed that by clicking on these links, he will leave the magicbusworld.com website. The latter has no control over the web pages on which these links lead and cannot, under any circumstances, be held responsible for their content.

ARTICLE 7 : Cookies

The User is informed that during his visits to the website, a cookie may be automatically installed on his browser software.

Cookies are small files stored temporarily on the hard disk of the User's computer by your browser and which are necessary for the use of the magicbusworld.com website. Cookies do not contain personal information and cannot be used to identify anyone. A cookie contains a unique identifier, randomly generated and therefore anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in the cookies is used to improve the magicbusworld.com website.

By browsing the site, the User accepts them.

However, the User must give his consent to the use of certain cookies.

Failing acceptance, the User is informed that certain functions or pages may be refused.

The User may deactivate these cookies by using the parameters in his browser software.

ARTICLE 8 : Publication by the User

The website allows members to publish the following content:

- Places and travel anecdotes, via the interactive map.

In his publications, the member agrees to respect the rules of Netiquette (rules of good conduct of the Internet) and the rules of law in force.

The website may exercise moderation on the publications and reserves the right to refuse to put them online, without having to justify this to the member.

The member remains the owner of all his intellectual property rights. But by publishing a publication on the website, he gives the publishing company the non-exclusive and free right to represent, reproduce, adapt, modify, broadcast and distribute his publication, directly or through an authorized third party, worldwide, on any medium (digital or physical), for the duration of the intellectual property. In particular, the Member grants the right to use its publication on the Internet and on mobile telephone networks.

The publishing company undertakes to display the Member's name close to each use of its publication.

Any content put online by the User is his own responsibility. The User undertakes not to put online any content that may harm the interests of third parties. Any legal action taken by an injured third party against the website will be borne by the User.

The User's content may be removed or modified by the website at any time and for any reason, without prior notice.

ARTICLE 9 : Applicable law and jurisdiction

French law applies to this contract. In case of absence of amicable resolution of a dispute arising between the parties, the French courts will have sole jurisdiction to hear it.

For any question relating to the application of the present GTCU, you can contact the publisher at the contact details given in ARTICLE 1.