

# Terms and conditions of use of Heaven Haven website

## ARTICLE 1 : Purpose

The purpose of the present "general terms of use" is to provide a legal framework for the use of the Heaven Haven website and its services.

This contract is concluded between :

The manager of the website, hereinafter referred to as "the Editor",

Any individual or legal entity wishing to access the website and its services, hereinafter referred to as "the User".

The general conditions of use must be accepted by any User, and access to the site implies acceptance of these conditions.

## ARTICLE 2 : Legal notice

For legal entities:

The Heaven Haven website is edited by Oceanside Properties LLC, a limited liability company with a capital of €10,000, whose head office is located at 2 Pl. Doyen Gosse, 38000 Grenoble.

The company is represented by Samuel Billot.

For physical persons:

The Heaven Haven website is edited by Samuel Billot, domiciled at 2 rue de l'ancien champ de Mars, 38000 Grenoble.

## ARTICLE 3 : access to services

The User of Heaven Haven website has access to the following services

- To visualize the islands on sale
- Access to the information about an island
- Access to the contact page

Any user having access to the internet can access the site free of charge and from anywhere. The costs incurred by the User to access the site (internet connection, computer equipment, etc.) are not at the Publisher's expense.

The following services are not available to the User unless he is a member of the site (i.e. identified by his login details):

- Bid on an island
- Offer an island for sale
- Access a personal profile page

The site and its various services may be interrupted or suspended by the Editor, in particular for maintenance, without any obligation to give notice or justification.

## ARTICLE 4 : Responsibility of the User

The User is responsible for the risks associated with the use of his login and password.

The User's password must remain secret. In the event of disclosure of the password, the Publisher shall not be liable.

The User assumes full responsibility for the use of the information and content on the Heaven Haven website.

Any use of the service by the User resulting directly or indirectly in damages shall be subject to compensation to the site.

The site allows members to publish on the site:

- Text ;
- Images;

The member undertakes to use language that is respectful of others and of the law and accepts that these publications may be moderated or refused by the Editor, without any obligation to provide justification.

By publishing on the site, the User grants the Publisher the non-exclusive and free right to represent, reproduce, adapt, modify, broadcast and distribute his/her publication, directly or through an authorized third party.

However, the Publisher undertakes to cite the member in the event of use of its publication

#### **ARTICLE 5 : Responsibility of the Editor**

The Editor cannot be held responsible for any malfunction of the server or the network.

Similarly, the responsibility of the site cannot be engaged in case of force majeure or unforeseeable and insurmountable fact of a third party.

The Heaven Haven site undertakes to implement all necessary means to guarantee the security and confidentiality of data. However, it does not provide a guarantee of total security.

The Editor reserves the right not to guarantee the reliability of the sources, although the information published on the site is deemed reliable.

#### **ARTICLE 6 : Intellectual Property**

The contents of the Heaven Haven site (logos, texts, graphic elements, videos, etc.) are protected by copyright under the Intellectual Property Code.

The user will have to obtain the authorization of the editor of the site before any reproduction, copy or publication of these various contents.

The content may be used by users for private purposes; any commercial use is prohibited.

The user is entirely responsible for any content he/she puts online and undertakes not to harm any third party.

The Site Editor reserves the right to moderate or delete freely and at any time the contents put online by the users, and this without justification.

#### **ARTICLE 7 : Personal data**

The User must provide personal information in order to register on the site.

The User's email address may be used by Heaven Haven for the communication of various information and account management.

Heaven Haven guarantees the respect of the user's private life, in accordance with the law n°78-17 of January 6th, 1978 relating to data processing, files and freedoms.

The site is registered with the CNIL under the following number:

<https://www.HeavenHaven.com/>.

In accordance with articles 39 and 40 of the law dated January 6, 1978, the User has the right to access, rectify, delete and oppose his personal data. The User exercises this right via :

- His personal space on the site;
- A contact form;

- By e-mail to [samuel.billot@etu.univ-grenoble-alpes.fr](mailto:samuel.billot@etu.univ-grenoble-alpes.fr);
- By post to 2 rue de l'ancien champ de Mars, 38000 Grenoble.

**ARTICLE 8 : Hypertext links**

Heaven Haven is not responsible for the domains to which the hypertext links on this website lead and has no control over these links.

It is possible for a third party to create a link to a page of the Heaven Haven website without the express authorization of the editor.

**ARTICLE 9 : Evolution of the general conditions of use**

Heaven Haven website reserves the right to modify the clauses of these general conditions of use at any time and without justification.

**ARTICLE 10 : Duration of the contract**

The duration of this contract is indefinite. The contract is effective for the user from the beginning of the use of the service.

**ARTICLE 11 : Applicable law and competent jurisdiction**

The present contract depends on the French legislation.

In case of dispute not resolved amicably between the user and the publisher, the courts of Grenoble are competent to settle the dispute.