

## LEGAL NOTICE AND TERMS OF USE

Effective date : 20th October 2022

### Preamble

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The continued browsing of our Site [www.menasiaartsclub.com](http://www.menasiaartsclub.com) (hereinafter known as the "**Site**") implies unreserved acceptance by visitors to the Site (hereinafter known as the "**Users**") of the following provisions and conditions of use (hereinafter known as the "**Terms of Use**"). Prior to any use of our Site's features, the User acknowledges having read and accepted the present **Terms of Use**.

The version of our Terms of Use, which is currently online, is the only one opposable during the entire period of the Site's use and until we replace the latter by another version.

The Site is managed by MENASA ARTS CLUB (hereinafter known as the "**Company**"), which reserves the right to modify these conditions at any given time. Any usage of our Site after modification of the Terms of Use implies irrevocable acceptance by the User of the new version. In the event of a disagreement with our Terms of Use, the User is invited to discontinue using our Site.

## **Article 1 - Definitions**

**"Content"** : refers to all the elements which constitute the information on our Site (text, images, videos, algorithms, software, widgets, etc.) and enabling it to function, inform the User and present our services.

**"Intellectual property rights"** : refers to all intellectual property rights and related rights (copyright, trademark rights, patent rights, trade names, databases, etc.) as protected by the French Intellectual Property Code created by law no. 92-587 dated July 1, 1992, the current version of which is the one applicable at the time the User consults the Site.

**"Features"** : refers to all the features made available to our Users through our Site.

**"Site"** : refers to the Site [www.menasiaartsclub.com](http://www.menasiaartsclub.com) operated by the Company and made available to the User.

**"Company"** : refers to MENASIA ARTS CLUB, a simplified joint stock company with variable capital, SIREN number 949 492 409, whose registered office is located at 3/32 rue de Calais 59800 Lille, and the latter can be contacted via e-mail at the following address: [contact@menasiaartsclub.com](mailto:contact@menasiaartsclub.com).

**"User"** : refers to any individual using our Site and having access to its content.

## **Article 2 - Legal information**

Pursuant to the French law no. 2004-575 dated June 21, 2004 in regard to confidence in the digital economy, users of our Site are informed of the identity of the parties, who may be involved in its creation and monitoring :

Owner: MENASIA ARTS CLUB, a Simplified Joint Stock Company, with a variable capital, SIREN number 949 492 409, whose registered office is at 3/32 rue de Calais 59800 Lille, which can be contacted by e-mail at the following address : [contact@menasiaartsclub.com](mailto:contact@menasiaartsclub.com)

Editorial manager: Samia Abdesslam ([contact@menasiaartsclub.com](mailto:contact@menasiaartsclub.com))

Host: (OVH)

Developer: (Web IMPAAKT Agency)

Contact: ([contact@menasiaartsclub.com](mailto:contact@menasiaartsclub.com))

Data Protection Officer: Samia Abdesslam ([contact@menasiaartsclub.com](mailto:contact@menasiaartsclub.com))

### **Article 3 - Personal data protection**

In order to use our Site, we shall process certain personal data concerning Users. This processing is carried out in keeping with French law no. 78-17 dated January 6, 1978, as amended, on data processing, data files and individual liberties (known as the "Data Processing and Individual Liberties Law") and with the Data Protection Policy accessible in the corresponding tab on our Site.

### **Article 4 - Access to Site**

Access to and use of the Site are reserved for strictly personal use. The User undertakes not to use the Site and the information or data contained for commercial, political or advertising purposes or for any form of commercial solicitation, mainly sending of unsolicited e-mails.

Access to the Site is restricted to persons of legal age. The Publisher reserves the right to request proof of age, in particular if you use online ordering services. The Publisher shall not be held liable in the event of access to the Site by minors, nor shall it be held liable in the event of erroneous or misleading information provided by Users of the Site.

Users are personally responsible for setting up the IT and telecommunications resources required to access the Site. They are responsible for all telecommunication costs incurred in accessing the internet and using the Site.

### **Article 5 - Description of services provided**

While we strive to provide information that is as precise as possible, we cannot be held responsible for any omissions, inaccuracies, or failure to update information. All information provided on our Site is given for information purposes only and is not exhaustive. It is provided subject to modifications having been made since it was put online.

### **Article 6 - Intellectual property**

#### **a) Our Website**

All trademarks, photographs, texts, comments, illustrations, images (animated or not), video sequences, sounds, as well as all computer applications that may be used to operate the Site and generally, all elements reproduced or used on the Site are protected by current intellectual property laws.

They are the full and complete property of MENASIA ARTS CLUB or its commercial partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Publisher, is strictly prohibited. If the publisher fails to take legal action immediately upon becoming aware of any such unauthorized use, it shall not constitute as an acceptance of such use or waiver a legal action.

It is strictly forbidden for the User to :

- *Copy, reproduce, represent, broadcast, distribute, publish, permanently or temporarily, all or part of the content and/or the Site by any means and on any medium known or unknown to date.*
- *Create derivative works from the content and/or the Site.*
- *Modify, translate, adapt, or arrange all or part of the Content and/or the Site.*
- *Disassemble, decompile, or reverse engineer the Site.*

In any case, the User is solely responsible for the use he carries out of the Site.

Any unauthorized use of the Site or of any of the elements it contains will be considered as constituting an infringement and will be prosecuted in accordance with the provisions of articles L. 335-2 et seq. of the French Intellectual Property Code.

### **b) Our Brand**

The content is freely accessible on the Site. Placing this content online does not transfer copyright or ownership rights to the content, which remains the full and entire intellectual property of the Publisher and contributors.

No User may or shall take any action(s) that are incompatible with respect for copyright and intellectual property rights or that contravene any other French or international law relating to intellectual property rights. The Publisher and its contributors reserve the right to prosecute any User for any violation of these provisions.

### **Article 7 - Website management**

Our Site is accessible normally to Users at all times. For the proper management of the Site, the Publisher may at any time reserve the right to :

- *Suspend, interrupt or limit access to all or part of the Site, for any reason whatsoever, with or without notice and at its sole discretion.*
- *Delete any information that may disrupt the operation of the Site, for any reason whatsoever, with or without notice and at its sole discretion.*
- *Suspend the Site in order to carry out updates.*

The Publisher will do its best to inform Users of the dates and times of the intervention in advance, but it cannot be held liable in the event of failure to inform Users in advance.

### **Article 8 - Responsibility**

#### **a) Accessing the Website**

The Publisher undertakes to do its utmost to ensure that the Site is accessible 24 hours a day, 7 days a week. However, the Publisher makes no representation that the Site will be available and accessible at all times and does not warrant that the Site will be error-free. The Publisher cannot be held liable for any failure, breakdown, difficulty, or interruption in operation, preventing access to the Site or any of its functions.

The Publisher and the host cannot be held liable in the event of malfunction of the internet network, telephone lines or computer and telephony equipment, in particular due to network congestion preventing access to the server.

The Publisher may not be held liable in the event of legal proceedings against Users :

- *As a result of use of the Site or any other service accessible via the internet ;*
- *As a result of the User's failure to comply with these Terms and Conditions.*

**b) Material used**

The equipment used by the User to connect to the Site is under the User's sole responsibility. He must take all the right measures to protect his equipment and his own data. The User undertakes to access the Site using recent hardware, free of viruses and with a recently updated browser.

The Publisher shall not be liable for any damage caused to Users, third parties and/or their equipment as a result of their connection to or use of the Site, and Users hereby waive any such claims against the Publisher.

The Publisher cannot be held liable for indirect damage (such as loss of business or loss of opportunity) resulting from use of the Site.



### **Article 9 – Hyperlinks**

Users may set up hyperlinks to all or part of the Site, subject to prior written authorization from MENASIA ARTS CLUB, requested by e-mail from the following address : *contact@menasiaartsclub.com*

The Publisher is free to refuse this authorization without having to justify its decision in any way whatsoever. Should the Publisher grant its authorization, it is in any case only temporary and may be withdrawn at any given time, without any obligation to justify its decision. In all cases, any link must be withdrawn on simple request from the brand.

The Site contains a certain number of hypertext links to other sites, set up with the Publisher's authorization. However, our company is not in a position to check the content of sites visited in this way, and consequently accepts no liability in this respect.

### **Article 10 - Partial invalidity**

The temporary inapplicability of one or more clauses of the present general terms and conditions may under no circumstances be interpreted as a waiver by MENASIA ARTS CLUB of its right to invoke any of the mentioned clauses.

Should one or more of the provisions of the present terms and conditions be declared null and void or inapplicable by a law, regulation or final court decision, the other provisions shall retain their full force and scope and continue to apply in full.



# Menasia Arts Club

BUILD BRIDGES & INSPIRE  
A BETTER WORLD

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contact@menasiaartsclub.com  
www.menasiaartsclub.com

## **Article 11 - Language**

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation shall remain in French in the event of contradiction or dispute as to the meaning of a term or provision.

## **Article 12 - Applicable law**

The present conditions of use of the Site are governed by French law and are - in the event of a dispute - subject to the exclusive jurisdiction of the competent courts under common law, subject to a specific attribution of jurisdiction arising from a particular legal or regulatory text.

## **Article 13 - Contact**

For any questions or information concerning the services presented on the Site, or concerning the Site itself, the User may leave a message at the following address :  
*contact@menasiaartsclub.com*