



GENERAL CONDITIONS OF USE

PREAMBLE:

The purpose of these terms of use (hereafter 'ToU') is to set out the rules for using the Website www.reforestaction.com.

Use of the Website implies acceptance of these ToU. Where applicable, the ToU supplement the General Terms and Conditions of Sale concerning the use of the Website, available thereon.

The Terms of Use may subsequently be changed by Reforest'Action. They are binding on Users of the Site as soon as they are uploaded, and cannot be applied beforehand.

The Terms of Use are subject to French law. In the event of a dispute, the Courts of Nanterre shall have sole jurisdiction.

ARTICLE 1: WEBSITE ACCESS

Anyone can access the Website as long as they have an Internet connection.

As such, they benefit from access to some free information (articles, newsletter).

However, some features can only be accessed after placing an Order with Reforest'Action.

The User declares that they are aware of the risks associated with the Internet, including the risks of misuse and hacking.

The User pays the fees that may be charged by the mobile operator in relation to access to the connection services necessary to use the Website.

ARTICLE 2: WEBSITE AVAILABILITY

Reforest'Action makes every effort to ensure the availability of the Website on a permanent basis, 24 hours a day, 7 days a week.

However, access to the Website may be interrupted, including in the context of maintenance operations, updates, emergency repairs, or in the case of circumstances beyond the control of Reforest'Action.

ARTICLE 3: USER'S OBLIGATIONS

It is the responsibility of the Website User to ensure the compatibility of their equipment and tools with the Website.

User names and passwords used and/or provided to the User are personal, confidential and non-transferable.

The User is solely responsible for the use of these identifiers.

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 All elements of the **Site**, including graphics, visuals and sound, as well as the underlying technology, are protected by intellectual and industrial property law, including copyright, trademarks and patents.

They are the exclusive property of Reforest'Action or its licensors.

Any total or partial copying of this content is strictly prohibited and is likely to constitute an infringement of copyright.

4.2 Users who have a personal website may, for personal use, place a link on their site leading directly to the home page of the Reforest'Action Site, subject to the prior agreement of Reforest'Action.

The creation of this link cannot, under any circumstances, be considered as an implicit affiliation agreement with Reforest'Action.

Any other type of hypertext link to the Site www.reforestaction.com, including using the technique of 'framing' or 'inline linking', is formally prohibited by Reforest'Action.

In any case, all links must be removed on the simple request of Reforest'Action.

4.3 In the event of failure to comply with the above obligations, the User shall be solely liable to Reforest'Action. The User undertakes to indemnify and hold harmless Reforest'Action against all consequences, including financial, of such failures.

4.4 Furthermore, to ensure fair and responsible communication, any mention of the Reforest'Action trademark and/or use of the logo is subject to agreement and approval by Reforest'Action.

Any use of content (including photographs and video) from Reforest'Action is subject to giving credit © Reforest'Action.

The Customer remains fully responsible for compliance with the laws and regulations in force in the context of its activities and the use of Reforest'Action's services, including its social, fiscal and accounting obligations.

As such, User profile pages can be personalised with a photo and short text.

Reforest'Action disclaims all liability of any kind relating to Images, files containing them and/or data transmitted; rights, of any kind, attached to the Customer's Images, files and/or data; and, without limitation, the printing, copying, use or downloading of the Customer's Images, files and/or data, by any process and on any medium.

Similarly, Reforest'Action is not responsible for the compliance of the Customer's Images, files, and/or any data with the applicable legislation including, but not limited to, the legal provisions relating to sponsorship.

In general, Reforest'Action cannot be held liable for the content of pages personalised by Customers.

4.5 The Customer guarantees that its files, data and Images do not infringe any intellectual and/or industrial property rights or related rights, or harm the image, privacy or any other right of a third party.

Images, any files and/or data must in no way violate any legislation or regulations in force.

Images, any files and/or data must not under any circumstances copy any image of a public figure to be used for commercial, cultural, political or religious purposes.

Reforest'Action cannot be held responsible for variations to the colour or finish of Images, given that the quality of the image copied depends on the quality of the Images downloaded by the Customer.

ARTICLE 5 : PROCESSING OF PERSONAL DATA

5.1 Reforest'Action is required to collect and process personal data concerning the Customer.

This data is collected by Reforest'Action and processed in accordance with the European Regulation on the protection of personal data.

5.2 When creating its personal space, the User can decide to make their planting visible on the Site by giving consent for their name and photo to be displayed in the 'Live des Reforest'Acteurs' sidebar on the Site home page, on their profile page and, if applicable, on the profile page of the company that allowed them to contribute to the planting of a tree.

Their involvement is anonymous by default, but they can tick a box that makes it visible to all.

5.3 The personal data requested from the User is intended for Reforest'Action and its subcontractors, who also undertake to comply with all regulations relating to the management of personal data.

The data collected is necessary for the management of Orders and related business relationships, for invoicing purposes and to allow the Customer to receive news on Reforest'Action, including its projects.

No automated decision-making or profiling is carried out through the ordering process.

The Customer is informed of this automated processing of information, including the management of email addresses.

This file has been declared to the CNIL [the French data protection authority] (no. 730490).

5.4 Reforest'Action certifies that the data collected benefits from optimal protection in accordance with legal requirements for the protection of personal data.

Personal data shall not be kept for longer than is strictly necessary to achieve the purpose for which it was collected, and Reforest'Action shall correct and/or delete personal data at the User's request.

5.5 The User can unsubscribe from the newsletter or hide its profile in order to make its planting anonymous via its personal space on www.reforestaction.com.

The User can also object to the use of its personal data for commercial purposes.

The Customer is not treated differently in any way for failing to provide optional data.

5.6 The User may exercise its rights of access, rectification, opposition, deletion and portability of all its data at any time by sending a letter and proving its identity.

All they have to do is make a request, giving their full name and email address, to Reforest'Action: by email to the address contact@reforestation.com or by post: Reforest'Action - 10 Rue Daguerre 92500 Rueil Malmaison.

In the absence of a satisfactory response, the User is hereby informed that it can lodge a complaint with the CNIL at the following address: <https://www.cnil.fr/fr/plaintes>.

ARTICLE 6: COOKIES POLICY

When browsing on the Website, cookies may be installed on the User's device. These cookies are solely intended for enabling specific functionalities and improve the User's experience (functionality cookies) or for measuring the website performance with anonymized information (performance cookies).

Reforest'Action does not use marketing cookies for targeting or advertising purposes by third parties.

The cookies saved on the User's device for technical or statistical purposes will be stored only for the required time-period, depending on the purpose.

The Reforest'Action site can display links to other websites, for information purposes. The use of these websites is subject to their own General Conditions of Use and Data Privacy Policy.