

Legal notice

THE WEBSITE BEBUBBLETOP.COM

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THE WEBSITE IS HOSTED BY

The website data is hosted by:

1 & 1 IONOS SARL

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ARTICLE 1 – SUBJECT

This Legal Notice defines the Terms and Conditions governing the publication of the website BeBubbleTop.com (the Website) by the Editor and the conditions of access and the use of the Website by all users (the Users). By connecting to the Website all Users accept unconditionally these Terms and Conditions, which the Editor can modify and update at any time.

ARTICLE 2 – ACCESS TO THE WEBSITE

Access to the Website can be available 24 hours per day, 7 days a week except any cases of force majeure and interventions necessary for the maintenance of the Website, proper functioning of the Website and the underlying hardware, and any breakdowns. The Users access the Website using their own computer equipment connected to a telecommunications network allowing Internet

access and via communication protocols used in the Internet. The rights to access and use the Website are non-exclusive and non-transferable.

The User is exclusively responsible for the suitability of the materials and equipment used as well as for respecting the conditions of accessing the Website to optimally benefit from the services offered by the Website. All access to the Internet via public terminals requires that the User perform specific actions and particular verifications to ensure the connection is made with respect to the confidentiality requirements and no automatic registration of confidential data is made or revealed to third parties. The Editor declines any responsibility for the conditions under which the User connects to the Website.

The legislation of some countries or autonomous regions can imply limitation, regulation or prohibition of the access to the Website. The User must therefore make sure before any connection to the Website that his connection do not contradict the legislation applicable to the geographical location from which he connects to the Website.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

The content of the Website in its integrity, including all data, information, images, illustrations, logotypes, brands and trademarks, graphic charters, architecture, etc. is protected under all relevant intellectual property rights and laws (in particular, copyright, industrial design rights and trademark rights). Any copy, reproduction, representation, adaptation, distribution, in whole or partially, of the elements of the Website by any means is strictly prohibited without prior obtaining written permission of the Editor.

Any violation of this prohibition will constitute the crime of counterfeiting (article L. 335-2 of the French Intellectual Property Code) without prejudice to any liability (civil or criminal) of its perpetrator for the act of unfair competition and parasitism.

The content of the Website is subject to change without notice and is provided without warranty of any kind, either express or implied, and therefore may not give rise to any right to compensation.

ARTICLE 4 – HYPERTEXT LINKS

products, services, information, In any case are strictly prohibited all links from the websites inconsistent with morality, of violent, pornographic or pedophile character, which can impair personal dignity or which are intended to exhibit or sell objects, substances and/or works and products that are unlawful or illicit.

4.1 Incoming hypertext links

In no case the existence of a hypertext link from a third party site to the Website induce the existence of any cooperation between the Editor and the third party site. The Editor is unable to exercise control over the content of the third party sites and therefore assumes no responsibility for the contents, materials and software of the sites that can contain a hypertext link to the Website.

4.2 Outgoing hypertext links

The Website can contain links to the websites of the Editor's partners or to other third party sites.

The Editor exercises no control over these websites and therefore assumes no responsibility for the availability of these sites, their content, advertising and the products and/or services available on these sites or via these websites. The Editor is in no way responsible for any damage, direct or indirect, that may occur during the access by the User to a website of a partner and/or third parties and the use of the content and services available on that website.

ARTICLE 5 – DISCLAIMER

The data and information published on the Website are provided without warranty of any kind, either express or implied, therefore the Editor will not assume any liability as a result of information provided on its website. Consequently, the Website can be modified at any time and without notice.

The Editor will not assume any liability of any kind (neither direct, nor indirect; neither primary, nor incidental) for any damage occurred to the User as a result of a complete or partial loss or by a damage to any programs, data or materials and equipment that may occur during the access and use by the User of the Website (or any other website referenced on the Website). It is left exclusively to the User to take all appropriate measures in order to protect their own

materials and equipment, programs and data from contamination by viruses of all forms circulating on the Internet.

ARTICLE 6 – GOVERNING LAW AND JURISDICTION

Any dispute related to the Website will be brought exclusively before the courts under the jurisdiction of the Nanterre Tribunal and will be governed and examined according to the French Law. The fact of the use of the Website constitutes express consent of the User to the application of the present clause on jurisdiction.

In case any of the clauses of this legal notice is deemed unlawful, invalid or non-applicable for any reason, it will be considered as not making part of this legal notice and will not affect the legality, validity and the practical application of the other clauses.

ARTICLE 7 – INFORMATICS AND LIBERTY

According to the Law # 78-17 of January 6, 1978 (the Law on Informatics and Liberty), the Website has been declared at the National Commission on Informatics and Liberty under the reference.

Each User has a right to get access to data related to them from the Editor (at the address on the top of this notice) to assert if appropriate any claim for rectification, opposition or removal.

Use of personal data

The addresses contained by the contact forms filled out in the course of making requests are used exclusively with the aim of answering the request made.

They are not stored or sold to third parties.

Recall:

« Article 335-2 of the Code of Intellectual Property:

Any publication of writings, musical composition, drawing, painting or any other work produced, be it printed or engraved, in whole or partially, in disregard to the laws and regulations related to the property of authors, is counterfeiting and any counterfeiting is a crime.

In France counterfeiting of works published in France or abroad is punished by three years of imprisonment and a fine of 300 000 Euros.

The same punishment is applicable to reproduction, export and import of counterfeited works.

The crimes mentioned in this Article committed by an organized group are punished by five years of imprisonment and a fine of 750 000 Euros. »

Cookies

This website can use third services such as Google Analytics to ensure monitoring of the website traffic. These companies can use the data related to your navigation on the website or other websites (except for your name, postal address, email address or phone number.)

You can accept or refuse the usage of the cookies. If you accept, this acceptance will not exceed limit in vigor enforced by National Commission on Informatics and Liberty (*CNIL*), which is 13 months. At any moment you can change your decision of acceptance.

Use of your personal data

The email addresses received from contact forms are used only to answer the requests. The data obtained from these requests via contact forms (name, surname, phone number, address, email address, your message) are not transferred to third parties. In compliance with the Article 17 of the EU General Data Protection Regulation (*RGPD*) on the right to be forgotten, you have the right to permanent access to your personal data: you can contact us by email contact@bebubbletop.com or telephone +33 (0)9 72 57 60 66

Modification of the Terms and Conditions

The Editor reserves the right to change or, more generally, to update the present Terms and Conditions at any time without notice. Therefore we invite you to regularly consult them.