General Terms and Conditions of the website

Acknowledgement

These Terms and Conditions sets out all the rights and obligations in relation to the use of ADR's Website available at www.agenceadr.fr, and all its related websites and sections, hereinafter altogether referred to as the "Website", and your relationship with Us. These Terms and Conditions apply to all the users and visitors of the Website, as well as all people who access the Website. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not use ADR's Website. If you have any questions on the Terms and Conditions, please contact info@agenceadr.fr.

We operate ADR's Website to assist you in understanding ADR's services and in communicating with us.

By browsing ADR'S Website, post any comment or other material, etc. you declare having read and accepted to be bound by, without any reserve, the present Terms and Conditions.

Please note that some sections or related websites might be subject to specific terms and conditions that will complete or explicitly derogate to the present general terms and conditions.

If you are unable to access all/part of our site then please send an email to info@agenceadr.fr and we will provide further support.

If you think some content of the Website is infringing any existing copyright, please send an email to info@agenceadr.fr.

Definitions

All words starting with a capital letter shall in these Terms and Conditions shall have the meaning given hereunder, regardless of whether they appear in their singular or plural form:

By "Affiliates" we refer to any entity controlled by or controlling the Company.

By "Company" (referred to as either "We", "Us" or "Our" in this Agreement) we refer to ADR PRODUCTION, with registered address at 4 Avenue Prince De Galles, 06400 CANNES, FRANCE.

By "Data Controller" we refer to ADR, the legal person which alone determines the purposes and means of the processing of personal data as defined by the European Parliament and Council Regulation 2016/679 (GDPR).

By "Personal Data" we refer to the data referred to in Article 4.1 of the EU General Data Protection Regulation n°2016/679 of 27 April 2016 (hereafter, "GDPR"), and allowing You to be identified, directly or indirectly at a given time, independently of the terminal that You use.

By "Service", we refer to the operation and the provision of the Website by ADR PRODUCTION.

By "Third-party Social Media Service", we refer to any website or any social network website through which a User can log in or create an account to use the Service.

By "User", hereinafter, we refer to every person, as an individual or as a legal person, that accesses and browses the Website, also referred to as "You".

By "Website" we refer to the present website, accessible at the address: https://www.agenceadr.fr

Amendments

We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Website. We also may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes We make, as they are binding on you. If You do not wish to accept the new Terms and Conditions You should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms and Conditions.

The information on the Website is regularly updated. All information displayed on the Website can be modified or deleted by Us at any time and without any prior notice.

Obligations of the user

By using the Website, and especially posting comments or content, Users commit themselves to respect all applicable legal provisions and shall refrain themselves from infringing any of ADR's rights nor any third party's rights.

In particular, Users may not use the ADR's Website for any of the following purposes, the following list not being comprehensive:

- To Use the Website content for commercial or professional purpose without the prior authorization of the Company;
- To crawl or scrape data;
- To interfere with any other person's use or enjoyment of the ADR's Website;
- To infringe any intellectual property right (copyright, trademarks, patents, etc.) of a third party, particularly by making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner and/or of ADR PRODUCTION;
- To create deep links towards the Website's content within the frame of another website.

All content published by a User must be free of any intellectual property right and are transmitted to ADR PRODUCTION under the sole liability of the User. By transmitting messages, pictures, articles, or any other content to ADR PRODUCTION, the User expressly authorizes ADR PRODUCTION to publish, reuse, modify, adapt and/or represent the aid content.

The User will be liable criminally, civilly and administratively for all content and material disseminated by them and will cover all our losses and costs resulting from the breach of this clause.

We may terminate or suspend any User's access immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if said User breaches these Terms and Conditions.

Disclaimer

By submitting information through the Website you agree and acknowledge that while We may contact you in response to the information you provide, We are not obliged to provide you with any particular product or services. None of the elements of information contained on the Website shall be considered contractually binding on ADR PRODUCTION and its Affiliates.

Whilst ADR PRODUCTION uses reasonable care in compiling and presenting the content found on the Website, it is provided purely for information and You should seek further guidance and make independent enquiries before relying upon it. If the Company is informed of any inaccuracies in the material on the Website We will attempt to correct the inaccuracies as soon as We reasonably can.

If we are in breach of these Terms and Conditions, we will only be responsible for any loss that you suffer to the extent that they are a foreseeable consequence to both of us. Our liability shall not, in any case, include business losses such as lost data, lost profits or business interruption. ADR PRODUCTION cannot be held liable for any decision taken, or not, on the basis of any information published on the Website or because of the impossibility to access the Website.

These Terms and Conditions shall not limit or affect our liability if something we do negligently causes death or personal injury.

ADR's Website shall be accessible on a 24/7 basis. However, ADR PRODUCTION shall not be held liable in case of a technical impossibility to connect or interruption, whatever the reason and whatever the cause is attributable to ADR PRODUCTION or no (e.g. force majeure, maintenance, update, user's system failure, etc.).

We cannot guarantee that the service will be fault-free. If a fault occurs in the service you should report it to info@agenceadr.fr and we will attempt to correct the fault as soon as we reasonably can. If ADR PRODUCTION is informed of any inaccuracies in the material on ADR PRODUCTION Site we will attempt to correct the inaccuracies as soon as we reasonably can.

Additionally, no representation or warranties is made that the Website, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Eventually, the Company can decide, at any moment and without any prior notice, to suspend or modify any page, part or section of the Website, or the services offered. Such decision from ADR PRODUCTION and its Affiliates cannot lead to any action, complaint or claim by the User. Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

Intellectual property

The domain name "www.agenceadr.fr" and all the creative content available on the Website (designs, pictures, logos, media, texts, articles, videos, audios, translations, icons, graphs, and all information in general …) are the sole and exclusive property of ADR PRODUCTION and its Affiliates, unless otherwise indicated, and are subject to copyright. All software used on this internet page are the property of ADR PRODUCTION, or their creators, and are therefore protected by copyright laws. Moreover, all brands and logos presented on this website or on the related websites are legally protected.

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided.

The present terms and conditions, as well as the public availability of our Website, only constitute a limited authorization for the User to access the website. You may retrieve and display the content of the Website on a computer screen or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.

The present Terms and Conditions do not provide you with any implied or express license or any other right and you will have no right to make any reproduction, copy, distribution, modification, in part or in whole, identically or similarly, or any commercial use, of our web site or service without our prior written consent. It is also strictly forbidden to create any by-product on the basis of any element contained on the Website.

ADR PRODUCTION will take all necessary measures to protect its own intellectual property rights but will respond as well to notices of others' intellectual property rights infringement. As a consequence, whenever you believe that your, or third parties', intellectual property rights are being infringed on the Website, you can notify by email to info@agenceadr.fr. Moreover, any use of the Website content for commercial or professional purpose is prohibited without the Company's prior consent, to be requested at info@agenceadr.fr.

Other companies' names or logos might be visible on the present website. Their use without the consent of their respective owner is prohibited as well.

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Cookies and personal data

The Company does not collect nor use any Personal Data or cookies while you use the Service.

In case ADR would collect and use any Personal Data in the future, changes will be made to these Terms and Conditions in order to inform You about the type of Personal Data collected, and the way ADR processes it.

In the event the ADR would collect Personal Data, please note that You have a right to access, rectify, request for the portability, limit, oppose for legitimate reasons the processing of your Personal Data, delete your Personal Data or lodge a complaint with a supervisory authority.

Those rights can be exercised by sending an email to info@agenceadr.fr

Your request will treated by our Data Protection Team within one (1) month from the reception of your request. Please note that We may ask an identity proof in case of legitimate doubt to prevent identity fraud.

Miscellaneous

If you breach these Terms and Conditions and ADR PRODUCTION chooses to ignore this, ADR PRODUCTION and its Affiliates will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

ADR PRODUCTION shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.

Severabillity and Waiver

The failure of ADR PRODUCTION to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Applicable Law

These terms and conditions will be subject to the French law. Should any claim or disputes arise between the parties during the execution of this Agreement, they shall be submitted for resolution to the exclusive jurisdiction of the courts of Cannes.

If You have any concern about the Website, You agree to first try to contact info@agenceadr.fr in order to find an amicable solution.

Legal information

This site is published by ADR PRODUCTION, a simplified joint-stock company incorporated under the French law, with a share capital of EUR 100.000 and with legal address at 4 Avenue Prince De Galles, 06400 CANNES, FRANCE.

ADR PRODUCTION is registered near the commercial and companies registry of CANNES under number 450 114 954, its VAT identification number is FR17 45011495, and its phone number is +33 4 92 92 09 55.

This website is hosted by OVH SASU, with legal address at 2 rue Kellermann – 59100 ROUBAIX, +353 (0) 1 691 72 83.

This website may contain sections with links to other websites subject to specific terms and conditions that will complete or explicitly derogate to the present general terms and conditions.

If you have any queries, please contact info@agenceadr.fr

Publishing Director: Mr. Antoine DRAY.