



GENERAL TERMS & CONDITIONS OF USE

A decorative graphic on the left side of the page consisting of several colored shapes: a pink semi-circle, a green semi-circle, a large orange semi-circle, and a blue circle.

The APRIL Foundation

Updated 27 June 2023



Good news, dear readers! We understand where you're coming from: as well as being curious web explorers with an eye for a good deal... you're also busy people, and not necessarily legal experts.

To make your life a bit easier, and help you understand and identify the information that is most important to You, the text is **colour-coded** and bookmarked with the logo shown here.

1. Introduction

You are currently visiting the website of the APRIL Group's company foundation, otherwise known as the APRIL Foundation. This website is the work of the APRIL Foundation.

2. About Us

Director of publication

Sophie FERREIRA LE MORVAN

Publisher

The APRIL Foundation

Registered Office: 114 boulevard Marius Vivier Merle - 69439 LYON Cedex 03.

Registration pending with the Rhône Préfecture. Company foundation under the terms of Act No. 87-571 of 23 July 1987 (updated).

Hosted by

This website is hosted by OVH, a simplified joint-stock company listed on the Companies Register of Lille Métropole under the reference number 424 761 419, with its headquarters at 2 Rue Kellermann, Roubaix (59100) FRANCE.

By accessing this site, you confirm that you have read and accepted the present terms and conditions, and that you agree to comply with them.

3. What is the purpose of these General Terms & Conditions of Use?

These General Terms and Conditions of Use (T&Cs) provide the legal framework for Your use of this website (hereinafter referred to as "the Website", or "the Site").



For these purposes, "You" are internet users. You may also happen to be a customer or employee of the APRIL Group, or simply somebody with an interest in the group.

By accessing and using our Website, You accept the terms of these T&Cs without reservation.

Your use of our Website indicates your acceptance of the content of these terms, with no signature of any written or electronic document required.

The T&Cs may be consulted at any time on our Website. If any changes are made, the version that shall apply to You is the version that was in effect on the website when you last accessed the website.

4. Website access and availability

To access this website and our services, You will need computer equipment and an internet connection. Any related costs are your responsibility. Thereafter, access to our website is free of charge.

The website is accessible 24/7. Nevertheless, in order to ensure that our website continues to function correctly, it may occasionally be unavailable for maintenance purposes. In such cases, access to the website may be interrupted or suspended without notice or explanation. Please be assured that we will make every effort to return to normal operation as soon as possible.

Under no circumstances can we accept liability for the unavailability of the website and its services, or for any full or partial interruption to these services.

5. Our commitments and yours

We shall accept liability for events directly attributable to us that cause direct damages to you, exclusive of any indirect damages or damages caused to third parties.

However, we shall decline liability in the following cases:



- When You are asked to provide information, You are responsible for ensuring that all information provided is true, correct, and up to date.
- If You have used our Website services in an improper manner - whether intentionally or not;
- In light of the nature of the content available on the website: the information published on our Site is presented for information purposes only and has no contractual value. However, we are careful to ensure the quality of the information. We may be held liable if our content is found to be illegal, and if we have not taken down such content once a request has been made;
- If changes applicable to us are made to administrative and legal provisions after publication;
- If our Site were to be hacked and your equipment were to be infected by a computer virus. We cannot under any circumstances be held liable for direct or indirect damages of any kind resulting from the access and/or use of the Website, including in particular: any operating losses; program loss; modification, destruction or loss of data; any damage or virus impacting your computer equipment or other property; User negligence or misuse of information provided to you via the Website or Services.
- Our group is nevertheless very serious about IT security, and our IT teams make every effort to ensure that no such damage will occur.

Furthermore, You accept all risks arising from your use of the Website. When You are on our Site, You undertake in particular to refrain from:

- engaging in any act of defamation, insult, threat, harassment or acts violating privacy or human dignity, advocating crimes against humanity, denial of genocide, incitement to violence, racial hatred or pornography;
- modifying, reverse engineering or rearranging the Website in whole or in part, including the software used in the Site, or removing or attempting to remove the copyright notices or the names of individuals given on the Website;
- impeding the proper operation of the Site in any way whatsoever, in particular by introducing viruses or other computer infections existing on the Internet.

In the event of improper use of our Website, or if we find that You fall under one of the cases listed above, we will be entitled to suspend or terminate your access to our Website at any time and without notice. You may also be subject to civil and/or criminal liability under the applicable laws.

You are responsible for Your use of the Services and of any information You submit via digital forms. We recommend that You verify the accuracy of such information and correct any errors.

Force majeure:

Neither you nor we shall be liable for any prejudice, damage or loss resulting from a case of force majeure as defined in article 1218 of the Civil Code.

6. Evidentiary Agreement

All data, information, files and other digital elements that You may exchange with us or that we may retain in our databases or our servers in particular will constitute admissible, valid, enforceable proof and shall have the evidential value of a contract under seal. They shall be deemed likewise valid and enforceable,

under the same conditions and having the same evidential value as any document prepared, received or recorded in writing.

If You choose to contest the admissibility, validity, enforceability or evidentiary value of any elements of the abovementioned electronic type or format on grounds of their electronic nature, You must provide appropriate evidence.

7. Intellectual Property

We are the owners (along with our subsidiaries) of our Website content, brands, logos, graphic illustrations, texts, etc.; these elements are protected by French and international intellectual property law, the French Intellectual Property Code, and by copyright.

You may not reproduce the content of our pages in whole or in part for any reason. Violators may be subject to prosecution for infringement.

8. Hyperlinks

The Website may include hyperlinks. By clicking these links, You will leave the platform. The platform has no control over the web pages associated with such links and cannot be held responsible for their content.

9. General terms: duration, applicable law, competent jurisdiction, etc.

These T&Cs shall remain valid for an indefinite period of time. They shall take effect as soon as You start to use our website.

They were originally written in French, but may be translated into other languages. They are subject to French law.

For all questions concerning the application or interpretation of these T&Cs, or concerning issues not addressed herein, or for any dispute or claim relating hereto, we will attempt to attain an amicable resolution.

Otherwise, the dispute will be settled before the competent French courts.

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