

# Terms and Conditions of Use

## Legal information

Email : contact@mybdspartner.com

The Site is hosted by PLANETHOSTER, a Quebec company whose head office is located at 4416 Louis B. Mayer, Laval (Quebec) H7P 0G1, Canada.

## Foreword

The Site is a free classified ad site for adults.

These general terms and conditions of use (hereinafter referred to as the "GTCU") govern the use of the Site by users (hereinafter referred to as "Users").

The TOS may be modified at any time.

The use of the Site is reserved to natural persons of legal age who have the legal capacity to contract.

The optional use of the Messenger service, otherwise known as "Chat", is not governed by the Site, which only offers direct access. The Messenger service is edited by a third-party company, which therefore assumes all legal consequences.

## Article 1 - Access to ads

To consult the ads, the User does not have to register or create an account.

To reply to an ad on the Site, the User must simply enter a valid email address and enter a message.

To publish an ad, the User must also complete all the mandatory fields of the form offered on the Site and choose, in particular, a pseudonym and a password.

## Article 2 - Commitments and responsibility of the User

### 2.1 Accuracy of information

The User undertakes to provide accurate and sincere information.

The User is the sole guarantor of the content of the information he/she provides on the Site and that he/she provides to other Users.

### 2.2 Information security

The User is solely responsible for his nickname, email address and password. The User agrees not to disclose them and acknowledges that he/she is solely responsible for the consequences of their use on the Site, whether by him/herself or by an unauthorized third party.

In the case that the User's email address is used on the Site by an unauthorized third party, the User must immediately inform the Site via the contact email address so that the appropriate measures can be taken as soon as possible.

### **2.3 Legality of conduct**

The User shall refrain from adopting any behavior that is contrary to the laws and regulations in force.

In the course of using the Site, the User may create, upload and distribute content directly on the Site, such as text, hypertext links or photographs, in particular when posting an ad.

When publishing content directly on the Site, the User acts as a publisher and is then solely responsible for any damage that may result from the publication of content on the Site.

Thus, the Partner is prohibited from posting, uploading, publishing, submitting or transmitting any content that is: (i) unrelated to the purpose of the Site; (ii) fraudulent, false, misleading or deceptive; (iii) defamatory, libelous; (iv) inciting discrimination, bigotry, racism, intolerance, hatred, harassment or causing harm to any individual or group; (v) violent or threatening or would promote violence or threatening acts against any person or animal; (vi) violates the image, reputation or privacy of another User or any third party; (vii) violates an intellectual property right; (viii) is contrary to these TOS, or (ix) more generally, constitutes a criminal offense.

More specifically, the User is informed that it is strictly forbidden to solicit any financial consideration from the Users with whom he is put in contact through the Site.

### **2.4 Fair use of the Site**

The User is prohibited from using the Site for commercial purposes.

The User undertakes to make loyal use of the Site and to comply with the present TOS.

Any fraudulent, illicit or contrary use of the Site will result in the blocking of the User concerned.

### **2.5 Duty to inform**

The User acknowledges that it is his or her own responsibility to inform himself or herself of the consequences of all kinds, and in particular legal consequences, that may arise from his or her exchanges and/or meetings with other Users of the Site.

### **2.6 Responsibility of search engines**

If information made public by the User, in particular on advertisements, is referenced by search engines, the Site cannot be held responsible in any way whatsoever.

Indeed, the Site has no control over the algorithms of the search engines and the indexing of the pages of the Internet network.

In this case, the User must contact the search engines to demand the removal of his information. The Site will try to assist the User in this process, without any guarantee of result.

## **Article 3 - Commitments of the Site**

### **3.1 Privacy**

The Site guarantees the confidentiality of information received from Users. The Site thus refrains, in the absence of express agreement of the User concerned, from communicating and exploiting this information, except to be obliged to do so in application of a law, a regulation or by virtue of an enforceable court decision.

### **3.2 Evolution of the Service**

The content of the Site may be modified or improved at any time, in particular to comply with changes in legislation, without the Site being held responsible in any way whatsoever to the Users. However, the Site will endeavour to inform Users of any significant modification of its services prior to their implementation.

### **3.3 Access to the website**

Subject to the provisions of this article, the Site is accessible 24 hours a day, 7 days a week, all year round.

Access to the Site requires a high-speed Internet connection.

The Site may be subject to interruptions due to technical difficulties inherent in the Internet network. As a result, its responsibility cannot be engaged, in particular, in case of malfunction in the access to the Site and of temporary slowdown of the opening speed of the pages of the Site.

Use of the Site is at the User's own risk, as the Site cannot be absolutely protected against the risks of intrusion, data piracy or even contamination by computer viruses.

It is also understood that the Site cannot be held responsible in the event of temporary suspension of access to the Site for maintenance reasons.

## **Article 4 - Site Responsibilities**

### **4.1 Moderation**

Users' ads are subject to a formal and technical verification prior to their publication on the Site.

The control is strictly limited to the verification of the adequacy and coherence of the advertisements, particularly with regard to the purpose of the Site.

Thus, the Site does not operate any editorial control on the content and the legality of the advertisements and, more globally, on the content published directly by the Users.

The Site therefore acts as a content host, in accordance with the provisions of Article 6.1.2 of Law No. 2004-575 of June 21, 2004 for confidence in the digital economy, known as the "LCEN".

In the event that a User believes that content published on the Site is clearly illegal, he/she must notify the Site in accordance with the terms of article 6.1.5 of the LCEN.

The Site will then decide, in view of the notification and the elements of fact and law brought to its knowledge, if it is appropriate to remove the content.

## **4.2 Relationship between Users**

It is understood that the Site acts only as an intermediary between Users.

Thus, the Site cannot be held responsible for any dispute or litigation that may arise between Users or as a result of the use of the Site.

In the event that the Site's liability is incurred for failure to comply with any of its obligations hereunder, the User acknowledges and agrees that the Site shall never be liable for indirect or consequential damages.

The responsibility of the Site could not be committed in the event of the occurrence of an event taking the characteristics of unforeseeability and irresistibility of the force majeure.

### **Article 5 - Intellectual Property**

All the elements that make up the Site (texts, videos, brands, trade name, domain name, drawings, images, graphic charter, logos, photos, database, etc.) are strictly protected by intellectual property law and are the exclusive property of the Site and/or its commercial partners.

Any reproduction or representation, in whole or in part, of the Site and/or of one or more of its elements is strictly forbidden, except with prior written authorization.

### **Article 6 - Evidence agreement**

The writing in electronic form will be an admissible mode of proof of the rights and/or obligations of the parties to the present GCU.

The computerized registers, kept in the computer systems of the Site under reasonable security conditions, are considered as proof of the communications made through the Site.

### **Article 7 : Hypertext links**

The Site is likely to host hypertext links that may refer to third-party sites.

The Site acts, under these hypertext links, only as a host of content within the meaning of Article 6.1.2 of the law for confidence in the digital economy, so that its responsibility cannot be engaged under the content of these hypertext links and / or third-party websites unless it can be shown that the Site has been aware of the illicit nature of this content without acting promptly to remove these hypertext links.

### **Article 8 : Partial nullity**

If one or several clauses of the present GCU are held to be invalid in application of a law, a regulation or following a court decision that has become res judicata, the other clauses will retain all their force and scope.

**Article 9 : Dispute Resolution**

The present GTU are governed by French law.

Only the French courts will have jurisdiction in the event of a dispute regarding their interpretation and/or execution.

**Mise à jour : juillet 2020**