

The BuzzParadise® website, hereafter referred to as the Site, is the property of the Vanksen® group represented by the company VKGP SA, based in Luxembourg at 7 rue des Mérovingiens, L-8070 Bertrange (RCS Luxembourg B 133.787 - VAT LU22747378 - business permit no. 119991).

The Site is published and operated by the French subsidiary of the Vanksen® group, the company LGTF Sàrl, based in France at 23 Boulevard Poissonnière, F-75002 Paris (RCS Paris 478 679 467, VAT FR 70478 679 467), hereafter referred to as the Publisher and representing Vanksen for the purposes of these terms of use.

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Credits: Design and Development: Vanksen® communication agency

Terms of Use

The Site is a space dedicated to advertising, communication and marketing, particularly online, and to the BuzzParadise® solutions offered to advertisers, site publishers and bloggers, among others. It consists of a public area open to all visitors and a private area reserved for members.

These terms define the rules of use of the public area of the Site by Internet users who access it, hereafter referred to as Users, excluding all use of modules/applications via which Users can connect to the site. The terms may be modified at any time.

The private area of the Site is accessible only by members, and is governed by the membership terms.

By accessing the Site, all Users are considered to have fully accepted all the terms of use and undertaken to comply with them throughout their navigation/visit.

Whenever changes are made, the new version in force will be published and all Users accessing the Site subsequently will be considered to have accepted all the modifications in full.

Intellectual Property

All the elements and content making up the Site are protected under intellectual property law, including but not limited to all logos, trademarks, photos, videos, text, drawings, charts, presentations etc.

They are published on the Site with the authorisation of their owners and the rights holders concerned.

Any reproduction, distribution, copying, adaptation or quotation of all or part of this Site in any medium whatsoever and for any purpose whatsoever is expressly prohibited without prior permission from the copyright holder, Vanksen®, represented for the purposes of these terms of use by the Publisher unless otherwise indicated.

The provision on the Site of applications and modules for downloading, printing, copying, importing and retrieving content, including videos, photos, documents and presentations, constitutes permission from Vanksen® to the User within the limit of private use and excluding any commercial use, except where expressly indicated otherwise in the application.

Anyone may inform the Publisher if content protected under intellectual property law is published without authorisation by contacting legal@buzzparadise.com. To ensure that such notifications receive the proper attention, please include your full name, the rights claimed, the publication in question and the infringement of the rights.

Publication on the Blog

The "Blog" section gives Users general news about online advertising, communication and marketing, together with more specific news about BuzzParadise®.

Users can interact on the Blog by adding comments. Users have sole responsibility for the content and data they publish as comments, and must comply with these terms of use and the legal provisions on online publication referred to in part below.

In particular, Users may not publish content which:

1. contravenes decency, public order, the laws and regulations in force and the rights of third parties, whether intellectual property rights or personality rights,
2. contains statements which are defamatory, violent or an incitement to violence, abusive, obscene, offensive, discriminatory, racist, xenophobic, homophobic, pornographic, paedophile, revisionist or negationist.
3. encourages illegal activities or supplies for illegal activities of any kind,
4. directly or indirectly provides addresses or contact details of third parties enabling them to be identified and/or located.

In order to publish a comment, the User must provide their name or pseudonym and a valid e-mail address via a form. Each User undertakes to provide current, complete and accurate information about himself or herself. The way these details are processed is set out in the "Privacy" article below.

Comments are moderated after publication. Consequently, the Publisher may at any time remove comments that breach the provisions above and/or infringe the rights of third parties.

Comments may also be removed following receipt of complaints from third parties stating that their personality rights or intellectual property rights have been infringed, or at the request of the public authorities.

The decision to remove comments is taken at the discretion of the Publisher, who is not obliged to report or justify the decision to the third party or the User, subject to compliance with applicable law, notably where notification complies with the prescribed forms.

Anyone may send an e-mail to legal@buzzparadise.com to report:

- content that they feel breaches their intellectual property rights or damages their image or reputation,
- content published in breach of the applicable laws on online publication.

Such e-mails sent to legal@buzzparadise.com must specify the full and accurate identity of the person requesting the removal of a publication/comment, the disputed publication, the rights claimed with evidence and the reasons justifying the removal of the publication concerned.

Links between the BuzzParadise site and external sites

All external sites wishing to publish a link to the Site must first obtain permission from the Publisher, failing which the Publisher may request its removal at any time by any means. If the Publisher provides an application and module offering the option of links, this constitutes prior authorisation. The Publisher and/or Vanksen reserve the right to prosecute anyone who breaches this provision.

The Publisher cannot accept liability for links on external sites that link to the Site. No association between the Site and the external site can be presumed from the existence of such a link.

The Site may contain links to other sites within the Vanksen group, partner sites and/or other sites. The Publisher in no way owns the content published on external sites accessible in this way.

The Publisher has no control over these external sites, and cannot know about or monitor their use, content or terms of use.

Clicking on one of these links will automatically direct the Site User to one of these sites, which have their own specific terms of use and are not subject to the present terms of use. Users access these external sites at their own risk.

The Publisher can never be held liable for any damage sustained on a site to which one of its Users is redirected.

Disclaimer

The Publisher carries out regular updates to the Site, its content and the mechanisms in place in order to ensure that Users can access and use the Site under the best possible conditions.

However, the Publisher cannot guarantee that all the content published on the Site is up to date, comprehensive, accurate or complete at all times. In this context, the User is fully aware that the content on the Site is provided for guidance only.

In addition, the Publisher reserves the right to modify the Site and/or carry out maintenance at any time it considers appropriate, and therefore cannot guarantee that Users will be able to access the Site at all times without interruption quickly, safely and without errors.

The Publisher cannot be held liable for any inconvenience or damage caused to a User by the actions of third parties who, through technical malpractice, have used information provided on the Site. However, the Publisher takes all possible steps to combat actions of this type within its resources and the constraints inherent in the Internet.

Similarly, the Publisher cannot be held liable for any damage sustained by the User due to the quality of the Internet network and/or technical configurations or to any fault, bug or defect in an external module or caused by an external module managed and controlled by third parties.

The Publisher and Vanksen® reserve the right to prosecute anyone who causes damage in any way to the BuzzParadise® Site, its technical structure or its published content (illicit copying, hacking, sending malicious files etc.).

Protection of Privacy

This article aims to inform Users about the data that may be collected during their use of the Site and the ways such data may be used by the Publisher under the French modified data protection law of 6 January 1978.

For clarity, the provisions below do not cover all the data collection and processing carried out by modules/applications present on the Site and governed by the terms of the external Sites that control them. Users are invited to read these specific provisions.

However, the Publisher declares that it complies with the privacy policies of these external Sites in exchange for the presence of the modules on the Site.

Providing personal data is not a condition for accessing and browsing the public area of the Site. Consequently, no personal information is collected about the User without his or her knowledge. With regard to the use of Cookies, please refer to the article below.

Any information that may be collected and processed comes through forms filled in voluntarily by the User, including but not limited to contacting the Publisher and/or publishing comments. As this information is collected only after the form is sent by the User by clicking on the button provided for the purpose, this constitutes express consent by the User to the information being collected.

Each form only requires the information necessary for its specific purpose, such as the User's identity (first name and surname) or pseudonym, e-mail address and professional role where appropriate. Each form specifies the fields that must be completed to validate the form.

All the data collected through the forms will be kept and used by the Publisher in order to respond to the User's request. Information will therefore only be kept as long as required for the purpose of the request (e.g. submission of an application, brief or campaign). With regard to information about the authors of comments, the Publisher will keep it for the legally imposed period in order to meet its obligations as a site publisher under the law in force. Any other use will be subject to prior authorisation from the User concerned.

All data are collected and processed by the Publisher using the technical services of the Vanksen group, based in the Grand Duchy of Luxembourg, acting as technical service provider.

The Publisher undertakes not to transfer or assign Users' data to third parties or use them for other purposes without the Users' prior consent. It will take all the precautionary measures in its power to ensure that data are kept secure and avoid any disclosure to third parties.

However, the Publisher may be compelled to disclose content in order to comply with laws in force, in cases including but not limited to judicial proceedings or in response to complaints and/or disputes.

In accordance with the French modified data protection law no. 78-17 of 6 January 1978, all Users who provide personal data using forms has:

1. a right of access: you can access data held about you and check its accuracy;
2. a right of correction: if the information is incorrect, you can demand that it be corrected, completed or removed;
3. a right of removal: you can demand that your information be deleted.

These rights may be exercised on written request by e-mail to legal@buzzparadise.com or by post to BuzzParadise, Legal Department, 23 boulevard Poissonnière, 75002 Paris, France.

Cookies

The BuzzParadise Site uses "cookies" to enable access to be adapted for returning visitors. They are designed to help us recognise Users as previous visitors to the Site so that we can offer an appropriate service personalised to fit the User's profile.

The cookies used cannot extract data from the User's hard disk or transmit computer viruses.

They are designed to enable the Publisher to identify Users of the Site as new or returning visitors, without collecting identifying data of any kind.

They are mainly used to measure Users' interest in the various sections of the Site. We reserve the right to analyse the behaviour of Site Users. All the information collected in this way will be used solely to improve content, enhance Users' experience as they browse the Site and personalise the content and/or presentation of pages.

Therefore cookies are retained for a period of 2 years, unless the User intervenes or requests otherwise.

All Users can control the use of cookies by modifying the configuration of their browser via the "Tools" menu, "Privacy" option (or equivalent). With this option, Users can choose to accept all cookies, be notified when a cookie is activated or reject all cookies.

However, Users will then probably have difficulty browsing the Site under the best conditions.

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