

General Terms and Conditions of Use of planet A® website

Last updated 2 May 2019

1 Definitions

All terms in capital letters used in these GTCU will have the following meaning:

« **Affiliated** » means, as regards any person or entity A, any other person or entity B (i) the Control of whom is held, directly or indirectly, by this person or entity A, or (ii) who holds, directly or indirectly, the Control of this person or entity A or (iii) the Control of whom is held, directly or indirectly, by this person or entity themselves holding Control of this person or entity A.

« **GTCU** » means the general use conditions of the Site.

« **User Contents** » means content, video, digital files, pictures, logos, brands or any other elements of the User and, in case of legal person, its managers or employees, as proposed to planet A® by User for the needs of planet A® Institute activities, whether protected or not by the regulation on intellectual property.

« **Control** » means any right ensuring the company exercising control to appoint the members of the managing body of the company controlled.

« **Editor** » means planet A®.

« **Web user** » means any surfer on the Site.

« **planet A® Institute** » means the Institute dedicated to Higher Education in Agriculture, a training body registered under the reference (in progress), managed by planet A®.

« **planet A®** » means planet A®, association Law 1901, registered at Prefecture of Marne under n°W511002067, whose head office is located Thinclab Châlons, 1 Place de la Comédie, 51000 Châlons-en-Champagne France.

« **Services** » means training services as provided by planet A® Institute.

« **planet A® Distinctive Features** » means the brand « planet A® » and its related brands, of which planet A® is the holder or licensee, with connected logo(s).

« **Site** » means the website www.planeta-initiative.com

« **User** » means any surfer registering on the Site or any other person registering to a training course of planet A® Institute to benefit by its Services.

2. General Information

The current GTCU of the website « www.planeta-initiative.com », set up the conditions of use of the Site by Surfers.

By browsing on this Site, Surfers acknowledge the legal notices of the Site and the current GTCU.

Applicable GTCU are those accessible on line on the Site on the day Surfers connect to the Site. The Editor reserves the right to modify GTCU at any time to adapt them, namely to forthcoming legislative and regulatory changes or to new features of the Site possibly offered to web users, by publishing a new version on the Site. The date of the latest GTCU update is mentioned at the first line of GTCU.

3. Intellectual Property

The Site general structure, with texts, graphics, pictures, sounds and videos composing it, are the property of the Editor or its partners. Any partial or total representation and/or reproduction and/or exploitation of the contents and services proposed by the Site, by whatever process, without prior written consent of the Editor and/or its partners is strictly prohibited and is likely to constitute a counterfeit.

4. Website Access

Surfers commit themselves not to use the Site and information or data therein for commercial, political, advertising purposes and for any kind of commercial solicitation, especially sending unrequested emails.

5. Website Management

For the fair Site management, the Editor may at any time:

- Suspend, interrupt or limit access to all or part of the Site, reserve access to the Site, or to some parts of it, to a specified category of Surfers;
- Delete all information likely to disturb its running or violating national laws or agreements or international treaties, or with the Netiquette guidelines (ethical rules for using Internet);
- Suspend the Site to proceed to technical interventions and updates.

6. Service Interruption

In case of service interruption of the Website for maintenance, safety or storage management reasons, the Editor shall inform Surfers within a reasonable time before interruption and shall indicate the possible duration of service interruption.

Surfers shall inform the Editor when they learn or realize a failure of the website and its services.

7. Reminder of characteristics inherent to communication networks

Any Surfer confirms to be fully informed of the risks inherent to content distribution via networks, even if the Editor uses safety standards able to provide a high level of safety and reliability (https, SIL certificate...).

Please note that data transmission is not fully technically reliable:

- The website content may be disseminated, reproduced and represented with no geographical limitation;
- The flow of data across the Internet is not protected against possible diversions.
- The content available may be misused by unauthorized third parties and subject to computer crimes;

- The technical capacities of online networks are such that at some periods of the day access to Internet may be saturated (poor telephone line, insufficient modem, lack of bandwidth, node congestion...).

8. Liabilities

The Editor's liability may not be engaged in case of technical problem, namely in case of failure, breakdown, difficulty or running interruption, preventing access to the website or to one of its features.

Connection equipment that Surfers use is their sole responsibility. Each Surfer must take all adequate measures to protect their equipment and own data, especially from virus attacks from Internet.

The Editor shall not be held liable in case of legal proceedings against a surfer:

- For using the Website or any service accessible via Internet;
- For not complying with these GTCU.

The Editor is not liable for any damage caused to a Surfer, third parties and/or to their equipment through their connection or Website use, including the services of any Editor's provider. Hence, Surfers waive any proceedings against the Editor.

Should the Editor be pursued because of the website use, they may claim against the Surfer concerned to get compensation for all harms that may result from such proceedings.

9. Hypertext Links

Setting up hypertext links to all or part of the website is strictly prohibited for Surfers, except with prior and written consent of the Editor, requested by email at the following address: [webmaster\[at\]planeta-initiative.com](mailto:webmaster[at]planeta-initiative.com).

The Editor is free to refuse such authorization without having to provide reasons for their decision. Should the Editor grant their authorization, the latter is only temporary and may be withdrawn at any time, with no obligation of justification from the Editor.

In all cases, the link must be removed upon the Editor's request.

Any information accessible via a link to other websites is not under the Editor's control who accepts no liability as to their content.

10. Cookies

The Site may collect standard information automatically. Any information collected indirectly shall be used only to follow up the volume, type and configuration of the traffic using this website, to develop its conception and layout and for other administrative and planification purposes, and more generally to improve the service offered by the Editor.

11. Protection of personal data in European Union

11.1. Data collected

planet A® collects in its files some personal data relating to Users. Such files are managed in accordance with the law n°78-17 dated 6 January 1978 relating to data-processing, files and civil liberties as modified by the law of 20 June 2018, with the regulation of the European Union 2016/679

of 27 April 2016 relating to the protection of individuals as concerns the processing of personal data and on the free movement of such data .

In particular, planet A® implements appropriate measures to ensure data privacy and security. Collecting the following data is compulsory: Surname, first name, address, email, telephone number.

The following data is optional, but enable to customize planet A® services: function and companies.

11.2. Purposes and recipients

planet A® uses such data for the management of its Users (based on its contractual obligation with Users) and to inform them about planet A® events and news, especially by sending them newsletters (based on the legitimate interest of planet A®).

Such information shall not be used for commercial purposes and shall only be transmitted to relevant authorities should they ask for it. Anyhow, such data shall remain strictly confidential and shall not be transferred outside the European Union.

The data collected via the website aim at improving Site browsing, and measuring website usage.

11.3. Data Retention

Data shall only be kept for the length required for such ends, with respect to the current regulation. Namely, data regarding Users shall be kept for the duration of their registration, increased by the legal storage periods.

11.4. Individuals' Rights

Users are entitled the following rights onto their personal data:

- A right of access and rectification should data be inaccurate, incomplete and/or outdated;
- A right of opposition;
- A right of suppression according to regulation provisions;
- If need be, a portability right.

Such rights can be exercised with planet A®, by sending a mail to planet A® postal address (Thinclab Châlons, 1 Place de la Comédie, 51000 Châlons-en-Champagne France), or by email to: [webmaster\[at\]planeta-iniative.com](mailto:webmaster[at]planeta-iniative.com).

Users may also submit an appeal to the French National Commission of Data Processing and Civil Liberties (CNIL).

12. Applicable law and settlement of disputes

GTCU are submitted to French law. Parties shall attempt to settle amicably any dispute or claim. Failing amicable agreement and all conciliation, any dispute will be submitted to the competent courts of planet A® head office, including preliminary proceedings, notwithstanding appeal or guarantee or plurality of defendants.

13. Contact and notifications

For any further question or information regarding the Site or GTCU, or for any notification to the attention of the Editor, please use the following email: [webmaster\[at\]planeta-iniative.com](mailto:webmaster[at]planeta-iniative.com).